

January 30, 2002

Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Gerald Gunter Building
Tallahassee, Fl 32399-0850

To Whom It May Concern:

020090-TP

In accordance with the Florida Public Service Commission Rules Number 25-24.805, 25-24.810 and 25-24.815, please find enclosed an original and six copies of OneStar Communications, LLC's application forms, applicable attachments and a \$250.00 application fee for authority to provide Interexchange service within the state of Florida.

In addition, please date stamp and return this duplicate letter to me in the self-addressed, stamped envelope provided.

Please do not hesitate to contact me should you have any questions or require further information. I can be reached at (812) 437-7643.

Sincerely,



Rhonda Johnson
Regulatory Department
OneStar Long Distance, Inc.

Enclosures

DOCUMENT NUMBER-DATE

01283 FEB-18

FPSC-COMMISSION CLERK

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

**Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480**

1. This is an application for (check one):

Original certificate (new company).

Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

Approval of assignment of existing certificate: Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

Approval of transfer of control: Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

OneStar Communications, LLC

3. Name under which applicant will do business (fictitious name, etc.):

OneStar Communications, LLC

4. Official mailing address (including street name & number, post office box, city, state, zip code):

7100 Eagle Crest Boulevard

Evansville, IN 47715

5. Florida address (including street name & number, post office box, city, state, zip code):

N/A

6. Select type of business your company will be conducting $\sqrt{}$ (check all that apply):

- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input checked="" type="checkbox"/> Other <u>Foreign LLC</u> | |

8. **If individual**, provide:

Name: N/A

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) The Florida Secretary of State Corporate Registration number:
N/A

10. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) The Florida Secretary of State Corporate Registration number:
N/A

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) The Florida Secretary of State fictitious name registration number:
N/A

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) The Florida Secretary of State registration number: N/A

(c) How is this information provided?

N/A

17. Who will receive the bills for your service?

- | | |
|---|---|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers |
| <input type="checkbox"/> PATs providers | <input type="checkbox"/> PATs station end-users |
| <input checked="" type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input checked="" type="checkbox"/> Universities | <input type="checkbox"/> Universities dormitory residents |
| <input type="checkbox"/> Other: (specify) _____ | |

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Ami Larrison

Title: Director of Regulatory Affairs

Address: 7100 Eagle Crest Boulevard

City/State/Zip: Evansville, IN 47715

Telephone No.: (812) 437-7790 Fax No.: (812) 437-7988

Internet E-Mail Address: alarrison@onestar1d.com

Internet Website Address: www.onestarcom.com

(b) Official point of contact for the ongoing operations of the company:

Name: Ami Larrison

Title: Director of Regulatory Affairs

Address: 7100 Eagle Crest Blvd

City/State/Zip: Evansville, IN 47715

Telephone No.: (812) 437-7790 Fax No.: (812) 437-7988

Internet E-Mail Address: alarrison@onestar1d.com

Internet Website Address: www.onestarcom.com

(c) Complaints/Inquiries from customers:

Name: Staci Market

Title: Compliance and Complaints Specialist

Address: 7100 Eagle Crest Boulevard

City/State/Zip: Evansville, IN 47715

Telephone No.: (812) 437-7792 Fax No.: (812) 437-7988

Internet E-Mail Address: regulatory_complaint@onestar1d.com

Internet Website Address: www.onestarcom.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

None

- (b) has applications pending to be certificated as an interexchange telecommunications company.

~~FL, CT, CA, DC, OH, IA, NM, OK, VA, MD, NC~~

- (c) is certificated to operate as an interexchange telecommunications company.

~~VT, DE, AL, ME, PA, MA, NH, WA, RI, AZ, IA, NE, NY, KY, IL, AR, KS,~~

~~HI, SD, TX, TN, WY, ID, MI, OR, WI, NJ, CO, UT, MT, ND, GA, MN,~~

- (d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

~~None~~

- (e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

~~None~~

- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

~~None~~

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

None

(b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

None

21. The applicant will provide the following interexchange carrier services \checkmark (check all that apply):

a. x MTS with distance sensitive per minute rates

- x Method of access is FGA
- Method of access is FGB
- x Method of access is FGD
- x Method of access is 800

b. x MTS with route specific rates per minute

- x Method of access is FGA
- Method of access is FGB
- x Method of access is FGD
- x Method of access is 800

c. MTS with statewide flat rates per minute (i.e. not distance sensitive)

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

d. MTS for pay telephone service providers

e. Block-of-time calling plan (Reach Out Florida, Ring America, etc.).

f. 800 service (toll free)

g. WATS type service (bulk or volume discount)

- Method of access is via dedicated facilities
- Method of access is via switched facilities

h. Private line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc.)

i. Travel service

- Method of access is 950
- Method of access is 800

j. 900 service

k. Operator services

- Available to presubscribed customers
- Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
- Available to inmates

I. **Services included are:**

<u> X </u>	Station assistance
<u> X </u>	Person-to-person assistance
<u> X </u>	Directory assistance
<u> X </u>	Operator verify and interrupt
<u> X </u>	Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Exhibit A

23. Submit the following:

A. **Managerial capability;** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

See Exhibit B

B. **Technical capability;** give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

See Exhibit C

C. **Financial capability.**

See Exhibit D

The application should contain the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include: See Exhibit D

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

NOTE: *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. A written explanation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
Exhibit E

2. A written explanation that the applicant has sufficient financial capability to maintain the requested service.

Exhibit E

3. A written explanation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Exhibit E

THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Ami Larrison
Print Name

Ami M. Larrison
Signature

Director of Regulatory Affairs
Title

1-29-02
Date

812 437-7790 812 437-7988
Telephone No. Fax No.

Address: 7100 Eagle Crest Boulevard
Evansville, IN 47715

THIS PAGE MUST BE COMPLETED AND SIGNED

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please \checkmark check one):

- () The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL:

Ami Larrison
Print Name

Ami Larrison
Signature

Director of Regulatory Affairs
Title

1-29-02
Date

812 437 -7790
Telephone No.

812 437-7988
Fax No.

Address: 7100 Eagle Crest Boulevard
Evansville, IN 47715

THIS PAGE MUST BE COMPLETED AND SIGNED

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

UTILITY OFFICIAL:

Ami Larrison
Print Name

Ami M. Larrison
Signature

Director of Regulatory Affairs
Title

1-29-02
Date

812 437 -7790
Telephone No.

812 437-7988
Fax No.

Address: 7100 Eagle Crest Boulevard
Evansville, IN 47715

CURRENT FLORIDA INTRASTATE SERVICES

Applicant has () or has not () previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

N/A

b) If the services are not currently offered, when were they discontinued?

N/A

UTILITY OFFICIAL:

Ami Larrison
Print Name

Ami Larrison
Signature

Director of Regulatory Affairs
Title

1-29-02
Date

812 437-7790
Telephone No.

812 437-7988
Fax No.

Address: 7100 Eagle Crest Boulevard

Evansville, IN 47715

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) William Stapleton
(Title) Chief Operating Officer of
CRG International, Inc.
(Name of Company)

and current holder of Florida Public Service Commission Certificate Number

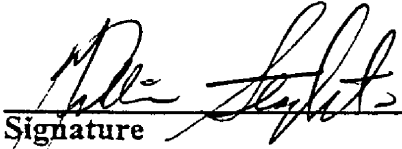
3531 and 4847, have reviewed this application and join in the petitioner's request for a:

- () transfer
- () assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

William Stapleton
Print Name
Chief Operating Officer
Title
(812) 437-7700
Telephone No.


Signature
1-29-02
Date
(812) 437-7978
Fax No.

Address: 2000 Riveredge Parkway Suite 900
Atlanta, GA 30328

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) Ami Larrison

(Title) Director of Regulatory Affairs of

OneStar Long Distance, Inc.

(Name of Company)

and current holder of Florida Public Service Commission Certificate Number

6042, have reviewed this application and join in the petitioner's request for a:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Ami Larrison
Print Name

Ami Larrison
Signature

Director of Regulatory Affairs
Title

Date

(812) 437 -7790
Telephone No.

(812) 437-7988
Fax No.

Address: 7100 Eagle Crest Boulevard

Evansville, IN 47715

Before the
Florida Public Service Commission

In the Matter of

OneStar Communications, LLC
Petition for Waiver

Docket No.

Petition for Waiver

OneStar Communications, LLC, "OneStar", pursuant to Section 1.3 of the Commission's Rules, 47 CFR 1.3, respectfully requests a waiver of the Commission's carrier-change authorization and verification rules. OneStar requests this waiver to enable them to transfer long distance subscribers from OneStar Long Distance, Inc. ("OneStar Long Distance") and CRG International, Inc. d/b/a Network One ("Network One") without first obtaining such subscribers authorization and verification.

I. BACKGROUND

Pursuant to an Operating Agreement and a Contribution Agreement signed by OneStar Long Distance and Network One on March 7, 2001, OneStar Long Distance and Network One will transfer select assets and operational control to the newly formed company, OneStar Communications, LLC. As a result, OneStar will provide duplicate services that are currently provided by OneStar Long Distance and Network One. OneStar's entire product line and customer base immediately following the transaction will be the sum of the services and customers of OneStar Long Distance and Network One. The aforementioned information on the transfer of control and its consequences is dependent on several conditions, including Commission approval. In order for the

transaction to succeed, the Parties must be able to effect the transfer of customer bases in a timely fashion.

Although the transaction detailed above may technically constitute a change in subscribed carrier for the customers of OneStar Long Distance and Network One, it is the position of OneStar that a strict compliance to the Commission's Change orders will result in unnecessary disruptions of service to the transferred customers, negating the expected benefits of the proposed transaction.

Prior to implementing these changes, the transferring companies will send a notification to all affected customers. The initial notification will advise the customers of the following: the pending change of their carrier selection to one of the petitioners, that there will be no change in the way they dial or in the customer service available to them, and there will be no charges associated with the change. A sample copy of initial customer notification is attached as **Exhibit 1**.

II. PETITIONERS' REQUEST IS REASONABLE AND SHOULD BE GRANTED

Pursuant to Section 258 of the Act, the Commission has adopted comprehensive rules to combat the practice of changing customers' preferred carriers without authorization, a practice known as "slamming." Under the Commission's authorization and verification rules, carriers are required to verify all preferred carrier change orders before such changes can be submitted for execution. In accordance with well-established precedent, however, the Commission can grant a waiver of its rules where special circumstances warrant a deviation from a particular rule and where such a deviation is in the public interest. Network One's Florida Customer base consists of 321 customers, some of which are businesses. OneStar Long Distance's Florida customer base consists of 530 customers, some of which are businesses. OneStar believes that a deviation from

the rule is necessary to enable petitioner to ensure a seamless transition of the affected customers without inconveniencing the customers or interrupting their service. If petitioners were required to obtain verification from each customer, there is a risk that the long distance service of certain customers could be interrupted, or that certain customers could be charged higher casual calling rates if a carrier selection is not made. Given these risks, a deviation from the rules is in the public interest. Moreover, because these customers will be notified prior to migration, the policy goals of the authorization and verification rules will be met in a manner consistent with public interest.

III. CONCLUSION

For the reasons set forth herein, petitioner submit that good cause exists for waiver of the Commission's authorization and verification rules. Such a waiver will enable petitioner to execute the seamless transfer of long distance subscribers to its customer base and will serve the public interest.

Respectfully submitted,

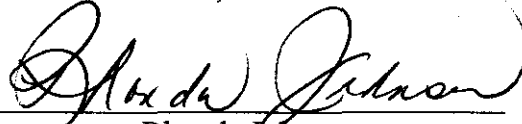


Ami Larrison
Director of Regulatory Affairs
OneStar Communications, LLC

Certificate of Service

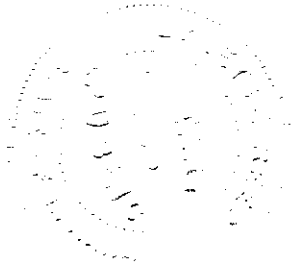
I HEREBY CERTIFY that a copy of the petition of OneStar Communications, LLC Waiver of Slamming Rule. Chapter 25-4.118 was sent via overnight delivery on January 31, 2002 to:

Staff Counsel
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850


Rhonda Johnson

Shirley Reed 1-31-02

Commission expires: 2-22-08



EXHIBIT

1



We have some exciting news to share with you!

CRG International, Inc. d/b/a **Network One** has agreed to transfer its customer base to **OneStar Communications, LLC**. We would like to thank you for being a customer of Network One and share with you some information regarding this transition to OneStar Communications, LLC.

You're going to love being a OneStar Communications, LLC customer! OneStar Communications, LLC is an integrated communications provider headquartered in Evansville, Indiana. Beginning in 1982, our product portfolio includes a full range of voice and data services for commercial and residential customers, while providing a single point of contact through a bundled billing concept. OneStar Communications, LLC provides local, long distance, high-speed data, and broadband services.

OneStar Communications, LLC can be your single source for communication services! The addition of Network One's products and services will integrate quickly into OneStar Communication LLC's structure, providing a smooth transition with no interruption of normal services. The only change you will see is an increase in product offerings and cost effective solutions to all your communication needs as the strengths of both companies are combined into the premier provider of communications. OneStar Communications, LLC can provide a variety of value-added services designed to save you money and provide additional conveniences for your business by being your single contact for voice, video, data, Internet, hardware, as well as technical support and service.

This transfer of service requires no action on your part and will be a smooth transition with no interruption of service. You should not incur PIC (Primary Interexchange Carrier) charges from your local telephone company as a result of this transition. Should any PIC related charges be incurred, please notify OneStar Communications, LLC and your account will be credited accordingly.

Upon regulatory approvals, the completion of this transition to OneStar Communications, LLC will be finalized over the next few months. After the date of transfer, OneStar Communications, LLC will provide you the same great telecommunications services currently provided by Network One, such as your local and/or long distance services (intrastate, interstate and international) and will handle all aspects of your account. OneStar Communications, LLC takes pride in furnishing its customers with the competitive voice and data service tools they need to conduct their business in the most cost effective manner possible.

Going forward, OneStar Communications, LLC will provide your telecommunications services. Immediately upon completion of the transfer, you will continue to receive the same rates, terms and conditions as you presently enjoy from Network One. Every effort will be made to ensure you receive the best service going forward. At your option, you may choose a carrier other than OneStar Communications, LLC to provide your telecommunications services. Please be aware that customers who have a PIC Freeze on their lines will also be transferred. If you choose another carrier, you may incur a one-time charge from your local telephone company to make the change.

OneStar Communications, LLC's primary focus is consistent customer satisfaction! OneStar Communications, LLC will work hard to continually exceed your expectations, now and in the future. Customer service representatives look forward to assisting you with additional product information, resolving open issues or concerns, and introducing new service offerings to you all while providing you the most professional customer service in the industry. Should you have any questions regarding this transition, please contact the Customer Service Department at 1-800-296-7030

To find out more about OneStar Communications, LLC, check out the web site at www.onestarcom.com or call the Customer Service Department at 1-800-482-0000



We have some exciting news to share with you!

OneStar Long Distance, Inc. has agreed to transfer its customer base to **OneStar Communications, LLC**. We would like to thank you for being a customer of OneStar Long Distance and share with you some information regarding this transition to OneStar Communications, LLC.

You're going to love being a OneStar Communications, LLC customer! OneStar Communications, LLC is an integrated communications provider headquartered in Evansville, Indiana. Beginning in 1982, our product portfolio includes a full range of voice and data services for commercial and residential customers, while providing a single point of contact through a bundled billing concept. OneStar Communications, LLC provides local, long distance, high-speed data, and broadband services.

OneStar Communications, LLC can be your single source for communication services! The addition of OneStar Long Distance's products and services will integrate quickly into OneStar Communication LLC's structure, providing a smooth transition with no interruption of normal services. The only change you will see is an increase in product offerings and cost effective solutions to all your communication needs as the strengths of both companies are combined into the premier provider of communications. OneStar Communications, LLC can provide a variety of value-added services designed to save you money and provide additional conveniences for your business by being your single contact for voice, video, data, Internet, hardware, as well as technical support and service.

This transfer of service requires no action on your part and will be a smooth transition with no interruption of service. You should not incur PIC (Primary Interexchange Carrier) charges from your local telephone company as a result of this transition. Should any PIC related charges be incurred, please notify OneStar Communications, LLC and your account will be credited accordingly.

Upon regulatory approvals, the completion of this transition to OneStar Communications, LLC will be finalized over the next few months. After the date of transfer, OneStar Communications, LLC will provide you the same great telecommunications services currently provided by OneStar Long Distance, such as your local and/or long distance services (intrastate, interstate and international) and will handle all aspects of your account. OneStar Communications, LLC takes pride in furnishing its customers with the competitive voice and data service tools they need to conduct their business in the most cost effective manner possible.

Going forward, OneStar Communications, LLC will provide your telecommunications services. There will not be any change to the rates and fees you receive. At your option, you may choose a carrier other than OneStar Communications, LLC to provide your telecommunications services. Please be aware that customers who have a PIC Freeze on their lines will also be transferred. If you choose another carrier, you may incur a one-time charge from your local telephone company to make the change.

OneStar Communications, LLC's primary focus is consistent customer satisfaction! OneStar Communications, LLC will work hard to continually exceed your expectations, now and in the future. Company representatives look forward to assisting you with additional product information, resolving open issues or concerns, and introducing new service offerings to you all while providing the most professional customer service in the industry. Should you have any questions regarding this transition, please contact the Customer Service Department at 1-800-482-0000 or via e-mail at cservice@onestarcom.com.

To find out more about OneStar Communications, LLC, check out the web site at www.onestarcom.com or call the Customer Service Department at 1-800-482-0000.

Attachments

Exhibit A OneStar Communications, LLC Interexchange Tariff

Exhibit B Management Team Profile

Exhibit C Technical Team Profile

Exhibit D Financial Statements

Exhibit E Financial Capability Showing Statement

Exhibit F Financial Statements

Exhibit G Contribution Agreement

EXHIBIT

A

TITLE SHEET**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by OneStar Communications, LLC ("OneStar"), with principal offices at 7100 Eagle Crest Boulevard, Evansville, Indiana 47715. This tariff applies for telecommunications services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Issued:

Effective:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

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 all changes from the original tariff and are currently in effect as of the date on the bottom right-hand side of this sheet.

<u>SHEET</u>	<u>REVISION</u>
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
11	Original*
12	Original*
13	Original*
14	Original*
15	Original*
16	Original*
17	Original*
18	Original*
19	Original*
20	Original*
21	Original*
22	Original*
23	Original*
24	Original*
25	Original*
26	Original*
27	Original*
28	Original*
29	Original*
30	Original*
31	Original*

* Original or Revised Sheet Included in the most recent tariff filing

Issued:

Effective:

By: Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

CHECK SHEET

<u>SHEET</u>	<u>REVISION</u>
32	Original*
33	Original*
34	Original*
35	Original*
36	Original*
37	Original*
38	Original*
39	Original*
40	Original*
41	Original*
42	Original*
43	Original*
44	Original*
45	Original*
46	Original*
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56	Original*
57	Original*
58	Original*
59	Original*
60	Original*
61	Original*
62	Original*
63	Original*
64	Original*
65	Original*
66	Original*
67	Original*
68	Original*

* Original or Revised Sheet Included in the most recent tariff filing.

Issued:

Effective:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

CHECK SHEET

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<u>SHEET</u>	<u>REVISION</u>
110	Original*
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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

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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.
2.1.1.A.1.(a).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.

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APPLICATION OF TARIFF

This tariff conditions the regulations and rates applicable to intrastate resale telecommunications services provided by OneStar for telecommunications between points within the state of Florida. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. 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. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not 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.

The services provided by OneStar 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.

The rates and regulations contained in this tariff apply only to the resale services furnished by OneStar 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 OneStar.

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APPLICATION OF TARIFF

The Company reserves the right 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.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

As used in this tariff, the following terms shall have the following meanings:

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 OneStar's location or switching center.

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Carrier to provide the specified communication services.

Authorization Code - A numerical code, one or more of which may be assigned to a customer, to enable OneStar 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.

Bandwidth - The total frequency, in Hertz, allocated for a channel.

Billing Cycle - Unless otherwise specified for a particular rate plan, a monthly period will be used as the basis for recurring charges.

Business customer - A customer who subscribes to Carrier's service in the name of a business, trade, or profession, or whose usage is associated with non-personal activities.

Carrier - OneStar Communications, LLC; OneStar.

Commission - Used throughout this tariff to mean the Florida Public Service Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Customer - The person, firm, corporation or other legal entity which orders the services of OneStar or purchases a OneStar Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or OneStar - Used throughout this tariff to mean OneStar Communications, LLC, an Indiana limited liability company.

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.

Dialed Access - An arrangement whereby a dialed access customer uses the public switched network facilities of a local exchange carrier to access the terminal of the Carrier or a common carrier from which the Carrier acquires service.

FLPSC, Commission, or PSC - Florida Public Service Commission.

Local Exchange Carrier (LEC) - The telephone company providing local phone service.

Prepaid Account - An inventory of Telecom Units purchased in advance by the customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Project Codes - A numerical code of which 1-999 may be used by the customer to identify certain departments or individual users or to allocate the cost of calls back to a client.

RespOrg - The carrier entity that has responsibility for the management of 800 numbers in the SMS/800, including maintaining customer records in the SMS/800. Also, the entity which accesses the SMS/800 to (a) search for and reserve 800 numbers: (b) create and maintain 800 number customer records, including call processing records; and provide a single point of contact for trouble reporting. The SMS/800 recognizes one respOrg for each 800 number.

Service Control Point (SCP) - The real-time database system in the 800 database service network that contains instructions on how customers wish their calls to be routed, terminated, or otherwise processed.

Service Management System - The main administrative support system of 800 database service. It is used to create and update customer 800 service records that are then downloaded to SCP's for handling customers' 800 service calls. The system is also used by respOrg's to reserve and assign 800 numbers.

Subscriber - The person, firm, corporation, or other entity which utilizes service provided by the Carrier. A subscriber is responsible for the payment of charges and for compliance with all terms of Carrier's tariff.

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.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

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

800 Service - The terms, conditions, and rates for 800 service within this tariff include all toll-free service access codes. Toll-free service access codes currently being used are 800, 888, 877, 866 and 855; and those codes reserved for future use are 844, 833, and 822. Within this tariff the term "800 service" is the service where calls are billed to the called party.

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1.1 Description of Service

Carrier is a common carrier providing intrastate communications service to customers for their direct transmission of voice, data, and other types of telecommunications to points within the state of Florida.

Outbound Services - Outbound service consists of the furnishing of long distance telephone service between telephone stations located within the state of Florida. Such service is available twenty-four (24) hours a day, seven (7) days a week.

The Company's customers may place calls from any location in the state of Florida. Customers will be charged for calls based on the type of service, distance between the originating and terminating points, the time of day, the duration of the call, the minimum usage requirement, and/or the volume of use as outlined in the following Current Price List section.

Service is provided only to customers who have established an account with the Company; calls that are not identified as those of an established customer will be blocked. Access to outbound services is available to customers who subscribe to a local exchange carrier's (LEC's) end user common line service, and to their authorized users. Access is obtained by presubscription to the Company as the intrastate/interLata carrier and/or intrastate/intraLata carrier for the end user common line.

Outbound calls are originated over LEC-provided public switched facilities (Feature Groups) or dedicated access lines (DAL's) and routed over the OneStar network. The calls are terminated on the LEC-provided public switched network (Feature Groups).

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1.1 Description of Service

Inbound Services - Inbound services allow callers located in the state of Florida to place toll-free calls to the customers by dialing an assigned telephone number in the toll-free area codes. Calls may be terminated either to the customer's local exchange telephone service or to a dedicated access line (DAL). Such service is available twenty-four (24) hours a day, seven (7) days a week.

Customers will be charged for calls based on the type of service, distance between the originating and terminating points, the time of day, the duration of the call, the minimum usage requirement, and/or the volume of use as outlined in the following Current Price List section.

Inbound service is provided only to customers who have established an account with the Company. Calls made to an entity not identified as an established customer will be blocked. Access to inbound service is available to customers who subscribe to a local exchange carrier's (LEC's) end user common line service, and to their authorized users. Access is obtained either by presubscription to the Company as the intrastate/interLata carrier and/or the intrastate/intraLata carrier for end user common line.

Travel Card Services - Travel Card Service consists of the furnishing of long distance telephone service between telephone stations located in the state of Florida. Such service is available twenty-four (24) hours a day, seven (7) days a week.

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1.1 Description of Service

The Company's customers will be charged for calls based on the type of service, distance between the originating and terminating points, the time of day, the duration of the call, the minimum usage requirement, and/or the volume of use as outlined in the following Current Price List section. Service is provided only to customers who have established an account with the Company; calls not identified as those of an established customer will be blocked. Travel Card service is either flat or banded as outlined in the Current Price List section.

Access to travel card service is available to customers who subscribe to the Company's service and dial an authorization code assigned to the customer by the Company.

Prepaid Calling Card Service

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase OneStar Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. OneStar Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. OneStar Prepaid Calling Card service is accessed using the OneStar toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. OneStar's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's OneStar Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

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1.1 Description of Service

In order to continue the call, the customer can either call the toll-free number on the back of the OneStar Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the OneStar Prepaid Calling Card is insufficient to continue the call and the customer fails to enter the number of another valid OneStar Prepaid Calling Card prior to termination.

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of first usage, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for OneStar Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the customer must notify the Company at the designated toll-free customer service number printed on the OneStar Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to an OneStar Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to OneStar Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

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1.1 Description of Service

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

Wholesales Services - Wholesale service is an outbound and inbound service provided to long distance resellers on a wholesale basis. Resellers are the Carrier's customers. The customers in turn sell service to end users.

Outbound services consist of the furnishing of long distance telephone service between telephone stations located within the state of Florida. Such service is available twenty-four (24) hours a day, seven (7) days a week.

Outbound calls may be placed from any location in the state of Florida. Outbound wholesale services are provided only to customers who have established an account with the Carrier; calls that are not identified as those of an established customer will be blocked. Outbound calls are originated over LEC-provided public switched facilities (Feature Groups) or dedicated access lines (DAL's) and routed over the OneStar network. The calls are terminated on the LEC-provided public switched network (Feature Groups).

Inbound wholesale services allow callers located in the state of Florida to place toll-free calls to the customer by dialing an assigned telephone number in the toll-free area codes. Calls may be terminated either to the customer's local exchange telephone service or to a dedicated access line (DAL). Such service is available twenty-four (24) hours a day, seven (7) days a week. Inbound wholesale services are provided only to customers who have established an account with the Carrier. Calls made to an entity not identified as an established customer will be blocked.

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1.1 Description of Service

Inbound service calls use the LEC-provided public switched network (Feature Groups) to originate the calls placed to the toll-free customer. The calls are then routed over the OneStar network and terminated on the LEC-provided public switched network (Feature Groups) to the customer's specified terminating number). The Carrier's wholesale customers will be charged for calls based on the type of service, distance between the originating and terminating points, the time of day, the duration of the call, the minimum usage requirement, and/or the volume of use as set forth in the current price list. Wholesale services are either flat or banded as outlined in the current price list.

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1.1 Description of Service

1.1.2 Timing of Calls

- 1.1.2.A All calls are timed by the Carrier in one-tenth of a minute increments. All calls which are fractions of a minute are rounded up to the next tenth of a minute increment. Timing begins at the "starting event" and ends at the "terminating event" unless otherwise specified. Time between the starting event and the terminating event is the call duration, subject to upward rounding.
- 1.1.2.B The starting event occurs when the answer supervision signal is returned to the Carrier's switch by the LEC tandem.
- 1.1.2.C The terminating event occurs when the Carrier's switch receives an on-hook (release) supervisory signal from the LEC that the calling party has hung up.

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1.1 Description of Service

1.1.2.D Completed calls are timed from the starting event to the terminating event.

1.1.2.E When the total for all computed call charges includes a fraction of a cent, the fraction will be rounded up to the next whole cent.

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SECTION 2 - RULES AND REGULATIONS**2.1 Use of Services**

- 2.1.1 OneStar'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 for in this section.
- 2.1.2 The use of OneStar's services to make calls which might reasonable be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonable interfere with use by others is prohibited.
- 2.1.3 The use of OneStar'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.
- 2.1.4 OneStar's services are available for use 24 hours per day, seven days per week.
- 2.1.5 OneStar does not transmit messages, but the services may be used for that purpose.
- 2.1.6 OneStar's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.1.7 Customers shall not use the service provided under this tariff for any unlawful purpose.

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2.1 Use of Services

2.1.8 The customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.1.9 The customer obtains no property right or interest in use of any specific type of facility, service, equipment, number, process, or code. All right, title, and interest to such items remains, at all times, solely with the Carrier.

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2.2 Limitations on Services

- 2.2.1 Service is offered by the Carrier subject to the availability of necessary facilities and/or equipment, including facilities or equipment to be provided by Carrier, underlying and connecting carriers, and local exchange carriers.
- 2.2.2 The Carrier reserves the right to discontinue furnishing service upon written notice when necessitated by conditions beyond its control or when the customer is using the service in violation of the provision of this tariff or in violation of the law.
- 2.2.3 - Title to all facilities provided by the Carrier under these regulations remains with the Carrier.

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2.2 Limitations on Services

- 2.2.4 OneStar's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 OneStar does not transmit messages, but the services may be used for that purpose.
- 2.2.6 OneStar's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5.1 herein.
- 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 claims of loss, expense, or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity), or transmission provided under this tariff if caused by any person or entity other than the Company; by any malfunction of any service or facility provided by any other carrier; by an act of God, fire, war, civil disturbance, act of government, or by any other cause beyond the Company's direct control.

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Evansville, Indiana 47715

Effective:

2.3 Liability of the Company

2.3.2 The Company shall not be liable for and shall be fully indemnified and held harmless by customer and subscriber against any claim, loss, expense, or damage (including indirect, special, or consequential damage) for defamation, libel, slander; invasion or infringement of copyright or patent; unauthorized use of any trademark, trade name, or service mark; unfair competition; interference with or misappropriation or violation of any contract, proprietary, or creative right; or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, transmitted by, or used by the Company under this tariff; or for any act or omission of the customer or subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company if not caused by negligence of the Company.

2.3.3 The Company shall not be liable for any defacement of or damages to the premises of a customer or subscriber resulting from the furnishing of service which is not the result of the Company's negligence.

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2.3 Liability of the Company

- 2.3.4 Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity), or transmission provided under this tariff shall not exceed an amount equivalent to the prorata charge to the customer or subscriber for the period of service or facility usage during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.
- 2.3.5 All other claims arising out of any act or omission of the customer or any person utilizing the customer's codes, services, or facilities, with or without the consent of the customer, in connection with any service, equipment, or facilities provided by the Carrier.
- 2.3.6 The Company's liability, if any, with regard to the delayed installation of the Company facilities or commencement of services shall not exceed \$500.00 irrespective of the circumstances. With respect to any other claim or suit, by a customer or by any others, for damages associated with the

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2.3 Liability of the Company

ordering (including the reservation of any specific number for use with a service and/or advertising expenses related to such number), installation (including delays thereof), provision, termination, maintenance, repair, interruption, or restoration of any service or facilities offered under this tariff, the Company's liability, if any, shall not exceed \$500.00 irrespective of the circumstances.

2.3.7 Where any claim arises out of the Company's acting as a respOrg, or performing SMS respOrg changes, or where any claim arises out of any and all failings by the Company in connection with the provision of toll-free service to the customer, including where the Company's toll-free service is not made available on the date committed to the customer, or cannot otherwise be made available after the Company's acceptance of the Customer, or the number or numbers are not included in the Toll-Free Service Directory or are included in an incorrect form, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and documented in writing by the customer as the direct result of such failure or failures; or (b) the sum of \$500.00.

2.3.8 The Company shall not be liable at all for the use, misuse, or abuse of a customer's toll-free service by third parties including, without limitation, the customer's employees or members of the public who dial the customer's toll-free number by mistake. Compensation for any injury the customer may suffer due to the fault of people or entities other than the Company must be sought from such other parties.

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2.3 Liability of the Company

2.3.9 Nothing in this section, or in any other provision of this tariff, or in any marketing materials issued by the Company, shall give any customers who have reserved toll-free numbers hereunder of customers who subscribe to and use the company's toll-free services, or their transferees or assignees, any ownership interest or proprietary right in any particular toll-free service number.

2.3.10 Customers (including carrier customers) are prohibited from using any telephone numbers beginning with a toll-free service code, or any other number advertised or widely understood to be toll-free, in a manner that would result in (a) the calling party or the subscriber to the originating line being assessed any fee or charge by virtue of completing the call; (b) the calling party being connected to a pay-per-call service; the calling party being charged or conveyed information during the call unless the calling party has a presubscription or comparable arrangement; or (d) the calling party being called back collect for the provision of audio or data services, simultaneous voice conversion services, or products. The customer shall be afforded a period of no less than five (5) days and no more than fourteen (14) days during which a violation may be brought into compliance. Toll-free service not in compliance with the Company's rules and regulations as found in this tariff at the expiration of such period may be terminated immediately by the Company, without incurring any liability and without notice to the customer.

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2.3 Liability of the Company

2.3.11 The Company's services are furnished upon the condition that the customer obtains adequate facilities to permit the use of said service without injurious effects upon it, the Company, or any service rendered by the Company. The customer must obtain an adequate number of access lines associated with the Company's services to handle the customer's expected demand in order to prevent interference or impairment of this service or any other service provided by the Company taking into account (1) call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling periods. The customer is required to designate and provide to the Company a working telephone number with enough capacity to handle the traffic. The Company will not be responsible or liable for uncompleted calls or for problems with the working telephone number or insufficient capacity or number of lines at the working telephone number designated by the customer. The Company, without incurring any liability, may disconnect or refuse to furnish the Company's services to any customer that fails to comply with these conditions. The customer will be responsible for all charges incurred as well as any access charges the Company may incur as a result of the customer's's failure to comply within these rules and regulations.

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2.4 Responsibility for Charges

The customer is responsible for all calls placed using any authorization code assigned to the customer, using any direct connect facilities utilized by the customer, and any calls using switched access facilities placed from the customer's premises. Upon knowledge of facts which would alert a reasonable person to the possibility an unauthorized person is using the customer's authorization code, the customer shall alert and give notice to the Carrier of such fact. Customer shall be excused from liability only with respect to such calls placed after receipt by the Carrier of such notice. Customer shall at all times remain liable for calls placed over direct connect facilities utilized by the customer and for calls using switched access facilities placed from the customer's premises.

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2.5 Termination or Denial of Service by Carrier

The following rules will govern termination or denial of service by the Carrier, unless inconsistent with any rule, order, or regulation of the PSC-KY. In the case of any inconsistency, the rule, order, or regulation of the PSC-KY or other provisions of law, shall prevail.

2.5.1 The Carrier may immediately and without notice to the customer, without liability of any nature, temporarily deny, terminate, or suspend service to any customer in the event such customer or his agent interferes with use of Carrier's service by other customers of the Carrier, unreasonable places capacity demands upon Carrier's facilities or service, or violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications, or otherwise fails to comply with the provisions of this tariff or applicable law.

2.5.2 The Carrier may require potential customers to provide information pertaining to their financial ability to pay for service. Potential customers whose credit history is not acceptable to the Carrier or is not a matter of general knowledge may be denied service.

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2.5 Termination or Denial of Service by Carrier

2.5.3 In the event a customer fails to pay any bill rendered by the Carrier, relating to regulated telephone service, or fails to pay any deposit required by the Carrier relating to regulated service, the Carrier may terminate service until the bill rendered or the required deposit has been paid.

2.5.3.A Forty-eight hours after written notice is received by the customer or its responsible agent demanding payment of the amount due or the required deposit, and such payment or deposit is not received by Carrier within 48 hours of receipt of such notice by the customer or its responsible agent.; or

2.5.3.B Five days after written notice is mailed to the customer at the billing address maintained by the Carrier for the customer demanding payment of the amount due or the required deposit and such payment or deposit is not received by Carrier within five days of mailing such notice.

2.5.3.C The notice specified in 2.5.3.A and 2.5.3.B above shall inform the customer that service will be terminated without further notice if the specified payment or deposit is not received within 48 hours or five day period, whichever is appropriate.

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2.6 Termination by Customer

Service may be terminated by the customer at any time, subject to payment in full of all charges for the period service is rendered. If termination occurs within the initial contract period, charges apply to the full initial contract period.

2.7 Initial Contract Period

The initial contract period for service is one month. Thereafter, contract periods shall be for successive one-month periods.

2.8 Payment, Billing, and Deposits

The following rules will govern payment, billing, and deposit practices of the Carrier unless inconsistent with any rule, order, or regulation of the PSC-FL. In the case of any inconsistency, the rule, order, or regulation of the PSC-FL or other provision of law shall prevail.

2.8.1 Payment and Billing

2.8.1.A The Company requires advance payments for recurring and non-recurring charges. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

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2.8 Payment, Billing, and Deposits

2.8.1.B Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.8% per billing cycle or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.

2.8.1.C The customer is responsible for payment of all charges for service furnished to the customer as well as to all persons using the Customer's codes, premises, or facilities, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, premises, switched access connections, and direct connect facilities is the Responsibility of the customer. All calls placed using such direct connect facilities, authorization codes, premises, or switched access connections will be billed to and must be paid by the customer. Recurring charges, deposits, and non-recurring charges are billed in arrears. The initial billing for a business customer may, at Carrier's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

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2.8 Payment, Billing, and Deposits

- 2.8.1.D All bills are presumed accurate and shall be binding on the customer unless objection is received by the Carrier in writing within 25 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Carrier in writing within 25 day period.
- 2.8.1.E The customer may withhold payment for billing amounts objected (i.e. amounts associated with the objection that are set out in writing to the Carrier). The customer may telephone the Carrier, but doing so will not preserve his or her rights. Full payment will be required for all amounts not objected. Any payment due following resolution of the objection shall be due forthwith.
- 2.8.1.F Carrier shall be entitled to revise bills previously rendered to adjust for previously unbilled service or adjust upward or downward a bill previously rendered for a period equivalent to the applicable contract law statute of limitations.

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2.8 Payment, Billing, and Deposits

2.8.2 Deposits

Collection, amount, and refund of deposits shall be conducted according to the rules established by the Florida Public Service Commission.

- 2.8.3 In the event a customer accumulates charges 60 days past due for services rendered by the Carrier, as respOrg of the customer's toll-free service, the Carrier reserves the right not to honor that customer's request for a respOrg change and the Carrier reserves the right not to honor that customer's request for a change to another common carrier until such past due charges are paid in full.

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2.9 Term Agreements

Term agreements are available for one or two year periods. At the end of the term period, the term agreement will continue on a month-to-month basis until terminated by the customer or OneStar. Thirty days written notice is required to terminate such agreement. In the event that the customer terminates service with OneStar prior to the end of such term period, the customer will be billed a penalty according to the guidelines of the term agreement. Any penalties will be billed to the customer upon termination of the agreement. The customer may terminate the agreement without penalty only upon an increase of rate by the Carrier. The customer has a period of time to provide written notice to the Carrier of their desire to cancel without incurring any penalty. The period of time allowed is specified in the term agreement.

Term Agreement III Guidelines - Customers committing to a specified monthly usage level will receive discounts according to the monthly usage commitment discount schedule listed below. If a customer's monthly usage level is greater or lower than the agreed to monthly usage level, the discount assigned to the agreed to monthly usage level will apply. At the initiation of the term agreement, the customer must indicate the total number of outbound access lines and toll-free numbers to covered by the agreement. In the event that the customer terminates service with OneStar prior to the end of such term period, the customer will be billed a \$20.00 penalty per month for each toll-free number covered at the initiation of the term agreement. Such penalties will be billed in their entirety directly to the customer upon termination of the agreement. The customer may terminate the agreement without penalty upon an increase of rate by the Carrier if they provide written notice to the Carrier of their intent to cancel within 30 days of the increase.

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Term Agreement IV Guidelines- The term of the Master Service Agreement shall commence on the date shown on the Master Service Agreement and shall continue thereafter for the number of months shown on said Agreement, unless the service is terminated in accordance with the provisions stated within the Agreement. This Master Service Agreement automatically renews for a term identical to the term listed in the Agreement unless either party provides written cancellation at least thirty days prior to the expiration of the original or current term.

Either party may terminate the Master Service Agreement for cause if written notice via registered mail is given to the other party at least thirty days prior to the termination specifying the cause for termination and requesting correction and such cause is not corrected within such thirty day period. Cause is any material breach of the terms of the Master Service Agreement. The concern must be attributable to facilities or causes within OneStar Communications, LLC's reasonable control. OneStar Communications, LLC must be unable to cure the material breach to the Customer's reasonable satisfaction within the thirty days after the written notice.

If OneStar Communications, LLC terminates the Master Service Agreement for cause or the Customer terminates said agreement without cause, the Customer shall pay early termination charges. The Customer's account must be current (i.e., no balance older than thirty days). Any cancellation shall not relieve the Customer of its obligation to pay any charges incurred prior to cancellation of the Master Service Agreement. If the Customer requests termination of service, the Customer must pay an early termination charge of 70% of the last twelve month's average monthly billing for all services purchased from OneStar Communications, LLC on the Master Service Agreement, multiplied by the number months remaining for the current term, or the minimum monthly commitment amount multiplied by the number of months remaining in the current term, plus any waived installation charges, discounts, or credits. In all cases where this agreement is terminated, the customer agrees that the customer's services contracted from OneStar Communications, LLC will not be released to another provider until all charges owed to OneStar Communications, LLC are paid in full.

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2.9 Term Agreements

Monthly Usage Commitment Discount Schedule

\$ 0 - \$ 100.99	0%
\$ 101.00 - \$ 200.99	10.0%
\$ 201.00 - \$ 300.99	12.5%
\$ 301.00 - \$ 500.99	15.0%
\$ 501.00 - \$ 750.99	17.5%
\$ 751.00 - \$1000.99	20.0%
\$1001.00 - \$1500.99	22.5%
\$1501.00 - \$2000.99	25.0%
\$2001.00 - \$2500.99	27.5%
\$2501.00 +	30.0%

2.10 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, 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.

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2.11 Inspections, Testing, and Adjustment

- 2.11.1 Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation, or maintenance of the customer's or the Carrier's equipment or connecting facilities. The Carrier may interrupt service at any time, without penalty or liability to itself, where necessary to prevent improper use of service, facilities, or connections.
- 2.11.2 Upon reasonable notice, the facilities provided by the Carrier shall be made available to Carrier for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to Carrier. No interruption allowance will be granted for the time during which such tests and adjustments are made unless such interruption exceeds twenty-four hours in length.

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2.12 Interconnection

- 2.12.1 Service furnished by the Carrier may be interconnected with services or facilities of other authorized communications common carriers, with underlying carriers, and with private systems subject to technical limitations established by the Carrier. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of the Carrier and other participating carriers shall be provided at the customer's expense.
- 2.12.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs.

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2.13 Liability of Customer

- 2.13.1 The Carrier shall be indemnified and held harmless by the customer against:
- 2.13.1.A Claims for liable, slander, harassment, improper use of telecommunications service or facilities; infringement of copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted over the Carrier's facilities; and
 - 2.13.1.B Claims for patent infringement arising from combining or connecting the Carrier's equipment or facilities with apparatus and systems of the customer; and
 - 2.13.1.C All other claims arising out of any act or omission of the customer or any person utilizing the customer's codes, services, or facilities, with or without the consent of the customer, in connection with any service, equipment, or facilities provided by the Carrier.
- 2.13.2 The customer shall indemnify and hold the Carrier harmless from and against all claims, demands, losses, or liabilities, including, but not limited to, fees and expenses of counsel arising out of any damage to business or property or injury to or death of any person occasioned by or in connection with any act or omission of the customer or of any person utilizing the customer's codes, service, equipment, or facilities, with or without the consent or knowledge of the customer.

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2.14 Location of Service

The Company will provide service to Customers within the State of Florida.

2.15 Sale of Telecommunications Services to Uncertified IXCs Prohibited

Customers reselling or rebilling the Company's telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Commission.

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2.16 Local Charges

In those instances where customer places a call on a non-feature group line, customer may be billed by the local telephone company charges or message unit charges to access the Carrier's terminal. Carrier is not responsible for any such local or message unit charges incurred by customer in gaining access to Carrier's terminal.

2.17 Rate Centers

Each customer will have a designated primary calling number which will be the local telephone number assigned by the exchange carrier for the location from which the customer places the majority of his calls over the carrier's system. Such number shall be associated with one of the Carrier's Rate Centers. Such Rate Center shall be the "Customer's Rate Center" for purposes of this tariff. The customer's calls will be accepted only by the Carrier's terminal serving the Customer's Rate Center. The serving central office "V" and "H" coordinates are used to determine originating and terminating mileage.

2.18 Provision of Bills

Customer shall receive a single copy of invoices or billing statements following conclusion of each billing cycle. Duplicate copies will be provided on reasonable request at a charge of 15 cents per page of the bill provided.

2.19 Provision of Equipment

The customer is responsible for the provision of customer premises equipment of a type acceptable to the Carrier.

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SECTION 3 - RATES AND CHARGES**3.1 Regulations and Computation of Mileage**

- 3.1.1 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during difference segments of the call.
- 3.1.2 All times refer to local time.
- 3.1.3 All calls are rated between the originating point and terminating point.
- 3.1.3.A Originating Point: A customer's primary local exchange number is in an NXX specified as being associated with a specific rate center. The originating point of all calls charged to that customer's account shall be the location of the customer's rate center servicing central office.
- 3.1.3.B Terminating Point: The terminating point for all calls shall be the location of the local serving central office associated with the called number.
- 3.1.4 Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each point and contained in Bell Communications Research NPA-NXX V&H Coordinate Tape as published by AT&T from time to time

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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:

7100 Eagle Crest Boulevard
Evansville, Indiana 47715
(800) 482-0000

Any objection to billed charges should be reported promptly to OneStar or its billing agent. 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. A customer who is unable to resolve a billing dispute with the Company may contact the Commission by telephone at 1-800-342-3552 to intervene in the billing dispute.

3.3 Time Periods Defined

- 3.3.1 Business Day: 8:00 a.m. - 4:59 p.m.
Monday - Friday
- 3.3.2 Evening: 5:00 p.m. - 10:59 p.m.
Sunday - Friday, Holidays*
- 3.3.3 Night/Weekend: 11:00 p.m. - 7:59 p.m.
All days
8:00 a.m. - 10:59 p.m.
Saturdays
8:00 a.m. - 4:59 p.m.
Sundays

*Unless a lower rate applies according to the time of day.

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3.3 Time Periods Defined

- 3.3.4 Peak: 8:00 a.m. - 4:59 p.m.
Monday - Friday
- 3.3.5 Off-Peak: 5:00 p.m. - 7:59 a.m.
All days
8:00 a.m. - 4:59 p.m.
Saturday, Sunday, Holidays
- 3.3.6 Holidays include Christmas Day, New Year's Day,
Independence Day, Labor Day, and Thanksgiving Day.

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3.4 Reconnection Charge

Any customer whose service is disconnected for nonpayment will incur a reconnection charge in order to have their service reconnected:

\$20.00 per reconnection per account.

3.5 Association Programs

Programs are available to organizations (generally chambers, clubs, trade associations, buying groups, etc.) whereby that association chooses OneStar service and also makes it available to its members. Each member wishing to have the Carrier's service is then set up on the association's program. All members will receive a monthly bill for which they are responsible. Each member will be individually evaluated, and all credit and collections functions will be based upon the individual's account. The associations will be set up on one of the following association programs:

Group Call 98-A - A program whereby the association agrees to become active participants in marketing the Carrier's service to its members. They agree to direct mail, presentations at group functions, announcements in publications, and providing the Carrier with member listings, etc. In addition, the association will provide a statement, on letterhead and signed, noting their level of participation and number of members eligible. The association may be asked to periodically review and confirm this list. The members may choose from select programs. The association may be on select programs; and they will receive the following residual:

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3.5 Association Programs

\$ 0.00 - \$ 2500.99	1%
\$ 2501.00 - \$ 5000.99	2%
\$ 5001.00 - \$ 7500.99	3%
\$ 7501.00 - \$10000.99	4%
\$10001.00 - \$12500.99	5%
\$12501.00 - \$15000.99	6%
\$15001.00 - \$17500.99	7%
\$17501.00 +	8%

The residual accrues monthly and is paid by check directly to the association on a quarterly basis. The residual is based on the total monthly usage of all members, calculated according to the corresponding residual schedule. Each member will be assigned a corporate account number to ensure their usage is accumulated as a group and applied to their association. All minimum usage fees associated with the applicable rate programs, with the exception of the Minimum Usage Charge listed in the Rates and Charges section, will be waived.

Group Call 98-B - A program whereby the association agrees to the use of their name in marketing the Carrier's service to their members, but they do not take an active role in the marketing. In addition, the association will provide a statement, on letterhead and signed, noting their level of participation and number of members eligible. The members may choose from select programs. The association may be on select programs; and they will receive the following residual:

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3.5 Association Programs

\$ 0.00 - \$ 2500.99	.5%
\$ 2501.00 - \$ 5000.99	1.0%
\$ 5001.00 - \$ 7500.99	1.5%
\$ 7501.00 - \$10000.99	2.0%
\$10001.00 - \$12500.99	2.5%
\$12501.00 - \$15000.99	3.0%
\$15001.00 - \$17500.99	3.5%
\$17501.00 +	4.0%

The residual accrues monthly and is paid by check directly to the association on a quarterly basis. The residual is based on the total monthly usage of all members, calculated according to the corresponding residual schedule. Each member will be assigned a corporate account number to ensure their usage is accumulated as a group and applied to their association. All minimum usage fees associated with the rate programs applicable, with the exception of the Minimum Usage Charge listed in the Rates and Charges section, will be waived.

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3.5 Association Programs

Employee Advantage 98 - A program whereby the association agrees to become active participants in marketing the Carrier's service to their members. They agree to include OneStar information in pay envelopes, postings on bulletin boards, presentations during staff meetings, announcements in company flyers, and provide a location for the display of OneStar literature, etc. In addition, the association will provide a statement, on letterhead and signed, outlining their level of participation, number of employees eligible, and an agreement to review and confirm a list of employees choosing the Employee Advantage 98 Program. The association agrees to confirm the list in writing on a quarterly basis. The association can be on select programs; and they will receive a 5% discount, which will apply up to a maximum discount of \$100.00, on intrastate, interstate, 800, international, travel card, and directory assistance calls on a monthly basis. In order for the association to receive the 5% discount, total member net monthly usage must equal \$100.00 or more. Additionally, each member may be on select programs. No special or promotional discount programs may be used with the Employee Advantage 98 Program. All minimum usage fees associated with the applicable rate programs, with the exception of the Minimum Usage Charge listed in the Rates and Charges section, will be waived.

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3.5 Association Programs

Group Call Advantage- A program whereby the association agrees to become active participants in marketing OneStar service to their members. They agree to include OneStar information in pay envelopes, postings on bulletin boards, presentations during staff meetings, announcements in company flyers, and provide a location for the display of OneStar literature, etc. In addition, the association will provide a statement, on letterhead and signed, outlining their level of participation, number of employees eligible, and an agreement to review and confirm a list of employees choosing the Group Call Advantage program. The association agrees to confirm the list in writing on a quarterly basis. The association can be on select programs. Additionally each member may be on select programs. The association will receive a 10% residual. The residual accrues monthly and is paid by check directly to the association on a quarterly basis. Each member will be assigned a corporate account number to ensure their usage is accumulated as a group and applied to their association. All minimum usage fees associated with the rate program applicable, with the exception of the Minimum Monthly Usage Charge listed in the Rates and Charges section, will be waived.

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3.6 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 calls will be provided at \$1.99 per call.

3.7 Emergency Call Handling Procedures

Emergency calls are calls regarding threats to life or destruction of property and require calls to police or fire department. Such calls are permitted at no charge. If such a call should become necessary through the Carrier's network, the customer may notify the Carrier's office through the local number or the toll-free number, 1-800-482-0000, and a credit will be issued.

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3.8 Promotional Offerings

The Company may offer approved special promotions of new or existing services or products for limited time periods as approved by the Commission. These promotions will include specific tariffed starting and ending dates. All such promotions will be offered on a completely non-discriminatory basis. All such tariffed promotions must be approved by the Commission and must state exactly what charges are being reduced or waived, who is eligible, and what Customers have to do to be eligible.

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3.9 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including, but not limited to, sales taxes, use taxes, gross receipts taxes, personal property taxes and municipal utilities taxes, are billed separately and are not included in the rates quoted herein.

Customer shall be responsible for and shall pay all applicable federal, state, and local taxes or surcharges, including, but not limited to, sales, use, excise, personal property and gross receipts taxes. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings and gross receipts taxes.

3.10 Dishonored Payment Charge

Customers whose payment is returned for insufficient funds, rejected for inactive account, or otherwise not processed for payment as promised by the Customer will be subject to a \$20.00 charge. Such charge will be applicable on each occasion when the Company is unable to process such payment.

3.11 800 Tailored Call Coverage

When a customer chooses to be set up on a OneStar 800 sales program and wishes to have area code programming, they will incur an initial activation fee for this service. They will also incur a monthly administration fee for this service. Any time the customer wishes to have changes made to the area code programming they will incur an additional programming charge. If the sales program that the customer is on has a monthly fee associated with it, that fee will be waived and only the \$7.50 fee associated with 800 Tailored Call Coverage will apply. The fees are as follows:

Initial Activation Fee	\$15.00
Monthly Administration Fee	\$ 7.50
Programming Change Fee	\$15.00

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3.12 Computation of Discounts

Discounts apply to a customer's usage when their sales program consists of either a volume or fixed discount. The discount percentages vary by sales program and customer usage and are applied as specified below.

A customer may qualify for a volume discount as specified in the Current Price List section. The combined total usage of the customer's intraLata, interLata, interstate, international, travel card, and directory assistance calls determines the volume discount level which will be applied to their toll-free and interstate usage. No discounts will be applied to their directory assistance, intraLata, international, or travel card usage.

A customer may qualify for a fixed discount as specified in the Current Price List section. The applicable discount will be applied to the customer's intraLata, interLata, interstate and 800. No discounts will be applied to the directory assistance, international, or travel card usage.

3.13 Validated Project Codes

When a customer chooses to have validated project codes set up for their OneStar account(s), he or she will incur a fee for this service. When the validated project codes are set up in existing tables, they will incur charges according to the Existing Tables charges listed below. When the validated project codes are set up in special tables which must be created, they will incur charges according to the Special Tables charges listed below.

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3.13 Validated Project Codes

The fees are as follows:

Existing Tables

Initial Installation Fee	\$ 5.00
Monthly Administration Fee	\$ 5.00
Table Change Fee	\$ 5.00

Special Tables

Initial Installation Fee	\$20.00
Monthly Administration Fee	\$ 7.50
Table Change Fee	\$ 5.00

3.14 Conference Calling

Conference Calling service is available 24 hours a day, seven days a week to all OneStar customers. Conference Calling charges are included in the customers' monthly OneStar invoices and will be billed for the minutes of usage each time the service is used. The customer may conduct a conference call by using one of the following services. A variety of optional features is also available, upon request, for a nominal charge.

Conference Calling Services:

Operator Assisted Dial Out - Teleconference Coordinators will dial out to the host's list of participants prior to the start of the call, greeting them and placing them into the conference. Teleconference Coordinators are available throughout the entire conference, if needed, and long distance charges are included.

Dial In Meet-Me - Participants dial a preassigned conference call number that allows them to utilize their own long distance provider. Teleconference Coordinators are available throughout the entire conference, if needed.

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3.14 Conference Calling

Dial In 800 Meet-Me - Participants dial a preassigned 800 number to access the conference call. With this option, long distance charges are included and Teleconference Coordinators are available throughout the entire conference, if needed.

Passcode Meet-Me - Participants can access the conference call automatically without the assistance of a Teleconference Coordinator by entering a preassigned passcode upon dialing in. Teleconference Coordinators are available throughout the entire conference, if needed.

800 Passcode Meet-Me - Participants dial a preassigned 800 number to access the conference call. At the time of the call, after dialing the 800 number, participants enter the passcode and will immediately be connected to the other individuals on the call. Teleconference Coordinators are available throughout the entire conference, if needed.

OneStop Toll-Free Conferencing - Customer is issued a passcode which allows him or her to arrange and participate in conference calls 24 hours a day, seven days a week without a reservation. Participants are admitted by dialing a toll-free number and then entering the passcode.

OneStop Toll Conferencing - Customer is issued a passcode which allows him or her to arrange and participate in conference calls 24 hours a day, seven days a week without a reservation. Participants are admitted by dialing a toll number and then entering a passcode.

<u>Conference Calling Service</u>	<u>Charge Per Minute</u>
Operator Assisted Dial Out	\$.3900
	\$2.00 per line set-up charge
Dial In Meet-Me	\$.2800
Dial In 800 Meet-Me	\$.3900
Passcode Meet-Me	\$.2500
800 Passcode Meet-Me	\$.3600
OneStop Toll-Free Conferencing	\$.3000
	\$5.00 per month/per passcode
OneStop Toll Conferencing	\$.2200
	\$5.00 per month/per passcode

*All conference calls are billed in full minute billing increments.

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3.14 Conference Calling

Enhanced Services:

Operator Monitoring/Polling/Queuing:

Operator Monitoring - An operator will direct his/her full attention to the monitoring of an entire single conference so he/she will be immediately available to manage any request or special instructions that may be directed to him/her from the meeting.

Polling - Polling allows the host to ask a series of questions of the participants. The host may ask a yes/no or multiple choice (up to nine) question. Parties respond by pressing appropriate digits on the keypad. The total number of responses for each question is recorded and the results can be printed for the host.

Queuing - The moderator has the ability to control a question and answer session by allowing conference participants to "queue up" for a question using their touch-tone phones.

Broadcast Fax - Customers receive immediate, automatic, and simultaneous distribution of a document to multiple sites via fax.

Participant List - List of all participants faxed or mailed to the host after the conference.

Prenotification (voice or fax) - A customized conference call notification form will be faxed to individuals the host requests to be on the conference call. The form requests each participant to notify the host of their attendance. The form also provides critical information, such as date of call, time of call, and the dial-in number, along with helpful hints on how to make the call a success. Participants may also be notified verbally.

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3.14 Conference Calling

Fax Confirmation - After making a reservation, the host is provided with a fax confirmation of the reservation.

Conference Recording - A 90-minute cassette tape is made of the conference and sent via regular mail. Additional copies are available.

Conference Transcription/Transcript Copies - The entire content of a conference can be transcribed and provided to the host and/or participants. This transcription can be in a written format or on a disk in a number of software formats.

Digital Conference Playback - Allows the customer to have many callers simultaneously dial into a single phone number at any time, to listen and respond to a digital recorded message or to listen to a conference call that they could not attend. Capabilities, such as fast forward, rewind, and pause, are available to all participants via remote access.

Fax on Demand - Using a touch-tone menu, participants can order documents to be faxed to them at any location, immediately, 24 hours a day, seven days a week.

<u>Feature</u>	<u>Charge</u>
Operator Monitoring/ Polling & Queuing	\$.07 per minute per location
Broadcast Fax	\$.50 per minute with \$7.50 set-up
Participant List	\$1.50 per request
Prenotification	\$1.50 per notification (voice or fax)

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3.14 Conference Calling

Fax Confirmation	\$.75 per request
Conference Recording	\$15.00 per 90-minute cassette
Conference Transcription	\$50.00 per transcribed hour (transcribed hour =15 minutes talk time)
Transcript Copies	\$15.00 per copy
Digital Conference Playback	\$20.00 set-up; \$.28 per minute per location for Dial In Meet-Me; \$.42 per minute per location for Dial In 800 Meet-Me
Fax on Demand	\$.45 per minute inbound; \$.55 per minute outbound

Additional Services Provided at No Cost:

Broadcast/Listen Only - Dedicated speaker(s) can hear and be heard. Remaining participants are in a listen-only mode.

Conference Security - A password is distributed to conference participants in advance.

On-Hold Music - Participants are placed on hold and in music status.

Operator Assistance - Operator can be recalled into conference by pressing star zero (*0).

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3.14 Conference Calling

Standing Reservation - A reservation automatically made for certain times (e.g. the first Tuesday of every month).

Subconferencing - Participants are separated into designated groups for private meetings and can regroup as needed throughout the conference.

3.15 National 800 Electronic Listing

Customers choosing to have their toll-free number listed in the National 800 Electronic Service Directory will incur an initial activation fee and a monthly administration fee for this service. The fees are as follows:

Initial Activation Fee	\$17.00
Monthly Administration Fee	\$15.00

3.16 Shared 800 Number Program

Shared 800 Number is a program available to customers wishing to obtain a toll-free number. The customer will have the same toll-free number as other Shared 800 customers located within the same geographical location of Carrier's terminal. For customers in the state of Florida, the toll-free number is 1-800-652-8476

Shared 800 customers will be assigned one 4-digit Personal Identification Number (PIN) which must be used when dialing the toll-free number. Additional PIN's are available upon request. Depending upon the number of additional PIN's requested, a monthly fee may apply.

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3.16 Shared 800 Number Program

Shared 800 numbers cannot have designated areas of service, be ported to another carrier, or be included in the National 800 Electronic Listing. The Shared 800 program can be used in combination with any OneStar 800 sales program. Any recurring monthly fees associated with the 800 sales program chosen will be waived for Shared 800 customers.

The fees are as follows:

Up to Two PIN's	No cost
Each Additional PIN	\$5.00 monthly fee

3.17 Wholesale Service

Wholesale service is available to customers who resell large volumes of long distance inbound and outbound telephone service.

Following are fees and charges associated with the wholesale service programs:

Directory Assistance for UW02	
Rate Program	\$.65.

3.18 Travel Call Surcharge

The customer will incur a \$.20 surcharge when placing a travel card call.

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3.19 Minimum Monthly Usage Charge

Beginning with the customer's second billing cycle, a \$3.00 Minimum Monthly Usage Charge will apply in addition to any monthly fees applicable to the customer's chosen rate program. The Minimum Monthly Usage Charge will apply to all invoices where the long distance call usage does not equal or exceed \$3.00. The charge will be an amount equal to the difference between the long distance call usage and \$3.00. The Minimum Monthly Usage Charge does not apply to dedicated or wholesale rate programs.

3.20 Call Minimum and Rounding Increments

For the first two billing cycles, the customer is subject to the lower call minimum and billing increment combination listed with the customer's individual rate program description listed in the following section. Beginning with the customer's third billing cycle and continuing thereafter, based on the customer's previous month's call cost, the customer's calls will be subject to a sixty (60) second minimum and sixty (60) second billing thereafter if the customer's usage is less than \$20.00 or more per month. If the customer's usage is \$20.00 or more per month, the call minimum and rounding increment will decrease to a lower call minimum and billing increment combination specified in the customer's individual rate program description which is outlined in the following section. The wholesale and dedicated programs are exclusions to this section. A customer who subscribes to an outbound rate program and the corresponding inbound rate program may combine the usage of both programs to reach the \$20.00 usage level.

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3.21 Toll-Free Number Fee

The customer will incur a Toll-Free Number Fee for each toll-free number serviced by OneStar up to a maximum of five (5) toll-free numbers per account. The monthly fee is as follows:

\$2.50 Per Toll-Free Number

3.22 Payphone Use Charge

In order to recover the Company's expenses to comply with the FCC's payphone compensation plan adopted October 9, 1997 (FCC 97-371), a charge will apply to all completed interstate and intrastate calls originating from pay telephones including:

1. Calls billed to a Company-issued access code (e.g. Company Calling Card);
2. "0+" and other calls billed collect, to a third number, to a commercial credit card, or to a calling card issued by a local exchange carrier; and
3. Calls placed via Company toll-free numbers to any customer.

No discounts shall apply to the Payphone Use Charge. Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies, and other interexchange carriers. The Payphone Use Charge applies to the initial completed call and any reoriginated call (i.e. using the "*" symbol) completed and billed as described above.

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3.22 Payphone Use Charge

Application of Payphone Use Charge:

1. Individual calls which otherwise meet the criteria above will be identified as subject to the Payphone Use Charge when coding digits transmitted to the Company at the time the call is placed indicate that the call originates from a payphone (ANI ii digits 07, 23, 27, 29, or 70).
2. Whenever possible the Payphone Use Charge will appear on the same invoice containing the usage charges for the applicable call. The intrastate-interLata and interstate payphone-originated calls will be designated with the letter "P" in the call detail section of the OneStar invoice. The intrastate-intraLata payphone-originated calls will be designated with the letter "B" in the call detail section of the OneStar invoice.
3. At the Company's option, in cases where proper payphone coding digits are not transmitted to the Company prior to completion of a call, the Payphone Use Charge may be billed on a subsequent invoice after the Company has obtained information from a local exchange carrier which confirms that the originating station is an eligible payphone.

Rate Per Completed Call: \$.30

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3.23 Rates Applicable for Hearing/Speech Impaired Persons

When the customer, a properly certified business establishment or individual equipped with TDDs for communications with hearing or speech impaired persons, indicates that intrastate toll messages are communicated using a telecommunications device for the deaf (TDD), the rates shall be evening rates for daytime calls and night rates for evening and night calls.

When the customer indicates that intrastate toll calls are received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay calls.

Florida Public Service Commission Rules and Regulations require the Company to provide the first 50 directory assistance calls initiated per billing cycle by handicapped persons free of charge.

3.24 Operator Service

This surcharge applies to Operator Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

The Company will enforce the operator service rules specified by the Commission and by the FCC.

3.25 Toll-Free Number PIN Charge

Customers with toll-free numbers who request PIN numbers will have an installation and monthly charge as follows:

Installation Charge	\$5.00 per PIN
Monthly Charge	\$5.00 per PIN

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3.26 Referral Program

Give Yourself Credit

When a current customer refers a potential customer to the Company, the current customer becomes eligible for a one-time credit after the referred customer switches to the Company's service. The amount of credit is based upon the referred customer's estimated monthly usage as listed below:

Estimated Usage	Credit
\$ 0 - \$ 75.00	\$10.00
\$ 75.00 - \$150.00	\$50.00
\$150.01 +	\$75.00

Credits will appear on the current customer's invoice after the referred customer switches to the Company's service. A current or potential customer will not receive a credit for referring his or her own account.

3.27 Video Conferencing

Description of Service

Video conferencing allows OneStar customers at two or more locations to see and hear each other. Video conferencing is available twenty-four hours a day, seven days a week to all OneStar customers. Video conferencing charges are included in the customer's monthly OneStar invoice.

Video Conferencing Services

<p>Multipoint Service:</p>	<p>OneStar's video conferencing service provides multipoint video service for anyone with H.320 standard compliant video equipment. In addition, OneStar's service supports video conferencing establishment made with dial-in or dial-out connections.</p>
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3.27 Video Conferencing

Room Reservation Service: Participants in need of reservation service can use OneStar to facilitate all aspects of the process. If a participant does not have his or her own equipment, OneStar can schedule public rooms.

Technical Support: OneStar will document the equipment and transmission elements of each video facility to ensure that quality remains consistent. OneStar will provide site coordinators to offer technical support to users of this service.

Explanation of Fees/Charges

Video Bridging Fee: This fee represents the connection, dialed in or dialed out, charges for each video conferencing participant. It is charged on a per minute, per location basis.

Video Launching Fee: This fee applies when the end user utilizes privately owned video conferencing equipment. In cases where the end user is not able to begin a call, OneStar calls the end user's video conferencing equipment to launch the conference. This is a one-time set-up charge.

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3.27 Video Conferencing

Video Room Reservation Fee: This fee is charged on a per reservation basis for the enlistment of OneStar to schedule video calls for the room and to manage the available times in the conference room.

Video Transmission Fee: This fee represents the long distance charges associated with a video call. The video calls are broken down into channels, and calls are billed on a per channel basis.

<u>Video Conferencing Service</u>	<u>Charges Per Minute</u>
Video Bridging Fee	\$.90 per minute, per location
Video Launching Fee	\$50.00 per video conference
Video Room Reservation Fee	\$7.00 per reservation
Video Transmission Fee	\$.25 per minute, per channel

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3.28 Telecommunications Relay Service

Telecommunications Relay Service (TRS) is a relay telecommunications service for the deaf, hearing and/or speech impaired population. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech.

Certain Calls may not be placed through TRS:

- a. Calls to 700 numbers;
- b. Calls to time or weather recorded messages;
- c. Calls to other informational recordings; and
- d. Operator handled conference service and other teleconference calls.

TRS Charge: .003% of net charges (including usage and other miscellaneous charges).

3.29 Property Acquisition Charge

A Property Acquisition Charge ("PAC") will be applied on a monthly basis to all accounts.

Property Acquisition Charge: .003% of net charges (including usage and other miscellaneous charges).

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3.30 ONcall Service

ONcall is available twenty-four hours per day, seven days per week.

ONcall customers can designate the routing of their toll-free number to up to five predetermined locations. ONcall charges are included in the customer's monthly OneStar invoices. Voice mail and call forwarding must be set up by the customer through his or her local exchange carrier in order to allow the Company to supply ONcall service.

Subscribers may route calls by the day of week or time of day if they choose.

The following features are available to all ONcall customers:

Phone Features:

Location: This is the name identifying the location of the calling number.

Phone Number: ONcall service uses this number to locate the subscriber.

Rings: This feature is the number of times a phone will be allowed to ring before the next location is tried. The system will default to three (3) rings; however, ONcall subscribers may choose from zero (0) to nine (9) rings.

Pager: This is the number ONcall service will use when the calling party is routed to the Pager option.

Voice Mail: This is the number ONcall service will use when the calling party is routed to the Voice Mail system.

Message Retrieval: This is the number used to access Voice Mail messages left on the system. ONcall service will route calls to the subscriber's Voice Mail so they can retrieve messages.

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3.30 ONcall Service**Sequence Features:**

Do Not Disturb: This feature blocks calls routed to the subscriber. The 'ON with PIN' override status will allow customers to override the blocking.

Call Forwarding: This feature routes calls to the subscriber. The 'ON' status will divert all calls to the Call Forwarding sequence. 'ON with PIN' override allows only those callers with the override PIN to be forwarded to the Call Forwarding sequence.

Busy: This feature routes calls to the subscriber's Busy sequence. 'ON first' status routes the calls to the Busy sequence when the first phone number tried is busy.

Search Announcement: This feature allows the subscriber to determine when the 'Searching Phone Numbers' announcement should be played. The announcement will inform the caller that the Service is trying another number and that they can either continue holding or leave a message. The announcement may be played after the first number is tried, after each number is tried, or may not be played at all.

Override PIN: A number issued to ONcall subscribers who want to allow selected callers to override the 'Do Not Disturb' or the 'Call Forwarding' feature.

Access PIN: A number used by ONcall subscribers to access Oncall service for the purpose of making outgoing calls, retrieving messages, or administering feature data.

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3.30 ONcall Service

ONcall Service Charges:

Following are fees and charges associated with the ONcall service:

One-time set up fee	\$ 9.95 per toll-free number
Monthly fee	\$ 5.95 per toll-free number*
Maintenance fee	\$ 10.00 per routing change made via Customer Service
Toll-free Service rate	\$.0990 per minute

*This monthly fee takes the place of the Toll-Free Number Fee.

ONcall customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. ONcall customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with six second billing thereafter. Calls are billed in one-tenth of a minute increments.

3.31 Enhanced Toll-Free Service

Enhanced toll-free service allows a customer to route its toll-free number to ring in multiple locations according to several different options. These options, as described below, can be used singly or in combination with one another as the customer wishes.

Routing options:

Call Routing by Area of Origin

This option allows the customer to route calls based on the area of calls' origin. An area of origin can be a geographic area within a state, a region of the country, or some other geographically defined area as described by the customer. Additionally, customers may block calls originating in a particular area or areas.

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3.31 Enhanced Toll-Free Service (cont'd)Call Routing by Special Date

This option allows the customer to route calls based on special dates, such as national holidays. A customer may define up to 23 different special dates.

Call Routing by Day of Week

This option allows the customer to route calls based on the different days of the week.

Call Routing by Time of Day

This option allows the customer to route calls according to the time of day.

Call Distribution

This option allows the customer to distribute calls received to different destinations in predefined proportions. Calls may be distributed to as many as 24 destination numbers per time period.

Call Busy/No Answer Time

Customers using this option may arrange for calls which are unable to terminate due to a busy or no-answer condition to be rerouted a predetermined number of times to different destinations. Should the call still not be able to terminate, it will be forwarded to the customer's designated overflow destination. Should the call still remain unanswered, it will be forwarded to the appropriate recorded announcement.

Call Distribution Overflow

This option allows a customer to route calls to a predefined overflow destination. Should calls routed to the overflow destination be unanswered, they will be forwarded to the appropriate recorded, busy or no-answer, announcement.

Applicable Rates and Charges

Set-up fee:	\$19.95
Monthly fee:	\$ 4.95 per toll-free number
Change fee:	\$ 9.95
Per Minute Charges:	As defined by the customer's toll-free rate program

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SECTION 4 - CURRENT PRICE LIST

4.1 Prepaid Calling Card

\$.25 Per Telecom Unit

Calls are billed at 60 second minimum with 60 second billing thereafter.

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4.2 Premier A

IntraLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1301	\$.1301	\$.1301

InterLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1301	\$.1301	\$.1301

Premier A customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier A customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

4.3 Premier A 800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1301	\$.1301	\$.1301

Premier A 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier A 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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4.4 Premier B

IntraLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1248	\$.1248	\$.1248

InterLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1248	\$.1248	\$.1248

Premier B customers must sign a one year term agreement. Premier B customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier B customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

4.5 Premier B 800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1248	\$.1248	\$.1248

Premier B 800 customers must sign a one year term agreement. Premier B 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Premier B 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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4.6 Jupiter

IntraLata Rates Per Minute
 Day Evening Night/Weekend
 \$.1301 \$.1301 \$.1301

InterLata Rates Per Minute
 Day Evening Night/Weekend
 \$.1301 \$.1301 \$.1301

Jupiter customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Jupiter customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

4.7 Jupiter 800

Rates Per Minute
 Day Evening Night/Weekend
 \$.1301 \$.1301 \$.1301

Jupiter 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Jupiter 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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4.8 Neptune

IntraLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1248	\$.1248	\$.1248

InterLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1248	\$.1248	\$.1248

Neptune customers must have a minimum monthly usage of \$5.00 or more. Neptune customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Neptune customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-1 rate applies.

4.9 Neptune 800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1248	\$.1248	\$.1248

Neptune 800 customers must have a minimum monthly usage of \$5.00 or more. Neptune 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Neptune 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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4.10 Travel Card 99-1

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1690	\$.1690	\$.1690

Travel Card 99-1 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Travel Card 99-1 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

4.11 T1

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T1 customers will have a \$19.95 installation fee. T1 customers will have calls billed at a 60 second minimum with 60 second billing thereafter. T1 customers will have a \$4.95 monthly fee. T7 Travel Card rate applies.

4.12 T1 800

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T1 800 customers will have a \$19.95 installation fee. T1 800 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

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4.13 T2

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T2 customers will have a \$19.95 installation fee. T2 customers will have calls billed at a 60 second minimum with 60 second billing thereafter. T7 Travel Card rate applies.

4.14 T2 800

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T2 800 customers will have a \$19.95 installation fee. T2 800 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.15 T3

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T3 customers will have a \$19.95 installation fee. T3 customers will have calls billed at a 60 second minimum with 60 second billing thereafter. T3 customers will have a \$1.95 monthly fee. T7 Travel Card rate applies.

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4.16 T3 800

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T3 800 customers will have a \$19.95 installation fee. T3 800 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.17 T4

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T4 customers will have calls billed at a 60 second minimum with 60 second billing thereafter. T4 customers will have a \$2.95 monthly fee. T7 Travel Card rate applies.

4.18 T4 800

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T4 800 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

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4.19 T5

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T5 customers will have a \$19.95 installation fee. T5 customers will have calls billed at a 120 second minimum with 60 second billing thereafter. T5 customers will have a \$3.95 monthly fee. T7 Travel Card rate applies.

4.20 T5 800

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T5 800 customers will have a \$19.95 installation fee. T5 800 customers will have calls billed at a 120 second minimum with 60 second billing thereafter.

4.21 T6

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T6 customers will have calls billed at a 180 second minimum with 60 second billing thereafter. T6 customers will have a \$4.95 monthly fee. T7 Travel Card rate applies.

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4.22 T6 800

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1259	\$.1259	\$.1259

T6 800 customers will have calls billed at a 180 second minimum with 60 second billing thereafter.

4.23 T7 Travel Card

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1900	\$.1900	\$.1900

T7 Travel Card customers will have a \$2.95 installation fee. T7 Travel Card customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.24 Travel Card 99-2

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1390	\$.1390	\$.1390

Travel Card 99-2 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Travel Card 99-2 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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4.25 Mars

Rate Per Minute		
Day	Evening	Night/Weekend
\$.1196	\$.1196	\$.1196

Mars customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Mars customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Mars has a monthly fee of \$.95. Monthly fee waived when usage exceeds \$50.00. Mars usage combined with Mars 800 usage also qualifies to waive monthly fee when total usage exceeds \$50.00. A customer who has Mars and Mars 800 will only incur a \$.95 fee if their combined usage is less than \$50.00. Travel Card 99-2 rates apply.

4.26 Mars 800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1196	\$.1196	\$.1196

Mars 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Mars 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Mars 800 has a monthly fee of \$.95. Monthly fee waived when usage exceeds \$50.00. Mars 800 usage combined with Mars usage also qualifies to waive monthly fee when total usage exceeds \$50.00. A customer who has Mars 800 and Mars will only incur a \$.95 fee if their combined usage is less than \$50.00.

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4.27 Galaxy

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1196	\$.1196	\$.1196

Galaxy customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Galaxy customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-2 rate applies.

4.28 Galaxy 800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1196	\$.1196	\$.1196

Galaxy customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Galaxy customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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4.29 Meridian A

Rates Per Minute		
Day	Evening	Night//Weekend
\$.1196	\$.1196	\$.1196

Meridian A customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Meridian A customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Meridian A has a monthly fee of \$.95. Monthly fee waived when usage exceeds \$50.00 or if a one year term agreement is signed. Meridian A usage combined with Meridian A 800 usage also qualifies to waive monthly fee when total usage exceeds \$50.00. A customer who has Meridian A and Meridian A 800 will only incur a \$.95 fee if their combined usage is less than \$50.00. Travel Card 99-2 rates apply.

4.30 Meridian A 800

Rates Per Minute		
Day	Evening	Night//Weekend
\$.1196	\$.1196	\$.1196

Meridian A 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Meridian A 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Meridian A 800 has a monthly fee of \$.95. Monthly fee waived when usage exceeds \$50.00 or if a one year term agreement is signed. Meridian A 800 usage combined with Meridian A usage also qualifies to waive monthly fee when total usage exceeds \$50.00. A customer who has Meridian A 800 and Meridian A will only incur a \$.95 fee if their combined usage is less than \$50.00.

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4.31 Sunshine C

Rate Per Minute		
Day	Evening	Night/Weekend
\$.0790	\$.0790	\$.0790

Sunshine C customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Sunshine C customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-2 rates apply.

4.32 Sunshine C 800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.0790	\$.0790	\$.0790

Sunshine C 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Sunshine C 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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4.33 U01

IntraLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1148	\$.1148	\$.1148

InterLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1148	\$.1148	\$.1148

U01 customers whose monthly usage is less than \$75.00 will have a \$3.95 monthly fee. U01 usage may be combined with U01800 usage to reach the \$75.00 usage level. U01 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U01 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card UTC01 rate applies.

4.34 U01800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1349	\$.1349	\$.1349

U01800 customers whose monthly usage is less than \$75.00 will have a \$3.95 monthly fee. U01800 usage may be combined with U01 usage to reach the \$75.00 usage level. U01800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U01800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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4.35 U02

IntraLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.0990	\$.0990	\$.0990

InterLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.0990	\$.0990	\$.0990

U02 customers will have a \$3.95 monthly fee. U02 customers will have calls billed at a 60 second minimum with 60 second billing thereafter. Travel Card UTC01 rate applies.

4.36 U02800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.0990	\$.0990	\$.0990

U02800 customers will have a \$3.95 monthly fee. U02800 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.37 U03

IntraLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1773	\$.1773	\$.1773

InterLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1773	\$.1773	\$.1773

U03 customers will have calls billed at a 60 second minimum with 60 second billing thereafter. Travel Card UTC01 rate applies.

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4.38 U03800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1890	\$.1890	\$.1890

U03800 customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.39 U04

IntraLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1583	\$.1583	\$.1583

InterLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1583	\$.1583	\$.1583

U04 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U04 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card UTC01 rate applies.

4.40 U04800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1583	\$.1583	\$.1583

U04800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U04800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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4.41 U05

IntraLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1033	\$.1033	\$.1033

InterLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1033	\$.1033	\$.1033

U05 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U05 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card UTC01 rate applies.

4.42 U05800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1214	\$.1214	\$.1214

U05800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U05800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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4.43 U06

IntraLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1301	\$.1301	\$.1301

InterLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1301	\$.1301	\$.1301

U06 customers whose monthly usage is less than \$25.00 will have a \$3.95 monthly fee. U06 usage may be combined with U06800 usage to reach the \$25.00 usage level. U06 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U06 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card UTC01 rate applies.

4.44 U06800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1301	\$.1301	\$.1301

U06800 customers whose monthly usage is less than \$25.00 will have a \$3.95 monthly fee. U06800 usage may be combined with U06 usage to reach the \$25.00 usage level. U06800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. U06800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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4.45 UTC01 Travel Card

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1990	\$.1990	\$.1990

UTC01 Travel Card customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.46 UW02

IntraLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.0850	\$.0850	\$.0850

InterLata rates Per Minute		
Day	Evening	Night/Weekend
\$.0850	\$.0850	\$.0850

UW02 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. UW02 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card UWTC01 rate applies.

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4.47 UW02800

IntraLata Rates Per Minute
 Day Evening Night/Weekend
 \$.0850 \$.0850 \$.0850

InterLata Rates Per Minute
 Day Evening Night/Weekend
 \$.0850 \$.0850 \$.0850

UW02800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. UW02800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

4.48 UWTC01 Travel Card

Rates Per Minute
 Day Evening Night/Weekend
 \$.1700 \$.1700 \$.1700

UWTC01 Travel Card customers will have calls billed at a 60 second minimum with 60 second billing thereafter.

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4.49 Focus

IntraLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.0990	\$.0990	\$.0990

InterLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.0990	\$.0990	\$.0990

Focus customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Focus customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Focus customers whose usage is less than \$100.00 per month will incur a \$3.00 monthly fee. Focus usage may be combined with Focus 800 usage to reach the \$100.00 level. Monthly fee waived with one year term agreement. Travel Card 99-2 rate applies.

4.50 Focus 800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.0990	\$.0990	\$.0990

Focus 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Focus 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Focus 800 customers whose usage is less than \$100.00 per month will incur a \$3.00 monthly fee. Focus 800 usage may be combined with Focus usage to reach the \$100.00 level. Monthly fee waived with one year term agreement.

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4.51 Vision

IntraLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1039	\$.1039	\$.1039

InterLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1039	\$.1039	\$.1039

Vision customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Vision customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Vision customers whose usage is less than \$50.00 per month will incur a \$2.00 monthly fee. Vision usage may be combined with Vision 800 usage to reach the \$50.00 level. Monthly fee waived with one year term agreement. Travel Card 99-2 rate applies.

4.52 Vision 800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1039	\$.1039	\$.1039

Vision 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Vision 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Vision 800 customers whose usage is less than \$50.00 per month will incur a \$2.00 monthly fee. Vision 800 usage may be combined with Vision usage to reach the \$50.00 level. Monthly fee waived with one year term agreement.

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4.53 Acclaim

IntraLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1039	\$.1039	\$.1039

InterLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.1039	\$.1039	\$.1039

Acclaim customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Acclaim customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Acclaim customers whose usage is less than \$100.00 per month will incur a \$3.00 monthly fee. Acclaim usage may be combined with Acclaim 800 usage to reach the \$100.00 level. Monthly fee waived with one year term agreement. Travel Card 99-2 rate applies.

4.54 Acclaim 800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.1039	\$.1039	\$.1039

Acclaim 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Acclaim 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Acclaim 800 customers whose usage is less than \$100.00 per month will incur a \$3.00 monthly fee. Acclaim 800 usage may be combined with Acclaim usage to reach the \$100.00 level. Monthly fee waived with one year term agreement.

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4.55 Prime Plus

IntraLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.0990	\$.0990	\$.0990

InterLata Rates Per Minute		
Day	Evening	Night/Weekend
\$.0990	\$.0990	\$.0990

Prime Plus customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Prime Plus customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Prime Plus customers will incur a \$3.95 monthly fee. Travel Card 99-2 rate applies.

4.56 Prime Plus 800

Rates Per Minute		
Day	Evening	Night/Weekend
\$.0990	\$.0990	\$.0990

Prime Plus 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Prime Plus 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Prime Plus customers will incur a \$3.95 monthly fee.

Issued:

By:

Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

Effective:

4.57 Referral One

Rate Per Minute

Day	Evening	Night/Weekend
\$.1140	\$.1140	\$.1140

Referral One customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Referral One customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. Travel Card 99-2 rates apply.

4.58 Referral One 800

Rates Per Minute

Day	Evening	Night/Weekend
\$.1140	\$.1140	\$.1140

Referral One 800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Referral One 800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

Issued:

Effective:

By: Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard

4.59 Last Call Rates

IntraLata Rates Per Minute
Day Evening Night/Weekend
\$.0740 \$.0740 \$.0740

InterLata Rates Per Minute
Day Evening Night/Weekend
\$.0740 \$.0740 \$.0740

Last Call rates are available to customers who have utilized OneStar as their telecommunication service provider for a minimum of ninety (90) days. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Customers whose monthly usage is \$20.00 or more will have calls billed at 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments. TravelCard 99-2 rates apply.

4.60 Last Call 800 Rates

IntraLata Rates Per Minute
Day Evening Night/Weekend
\$.0740 \$.0740 \$.0740

InterLata Rates Per Minute
Day Evening Night/Weekend
\$.0740 \$.0740 \$.0740

Last Call rates are available to customers who have utilized OneStar as their telecommunication service provider for a minimum of ninety (90) days. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Customers whose monthly usage is \$20.00 or more will have calls billed at 18 second minimum with 6 second billing thereafter. Calls are billed in one-tenth of a minute increments.

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7100 Eagle Crest Boulevard

Effective:

Evansville, Indiana 47715

4.61 NWOLD1

Rates Per Minute

Day	Evening	Night/Weekend
\$0.0550	\$0.0550	\$0.0550

NWOLD1 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second thereafter.

4.62 NWOLD1/800

Rates Per Minute

Day	Evening	Night/Weekend
\$0.0550	\$0.0550	\$0.0550

NWOLD1/800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.63 NWOLD2

Rates Per Minute

Day	Evening	Night/Weekend
\$0.0650	\$0.0650	\$0.0650

NWOLD2 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.64 NWOLD2/800

Rates Per Minute

Day	Evening	Night/Weekend
\$0.0650	\$0.0650	\$0.0650

NWOLD2/800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

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Evansville, Indiana 47715

4.65 NWOLD3

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.0750	\$0.0750	\$0.0750

NWOLD3 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.66 NWOLD3/800

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.0750	\$0.0750	\$0.0750

NWOLD3/800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.67 NWOLD4

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.0850	\$0.0850	\$0.0850

NWOLD4 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.68 NWOLD4/800

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.0850	\$0.0850	\$0.0850

NWOLD4/800 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

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Effective:

4.69 NWOLD5

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.0950	\$0.0950	\$0.0950

NWOLD5 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.70 NWOLD5/800

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.0950	\$0.0950	\$0.0950

NWOLD5/800 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.71 NWOLD6

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.1050	\$0.1050	\$0.1050

NWOLD6 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.72 NWOLD6/800

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.1050	\$0.1050	\$0.1050

NWOLD6/800 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

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Evansville, Indiana 47715

Effective:

4.73 NWOLD7

Rates Per Minute

Day	Evening	Night/Weekend
\$0.1150	\$0.1150	\$0.1150

NWOLD7 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.74 NWOLD7/800

Rates Per Minute

Day	Evening	Night/Weekend
\$0.1150	\$0.1150	\$0.1150

NWOLD7/800 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.75 NWOLD8

Rates Per Minute

Day	Evening	Night/Weekend
\$0.1250	\$0.1250	\$0.1250

NWOLD8 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.76 NWOLD8/800

Rates Per Minute

Day	Evening	Night/Weekend
\$0.1250	\$0.1250	\$0.1250

NWOLD8/800 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

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Evansville, Indiana 47715

Effective:

4.77 NWOLD9

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.1350	\$0.1350	\$0.1350

NWOLD9 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.78 NWOLD9/800

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.1350	\$0.1350	\$0.1350

NWOLD9/800 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.79 NWOLD10

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.1700	\$0.1700	\$0.1700

NWOLD10 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.80 NWOLD10/800

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.1700	\$0.1700	\$0.1700

NWOLD10/800 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

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Evansville, Indiana 47715

4.81 NWOLD11

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.0610	\$0.0610	\$0.0610

NWOLD11 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.82 NWOLD11/800

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.0610	\$0.0610	\$0.0610

NWOLD11/800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter.

4.83 Saving Solution

Customers may utilize this program on a month-to-month basis or sign a one, two, or three year term agreement. Saving Solution customers who sign a term agreement must commit to \$100.00 usage per month. Saving Solutions customers who do not meet the monthly commitment will be charged an amount equal to the difference between \$100.00 and the monthly usage. Saving Solution customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Saving Solutions customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Rates vary according to the option chosen. Calls are billed in one tenth of a minute increments. Travel Card 2001 rates apply.

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Evansville, Indiana 47715

4.83 Saving Solution (cont'd)

Month to Month Rates Per Minute

Day	Evening	Night/Weekend
\$0.0718	\$0.0718	\$0.0718

One Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0660	\$0.0660	\$0.0660

Two Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0640	\$0.0640	\$0.0640

Three Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0629	\$0.0629	\$0.0629

4.84 Saving Solution/800

Customers may utilize this program on a month-to-month basis or sign a one, two, or three year term agreement. Saving Solution/800 customers who sign a term agreement must commit to \$100.00 usage per month. Saving Solution/800 customers who do not meet the monthly commitment will be charged an amount equal to the difference between \$100.00 and the monthly usage. Saving Solution/800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Saving Solution/800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Rates vary according to the option chosen. Calls are billed in one tenth of a minute increments.

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Evansville, Indiana 47715

4.84 Saving Solution/800 (cont'd)

Month-to-Month Rates Per Minute

Day	Evening	Night/Weekend
\$0.0718	\$0.0718	\$0.0718

One Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0660	\$0.0660	\$0.0660

Two Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0640	\$0.0640	\$0.0640

Three Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0629	\$0.0629	\$0.0629

4.85 Strictly Business

Customers may utilize this program on a month-to-month basis or sign a one, two, or three year term agreement. Strictly Business customers who sign a term agreement must commit to \$500.00 usage per month. Strictly Business customers who do not meet the monthly commitment will be charged an amount equal to the difference between \$500.00 and the monthly usage. Strictly Business customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Strictly Business customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Rates vary according to the option chosen. Calls are billed in one tenth of a minute increments. Travel Card 2001 rates apply.

Issued:

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By: Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

4.85 Strictly Business (cont'd)

Month to Month Rates Per Minute

Day	Evening	Night/Weekend
\$0.0718	\$0.0718	\$0.0718

One Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0640	\$0.0640	\$0.0640

Two Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0629	\$0.0629	\$0.0629

Three Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0599	\$0.0599	\$0.0599

4.86 Strictly Business/800

Customers may utilize this program on a month-to-month basis or sign a one, two, or three year term agreement. Strictly Business/800 customers who sign a term agreement must commit to \$500.00 usage per month. Strictly Business/800 customers who do not meet the monthly commitment will be charged an amount equal to the difference between \$500.00 and the monthly usage. Strictly Business/800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Strictly Business/800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Rates vary according to the option chosen. Calls are billed in one tenth of a minute increments.

Issued:

Effective:

By: Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

4.86 Strictly Business/800 (cont'd)

Month-to-Month Rates Per Minute

Day	Evening	Night/Weekend
\$0.0718	\$0.0718	\$0.0718

One Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0640	\$0.0640	\$0.0640

Two Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0629	\$0.0629	\$0.0629

Three Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0599	\$0.0599	\$0.0599

4.87 Savin' to the Max

Customers may utilize this program on a month to month basis or sign a one, two, or three year term agreement. Savin' to the Max customers who sign a term agreement must commit to \$2,500.00 usage per month. Savin' to the Max customers who do not meet the monthly commitment will be charged an amount equal to the difference between \$2,500.00 and the monthly usage. Savin' to the Max customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Savin' to the Max customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Rates vary according to the option chosen. Calls are billed in one tenth of a minute increments. Travel Card 2001 rates apply.

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By: Ami Larrison, Director, Regulatory Affairs
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Evansville, Indiana 47715

4.87 Savin' to the Max (cont'd)

Month-to-Month Rates Per Minute

Day	Evening	Night/Weekend
\$0.0718	\$0.0718	\$0.0718

One Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0629	\$0.0629	\$0.0629

Two Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0599	\$0.0599	\$0.0599

Three Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0569	\$0.0569	\$0.0569

4.88 Savin' to the Max/800

Customers may utilize this program on a month-to-month basis or sign a one, two, or three year term agreement. Savin' to the Max/800 customers who sign a term agreement must commit to \$2,500.00 usage per month. Savin' to the Max/800 customers who do meet the monthly commitment will be charged an amount equal to the difference between \$2,500.00 and the monthly usage. Savin' to the Max/800 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Savin' to the Max/800 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Rates vary according to the option chosen. Calls are billed in one tenth of a minute increments.

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Evansville, Indiana 47715

Effective:

4.88 Savin' to the Max/800 (cont'd)

Month-to-Month Rates Per Minute

Day	Evening	Night/Weekend
\$0.0718	\$0.0718	\$0.0718

One Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0629	\$0.0629	\$0.0629

Two Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0599	\$0.0599	\$0.0599

Three Year Term Agreement Rates Per Minute

Day	Evening	Night/Weekend
\$0.0569	\$0.0569	\$0.0569

4.89 Travel Card 2001

Rates Per Minute

Day	Evening	Night/Weekend
\$0.1390	\$0.1390	\$0.1390

Travel Card 2001 customers whose monthly usage is \$20.00 or more will have calls billed at an 18 second minimum with 6 second billing thereafter. Travel Card 2001 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

4.90 NWOTC1

Rates Per Minute

Day	Evening	Night/Weekend
\$0.5000	\$0.5000	\$0.5000

NWOTC1 customers whose monthly usage is \$20.00 or more will have calls billed at a 60 second minimum with 6 second billing thereafter. NWOTC1 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

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Evansville, Indiana 47715

Effective:

4.91 NWOTC2

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.2500	\$0.2500	\$0.2500

NWOTC2 customers whose monthly usage is \$20.00 or more will have calls billed at a 60 second minimum with 6 second billing thereafter. NWOTC2 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

4.92 NWOTC3

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.1190	\$0.1190	\$0.1190

NWOTC3 customers whose monthly usage is \$20.00 or more will have calls billed at a 60 second minimum with 6 second billing thereafter. NWOTC3 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

4.93 NWOTC4

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.1800	\$0.1800	\$0.1800

NWOTC4 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. NWOTC4 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

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Effective:

4.94 NWOTC5

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.1490	\$0.1490	\$0.1490

NWOTC5 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. NWOTC5 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

4.95 NWOTC6

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.0990	\$0.0990	\$0.0990

NWOTC6 customers whose monthly usage is \$20.00 or more will have calls billed at a 30 second minimum with 6 second billing thereafter. NWOTC6 customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

4.96 NWODED1

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.0629	\$0.0629	\$0.0629

Customers whose monthly usage is \$20.00 or more will have calls billed at a 6 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments.

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Evansville, Indiana 47715

Effective:

4.97 NWODED2

Rates Per Minute		
Day	Evening	Night/Weekend
\$0.0610	\$0.0610	\$0.0610

Customers whose monthly usage is \$20.00 or more will have calls billed at a 18 second minimum with 6 second billing thereafter. Customers whose monthly usage is less than \$20.00 will have calls billed at a 60 second minimum with 60 second billing thereafter. Calls are billed in one tenth of a minute increments. Customers will incur a monthly fee of \$832.40

4.98 NWODED52

NWDODED52 customers pay a flat monthly charge of \$790.04.

4.99 NWODED53

NWDODED53 customers pay a flat monthly charge of \$406.37.

Issued:

Effective:

By: Ami Larrison, Director, Regulatory Affairs
7100 Eagle Crest Boulevard
Evansville, Indiana 47715

EXHIBIT

B

MANAGEMENT TEAM PROFILE

The following personnel play a key role in the general management, marketing and operations of OneStar Long Distance, Inc. (OneStar).

Alan J. Powers, Chief Executive Officer and Secretary, was previously a partner in the accounting firm of Harding, Shymanski & Company from 1969 to 1981.

From 1978 to 1990 Mr. Powers was part owner in the Godfather's Pizza Restaurants in the Evansville, Indiana area.

From 1983 to 1992, he entered the resell telephone business and served as President of Rhode Management Corporation, general partner of Providence TMC, Ltd., providing telecommunications service in the states of Rhode Island, Massachusetts and Connecticut. He also held the position of President of TelaMarketing Investments, Inc., general partner of TelaMarketing Investments, Ltd., providing telecommunications service in six states including Ohio, Nebraska, South Dakota, Iowa, Pennsylvania and West Virginia.

TelaMarketing Investments, Ltd. was sold in 1992 and Providence TMC, Ltd. d/b/a TMC Long Distance is today known as OneStar Long Distance, Inc.

A graduate of Indiana University at Bloomington, Mr. Powers holds a B.S. in Accounting and is a Certified Public Accountant. He is responsible for the financial aspects of OneStar Long Distance, Inc.

Michael W. Hanus, President, was previously a member of the Reserve Management Group for Sears, Roebuck & Company. During his twelve and one-half years of employment, his responsibilities included the areas of sales, marketing and retail management.

From 1983 to 1992 he was employed by TelaMarketing Investments, Ltd. where he held the position of General Manager. He served in many capacities; including sales program development, marketing, management and networking with multiple switch sites for the six state region.

A graduate of the University of Wisconsin at Milwaukee, Mr. Hanus holds a B.S. in Economics and is responsible for the marketing and management aspects of OneStar Long Distance, Inc.

Mark Powers, Vice President and Treasurer

Prior to joining TelaMarketing Investments, Ltd. in 1988, Mr. Powers served as Controller and Treasurer for Midwest Equipment & Supply Company and managed the data processing department. From 1988 to 1992, as Controller for TMC, he was responsible for the data processing and accounting matters.

A graduate of the University of Southern Indiana, Mr. Powers holds a B.S degree in Accounting and is a Certified Public Accountant. His responsibilities include management of the information systems and networking departments of OneStar Long Distance, Inc.

EXHIBIT

C

David Gibson, Vice President Network Operations

Mr. Gibson joined OneStar in 1995 in the position consisting of network data entry. He comes from a background weighed heavily in accounting and systems support. After two months with OneStar he had automated his job functions and moved more into a systems support position. While gaining knowledge of the systems and automating many of the CARE, Network load, CABS and back office functions, he also gained a very strong telecommunications knowledge. Mr. Gibson moved into the Network Department in 1997 dealing primarily with the Network costing, design and efficiency. As OneStar has grown, Mr. Gibson's responsibilities have also grown to include RespOrg, Engineering, Switch Operations, Costing, CABS, and NOC. Mr. Gibson is Seimen's certified, and has attended various other training sessions pertaining to Network components. During his tenure at OneStar he has been responsible for the integration of 3 new switches to the network, 3 new installations and certifications, 2 switch decommissions, and crucial to establishing all supporting systems to the network. Mr. Gibson's current duties have been refocused to include the key Network areas of engineering, operations, and optimization, while he continues to provide input and direction to various other areas.

Jarrold Pfaffmann, Director Network Engineering

Mr. Pfaffmann joined OneStar in 1996 after serving 3 ½ years at American General Finance in their credit card division located in Evansville, Indiana. His tenure at OneStar has involved him in many aspects of both front-end customer service and later in the Engineering and Operations side of the Company. Mr. Pfaffmann's current role involves an emphasis on operations, network engineering and design, customer care and technical support.

Michael Sibrel, Network Operations Center Manager

Mr. Sibrel joined OneStar in 1999 as a project manager after serving as a Regional Operations Manager for KLF Business Communication Systems. As a regional operations manager for KLF, Mr. Sibrel had responsibility for installation/service of customer equipment throughout a multi-state region and Mexico. Prior to his involvement with KLF he served in various capacities in Public Safety/Law Enforcement. Mr. Sibrel's migration to telecommunications was a logical step after serving from 1990 – 1996 as Director of a Public Safety Communications E9-1-1 Center. In that capacity, Mr. Sibrel implemented a communications center and E9-1-1 system to provide emergency services to a jurisdiction that provided services to twenty-eight emergency service agencies, including police, fire, and EMS, as well as, implementing a first of it's kind E9-1-1 system utilizing multiple telecom switches. In 2000, he was named as OneStar's NOC Manager and charged with the implementation of a functional Network Operations Center.

EXHIBIT

D

Orchestral Communications, LLC
Balance Sheet
 For the 12 Months Ending December 31, 2001

	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01
ASSETS													
Cash	2,698,325	988,675	765,661	409,206	415,992	418,171	432,040	432,991	438,415	443,874	446,598	452,900	456,843
Accounts Receivable	12,093,810	10,408,055	10,298,655	10,883,508	10,986,600	10,880,917	10,783,446	11,200,075	11,384,089	11,492,276	11,678,621	11,789,112	11,900,319
Other Current Assets	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335
Total Current Assets	16,729,470	13,334,065	13,001,651	13,230,050	13,339,927	13,236,423	13,152,821	13,570,402	13,759,840	13,873,485	14,062,554	14,179,347	14,291,498
PP&E	9,568,044	9,493,547	9,313,752	11,117,290	10,920,829	15,712,462	15,504,096	15,295,729	15,087,361	17,181,250	16,945,154	16,709,049	16,472,945
Other & Goodwill	11,263,491	8,891,099	8,542,707	8,634,315	8,285,923	40,627,245	40,458,567	40,458,567	40,458,567	40,458,567	40,458,567	40,458,567	40,458,567
TOTAL ASSETS	37,561,005	31,718,711	30,858,111	32,981,655	32,546,679	69,576,131	69,115,481	69,324,699	69,305,770	71,513,311	71,466,275	71,346,964	71,226,010
LIABILITIES & EQUITY													
Accounts Payable	22,389,138	21,185,123	20,976,002	20,499,356	17,987,669	16,797,101	16,051,171	16,450,910	16,413,460	16,299,460	16,400,419	16,255,172	16,098,538
ST Debt	19,815,893	10,468,386	10,470,235	10,972,326	9,226,424	7,401,814	8,706,815	8,615,288	8,519,967	8,407,635	8,294,278	8,178,982	8,071,083
Total Current Liabilities	42,205,029	31,653,509	31,446,237	31,471,682	27,214,093	24,198,915	24,757,987	25,066,198	24,933,427	24,707,095	24,694,697	24,434,154	24,169,621
Long Term Debt	20,626,035	26,884,776	26,964,668	29,595,326	31,465,561	29,001,380	27,749,226	27,391,572	27,035,274	28,991,583	28,604,015	28,228,951	27,812,456
Stockholder's Equity	(25,270,058)	(26,819,574)	(27,552,794)	(28,085,352)	(26,132,975)	16,375,836	16,608,272	16,866,929	17,337,069	17,812,632	18,167,513	18,683,860	19,213,910
TOTAL LIABILITIES & EQUITY	37,561,005	31,718,711	30,858,111	32,981,655	32,546,679	69,576,131	69,115,481	69,324,699	69,305,770	71,513,311	71,466,275	71,346,964	71,226,010

Income Statement
For the 12 Months Ending: December 31, 2001

	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	YTD-01	%
Revenue	8,144,927	8,066,784	8,484,536	8,558,173	8,482,685	8,413,063	8,710,655	8,842,094	8,919,370	9,052,473	9,131,396	9,210,870	104,016,986	100.0%
COT	5,422,669	5,370,304	5,629,312	5,665,491	5,479,972	5,384,305	5,559,766	5,556,865	5,554,796	5,625,051	5,649,124	5,688,575	68,586,230	64.0%
Gross Profit	2,722,258	2,696,480	2,855,225	2,892,683	3,002,713	3,028,758	3,150,889	3,285,229	3,364,574	3,427,422	3,482,271	3,522,295	37,430,755	38.0%
Selling	688,368	685,826	698,815	556,856	554,390	552,266	573,570	584,972	593,131	604,506	612,798	621,018	7,328,608	7.0%
General & Administrative	1,812,891	2,030,539	1,905,475	1,642,806	1,630,911	1,620,519	1,699,720	1,712,871	1,750,950	1,781,361	1,802,686	1,821,073	21,284,931	20.4%
Total SG&A Expense	2,531,258	2,716,364	2,604,291	2,199,742	2,185,343	2,172,786	2,273,290	2,317,846	2,341,082	2,388,950	2,415,491	2,442,091	28,581,537	27.5%
EBITDA	190,999	(19,885)	250,934	692,941	817,370	855,972	877,599	967,382	1,020,492	1,038,472	1,066,777	1,080,164	8,839,219	8.5%
Other Income	87,347	86,978	86,599	87,436	122,621	122,561	90,212	89,632	89,248	89,312	88,965	88,590	1,129,531	1.1%
Interest Expense	382,456	307,548	382,436	357,013	357,256	337,910	336,066	331,217	352,749	353,754	350,223	346,873	4,258,501	4.1%
Cash Flow	(104,110)	(300,454)	(44,904)	423,363	582,735	640,624	631,745	722,788	758,991	774,060	805,519	821,881	5,710,249	5.5%
Depreciation/Amortization	527,889	528,187	544,854	544,854	377,044	377,044	208,366	208,366	236,105	236,105	236,105	236,105	4,281,023	4.1%
NI Before Taxes	(631,999)	(828,641)	(589,757)	(121,490)	205,691	283,579	423,379	514,431	520,887	537,955	569,415	585,776	1,449,225	1.4%
Taxes - 16%	(63,958)	(95,421)	(57,199)	17,723	21,881	31,143	29,722	44,291	45,323	48,054	53,088	55,706	130,353	0.1%
NI Before Extraordinary Items	(568,041)	(733,220)	(532,558)	(139,214)	183,810	232,436	393,657	470,141	475,563	489,901	516,327	530,070	1,318,872	1.3%
Gain - Extraordinary Items (Net of tax)	773,525	-	-	500,000	825,000	-	-	-	-	-	-	-	2,098,525	2.0%
NI After Extraordinary Items (net of tax)	205,484	(733,220)	(532,558)	360,786	1,008,810	232,436	393,657	470,141	475,563	489,901	516,327	530,070	3,417,397	3.3%

Footnote:

Please see detailed schedules for breakdown of SG&A and COT Savings

Other Income is comprised of the following components: Customer Service Charges (OSLD) and Interest Income (OSLD & NWO)

Gain - Extraordinary Items = Extinguishment of Debt from the following (NWO) vendors: (1) Qwest - \$773,525, (2) Global Crossing - \$825,000, and (3) Verizon - \$500,000

Interest Expense Savings are detailed on the "Breakdown of Interest, Depreciation, and Other" spreadsheet.

Summary:		
Year	Revenue	Increase
2000	102,860,745	
2001	104,016,986	1.12%
2002	120,965,932	16.29%

Local/Date as a % of T. Revenue*	
Year	%
2001	30.0%
2002	45.0%

*Projected

Network One
Income Statement For Fiscal Yearend 2000
For the Three Months Ending
December 31, 2000

Current Period				Year to Date		
October	November	December		October	November	December
\$2,883,267.59	\$2,832,730.35	\$2,717,255.18	Sales	\$2,883,267.59	\$5,735,497.83	\$8,452,733.13
2,142,064.25	2,094,821.03	2,308,471.49	Cost of Goods Sold	2,142,064.25	4,236,884.38	6,537,356.77
741,203.25	737,489.32	416,783.79	Gross Profit	741,203.25	1,498,612.57	1,915,376.36
23.7%	26.6%	13.3%		23.7%	26.1%	22.7%
378,991.80	382,808.64	353,108.82	Department Expenses	378,991.80	752,792.44	1,115,901.26
226,024.87	238,044.38	254,808.37	Sales and Marketing	226,024.87	456,069.23	718,869.62
32,531.75	29,785.68	26,631.43	Operations	32,531.75	62,537.15	59,148.78
53,975.23	96,537.56	101,732.52	Finance and Information Systems	53,975.23	170,598.49	277,551.32
721,824.15	738,082.38	736,283.45	Total Department Expenses	721,824.15	1,451,987.53	2,188,198.98
			General and Administrative Expenses			
1,998.78	1,676.18	1,589.29	401K Matching Funds	1,998.78	1,674.96	5,264.23
8,794.30	8,687.75	5,209.80	Accounting	8,794.30	17,482.25	20,691.25
37,000.00	37,000.00	37,000.00	Bad Debts	37,000.00	74,000.00	111,000.00
10,961.62	8,397.77	17,187.23	Bank Charges	10,961.62	19,339.39	36,546.62
68,837.58	71,331.09	68,693.76	Billing	68,837.58	140,168.67	208,862.43
834.25	1,578.39	1,030.00	Collection Expense	834.25	2,412.64	3,462.64
470.00			Contributions	470.00	470.00	470.00
3,713.38	3,584.95	2,020.03	Equipment Rental	3,713.38	7,298.33	9,318.36
7,737.24	4,242.91	22,563.73	Insurance	7,737.24	11,980.15	34,543.88
9,639.99	7,920.72	12.12	Legal	9,639.99	17,560.71	17,572.83
9,170.67	5,015.26	6,981.96	Office Supplies & Expense	9,170.67	14,183.93	21,167.89
1,636.32	2,743.02	2,315.96	Postage	1,636.32	4,379.34	4,695.10
26,153.48	23,775.48	24,597.67	Rent	26,153.48	51,928.96	76,526.63
454.50	980.95	319.44	Repairs and Maintenance	454.50	1,435.45	1,754.89
453.00	5,714.25	2,143.01	Taxes and Licenses	453.00	6,167.25	8,310.26
22,510.32	26,035.88	22,945.74	Telephone/Email/Internet	22,510.32	48,546.29	71,491.34
749.59	1,320.54	1,723.37	Utilities	749.59	2,070.13	3,299.50
211,115.02	212,086.14	212,853.11	Total General and Administrative	211,115.02	423,120.16	636,973.27
932,939.17	942,088.52	998,136.56	Total Department, General and Administrative	932,939.17	1,875,027.69	2,825,164.25
(191,735.92)	(184,679.20)	(333,352.77)	EBITDA	(191,735.92)	(376,415.12)	(969,767.89)
7,000.28	9,567.68	5,529.18	Interest Income	7,000.28	16,567.96	22,097.14
159,231.61	160,433.40	143,932.63	Interest Expense	159,231.61	319,683.01	483,637.66
9,250.00	9,250.00	9,250.00	Amortization Expense - Loan Discount	9,250.00	18,500.00	18,500.00
8,333.33	8,333.33	8,333.33	Amortization Expense - Loan Development Fee	8,333.33	16,666.66	16,666.66
181,295.31	179,714.00	181,295.31	Amortization Expense	181,295.31	361,009.31	361,009.31
43,000.00	47,000.00	43,000.00	Depreciation Expense	43,000.00	90,000.00	90,000.00
(394,129.97)	(395,163.05)	(138,423.47)	Total	(394,129.97)	(789,293.02)	(927,716.49)
(582,565.39)	(557,947.25)	(567,176.24)	Net Income	(582,565.39)	(51,165,788.14)	(51,537,484.39)

ONESTAR LONG DISTANCE, INC.

FINANCIAL STATEMENTS

11 / 30 / 00

OneStar
Balance Sheet
For 11 Periods Ending 11/30/00

ASSETS

CURRENT ASSETS

Cash - OneStar Long Distance	2,694,688.91
Petty Cash	150.00
Accounts Receivable	7,039,211.28
Notes Receivable	1,812,995.00
Prepayments	58,387.57

TOTAL CURRENT ASSETS	11,605,432.76
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PROPERTY & EQUIPMENT

Land	.00
Leasehold Improvements	221,491.21
Accumulated Deprec-Leasehold	38,903.88-
Switch	7,120,114.36
Accumulated Deprec-Switch	2,708,272.33-
Offices	4,921,314.11
Accumulated Deprec-Offices	1,585,844.36-

TOTAL PROPERTY & EQUIPMENT	7,929,899.11
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OTHER LONG TERM ASSETS

Excess of Cost-Assets Acquired	.00
Acquisition Costs	373,067.57
Amortiz. Acquis. Cost	97,885.28-
Customer Base	8,793,240.21
Amortization of Customer Base	2,263,763.03-
Notes Receivable	1,186,592.63
Interest Receivable	.00
Deposits	61,647.14
Installation Costs	1,400,061.26
Amortization Install. Cost	1,060,519.72-

TOTAL OTHER LONG TERM ASSETS	8,392,440.78
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TOTAL ASSETS	27,927,772.65
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OneStar
Balance Sheet
For 11 Periods Ending 11/30/00

Page 2

LIABILITIES & EQUITY

CURRENT LIABILITIES

Accounts Payable	16,538,859.14
Accrued Expenses	1,234,735.25
Note Payable - ONB - 7 Million	.00
Current Portion of LT Debt	3,931,067.57
Curr Portion Accr Agent Bonus	261,194.04
Notes Payable - Short Term	1,873,625.56

TOTAL CURRENT LIABILITIES 23,839,481.56

LONG TERM LIABILITIES

Leases	4,884,823.21
Current Portion LT Debt-Leases	3,931,067.57-
Curr Portion Accr Agent Bonus	261,194.04-
Accrued Agent Bonus	300,538.66
Notes Payable - ONB 7 Million	6,187,499.98
Notes Payable - ONB	.00
Notes Payable - Investors	5,220,785.44
Accrued Interest - 5&7 YR N/P	808,641.13
Current Portion LT Debt-Notes	.00

TOTAL LONG TERM LIABILITIES 13,210,026.81

TOTAL LIABILITIES 37,049,508.37

SHAREHOLDERS EQUITY

Common Stock	24,198,943.48
Stock Subscription Receivable	3,221,798.00-
Paid In Capital	2,474,714.95
Treasury Stock	1,034,775.00-
Shareholder Distributions	.00
Shareholder Distribution - L/T	3,302,538.57-
Retained Earnings	24,154,722.88-
Current Year Profit/Loss	4,081,559.70-

TOTAL SHAREHOLDERS EQUITY 9,121,735.72-

TOTAL LIABILITIES & EQUITY 27,927,772.65

OneStar
Statement of Operations Combined
Current Period
For 11 Periods Ending 11/30/00

	Total Company	% of Sales
Revenues	4,996,611	100.000
Cost Of Services	3,072,916	61.500
GROSS PROFIT	<u>1,923,695</u>	<u>38.500</u>
Selling Expenses	297,054	5.945
General & Administrative Exp	1,381,631	27.651
Operating Expenses	<u>1,678,685</u>	<u>33.596</u>
OPERATING INCOME	<u>245,010</u>	<u>4.904</u>
Other Income	68,582	1.373
Alloc of Corporate Expenses	0	.000
EBIDA	<u>313,592</u>	<u>6.276</u>
Int, Deprec, and Amort	533,053	10.668
NET INCOME/LOSS-	<u>219,461-</u>	<u>4.392-</u>

OneStar
Statement of Operations Combined
Year To Date
For 11 Periods Ending 11/30/00

	Total Company	% of Sales
Revenues	64,652,977	100.000
Cost Of Services	39,977,949	61.835
GROSS PROFIT	24,675,028	38.165
Selling Expenses	5,040,274	7.796
General & Administrative Exp	19,335,434	29.906
Operating Expenses	24,375,708	37.702
OPERATING INCOME	299,320	.463
Other Income	1,467,731	2.270
Allocation of Corp Expenses	0	.000
EBIDA	1,767,051	2.733
Int, Deprec, and Amort	5,848,612	9.046
NET INCOME/LOSS-	4,081,561-	6.313-

Network One Balance Sheets

	11/30/00	12/31/00
ASSETS		
Cash	\$55,969.04	\$43,155.52
Accounts Receivable	5,277,682.73	5,013,146.99
Unbilled Receivables	191,645.98	191,645.98
Allowance For Bad Debts	(600,042.37)	(487,645.79)
Net Accounts Receivable	4,869,286.34	4,717,147.18
Inventory		360.50
Prepaid Assets	65,952.75	50,513.24
Current Assets	4,991,208.13	4,811,176.44
Net Property Plant & Equipment	1,820,690.36	1,924,600.13
Intangible Asset - discount Star Bank loan	332,982.00	332,982.00
Accum Amort Interest - discount Star Bank Loan	(342,230.45)	(342,230.45)
Deposits	245,015.67	246,015.67
Acquisition Costs Net	3,001,258.31	3,001,258.31
TOTAL ASSETS	\$10,048,924.02	\$9,973,802.10
 LIABILITIES AND SHAREHOLDERS' EQUITY		
Accounts Payable	\$5,669,264.39	\$5,378,159.87
Accrued and Other Liabilities	2,584,298.84	2,823,812.62
FCC funding and PICC liabilities	164,151.24	226,284.81
Sales & Excise Taxes Payable	391,345.14	402,517.07
Deposits from Customers	20,805.82	20,805.82
Revolving debt Star Bank	9,348,784.80	10,082,636.62
Current Portion of Long-Term Debt	5,957,330.80	5,957,330.80
Total Current Liabilities	24,135,981.03	24,891,547.61
Dividends Payable	1,380,000.00	1,380,000.00
Leases Payable	318,918.37	374,203.25
Other Long-Term Debt	363,183.84	348,986.70
Notes Payable	5,158,620.04	4,958,620.04
Less Current Portion	(5,957,330.80)	(5,957,330.80)
Long-Term Liabilities	1,263,391.45	1,104,479.19
Total Liabilities	25,399,372.48	25,996,026.80
Equity	(14,184,740.32)	(14,184,740.32)
Year-to Date Income (Loss)	(1,165,708.14)	(1,837,484.38)
Shareholders' Equity	(15,350,448.46)	(16,022,224.70)
TOTAL LIAB AND EQUITY	\$10,048,924.02	\$9,973,802.10

EXHIBIT
E

Financial Capability Showing

OneStar Communications, LLC contends that it possesses the financial resources to provide and maintain the requested services and facilities at the same or better standard of quality as OneStar Long Distance and Network One throughout the state of Florida and that OneStar Communications has sufficient financial capability to meet its ownership obligations. Through the proposed transfer of assets and control, OneStar will acquire some of the financial assets of OneStar Long Distance and Network One, particularly those assets necessary for providing the requested services. As a result, OneStar will possess the sum of the financial capabilities of two proven telecommunications providers, enabling the company to meet its ownership obligations and maintain the service standards of those two companies. As proof, OneStar submits as **Exhibit F**, the most recent audited financial statements for OneStar Long Distance and Network One, and as **Exhibit G**, a copy of the Contribution Agreement entered into by OneStar Long Distance and Network One.

EXHIBIT

F

OneStar Communications, LLC

Balance Sheet

For the 12 Months Ending December 31, 2001

	Dec-00	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01
ASSETS													
Cash	2,698,325	988,675	765,661	409,206	415,992	418,171	432,040	432,991	438,415	413,874	446,598	452,900	456,813
Accounts Receivable	12,093,810	10,408,055	10,298,655	10,883,508	10,986,600	10,880,917	10,783,446	11,200,075	11,384,089	11,492,276	11,678,621	11,789,112	11,900,319
Other Current Assets	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335	1,937,335
Total Current Assets	10,729,470	13,334,065	13,001,651	13,230,050	13,339,927	13,236,423	13,152,821	13,570,402	13,759,840	13,871,485	14,062,554	14,179,347	14,291,498
PP&E	9,568,044	9,493,547	9,313,752	11,117,290	10,920,829	15,712,462	15,504,096	15,295,729	15,087,363	17,181,258	16,915,151	16,709,019	16,472,945
Other & Goodwill	11,263,491	8,891,099	8,542,707	8,634,315	8,285,923	40,627,245	40,458,567	40,458,567	40,458,567	40,458,567	40,458,567	40,458,567	40,458,567
TOTAL ASSETS	37,561,005	31,718,711	30,858,111	32,981,655	32,546,679	69,576,131	69,115,101	69,321,699	69,305,776	71,513,311	71,466,275	71,346,964	71,226,010
LIABILITIES & EQUITY													
Accounts Payable	22,389,136	21,185,123	20,976,002	20,499,356	17,987,669	16,797,101	16,051,171	16,450,910	16,411,460	16,299,460	16,400,419	16,255,172	16,098,538
ST-Debt	19,815,893	10,468,386	10,470,235	10,972,326	9,226,424	7,401,814	8,706,815	8,615,288	8,519,967	8,407,635	8,294,278	8,178,982	8,071,003
Total Current Liabilities	42,205,029	31,653,509	31,446,237	31,471,682	27,214,093	24,198,915	24,757,987	25,066,198	24,931,427	24,707,095	24,694,697	24,434,154	24,169,621
Long Term Debt	20,028,035	26,884,776	26,964,668	29,595,326	31,465,561	29,001,380	27,749,226	27,391,572	27,035,271	28,991,583	28,604,015	28,228,951	27,812,458
Stockholder's Equity	(25,270,058)	(26,819,574)	(27,552,794)	(28,085,352)	(26,132,975)	16,375,836	16,608,272	16,866,929	17,137,069	17,812,632	18,167,511	18,683,860	19,213,910
TOTAL LIABILITIES & EQUITY	37,561,005	31,718,711	30,858,111	32,981,655	32,546,679	69,576,131	69,115,101	69,321,699	69,305,776	71,513,311	71,466,275	71,346,964	71,226,010

Income Statement
For the 12 Months Ending: December 31, 2001

	Jan-01	Feb-01	Mar-01	Apr-01	May-01	Jun-01	Jul-01	Aug-01	Sep-01	Oct-01	Nov-01	Dec-01	YTD-01	%
Revenue	8,144,927	8,066,784	8,484,530	8,550,173	8,482,685	8,413,063	8,710,655	8,842,094	8,919,370	9,052,473	9,131,396	9,210,810	104,016,988	100.0%
COT	5,422,669	5,370,304	5,629,312	5,665,491	5,479,972	5,304,305	5,559,766	5,556,865	5,551,796	5,625,051	5,649,124	5,688,575	68,588,230	84.0%
Gross Profit	2,722,258	2,696,480	2,855,225	2,884,683	3,002,713	3,028,758	3,150,889	3,285,229	3,367,574	3,427,422	3,482,271	3,522,255	37,430,755	38.0%
Selling	608,368	685,826	698,815	556,856	551,399	552,266	571,570	584,972	593,131	604,586	612,798	621,018	7,328,808	7.0%
General & Administrative	1,812,891	2,030,539	1,905,475	1,612,806	1,630,911	1,620,519	1,699,720	1,732,871	1,750,950	1,781,364	1,802,696	1,821,073	21,264,931	20.4%
Total SG&A Expense	2,511,258	2,716,364	2,604,291	2,199,742	2,185,113	2,172,780	2,273,290	2,317,846	2,344,082	2,386,950	2,415,494	2,442,091	28,591,537	27.5%
EBITDA	190,999	(19,885)	250,934	692,941	817,370	855,972	877,599	967,382	1,020,492	1,038,472	1,066,777	1,080,164	8,839,219	8.5%
Other Income	87,347	86,978	86,599	87,436	122,621	122,561	90,212	89,632	89,248	89,312	88,965	88,590	1,129,531	1.1%
Interest Expense	382,456	307,548	382,436	357,013	357,256	337,910	336,066	331,217	352,749	353,754	350,223	346,873	4,258,501	4.1%
Cash Flow	(104,110)	(300,454)	(44,904)	423,363	582,735	640,624	631,745	722,798	758,991	774,060	805,519	821,881	5,710,249	5.5%
Depreciation/Amortization	527,889	528,287	544,854	544,854	377,044	377,044	208,366	208,366	236,105	236,105	236,105	236,105	4,261,023	4.1%
NI Before Taxes	(631,999)	(828,641)	(589,757)	(121,490)	205,691	203,579	423,379	514,431	520,887	537,955	569,415	585,770	1,449,225	1.4%
Taxes - 16%	(63,958)	(95,421)	(57,199)	17,723	21,881	31,143	29,722	44,291	45,323	48,054	53,088	55,706	130,353	0.1%
NI Before Extraordinary Items	(568,041)	(733,220)	(532,558)	(139,214)	183,810	232,436	393,657	470,141	475,563	489,901	516,327	530,070	1,318,872	1.3%
Gain - Extraordinary Items (Net of tax)	773,525	-	-	500,000	825,000	-	-	-	-	-	-	-	2,098,525	2.0%
NI After Extraordinary Items (net of tax)	205,484	(733,220)	(532,558)	360,786	1,008,810	232,436	393,657	470,141	475,563	489,901	516,327	530,070	3,417,397	3.3%

Footnote:

Please see detailed schedules for breakdown of SG&A and COT Savings

Other Income is comprised of the following components: Customer Service Charges (OSLD) and Interest Income (OSLD & NWO)

Gain - Extraordinary Items = Extinguishment of Debt from the following (NWO) vendors: (1) Qwest - \$773,525, (2) Global Crossing - \$825,000, and (3) Verizon - \$500,000

Interest Expense Savings are detailed on the "Breakdown of Interest, Depreciation, and Other" spreadsheet

Summary:		
Year	Revenue	Increase
2000	102,860,745	
2001	104,016,988	1.12%
2002	120,965,932	16.29%

Local/Data as a % of T. Revenue*	
Year	%
2001	30.0%
2002	45.0%

*Projected

Network One
Income Statement For Fiscal Year and 2000
For the Three Months Ending
December 31, 2000

Current Period			Year to Date		
October	November	December	October	November	December
\$2,883,247.58	\$2,832,238.35	\$2,717,244.28	\$2,883,247.58	\$5,735,497.85	\$8,482,733.13
(2,142,964.25)	(2,094,821.83)	(2,308,471.49)	(2,142,964.25)	(4,234,883.28)	(4,537,354.77)
741,283.33	737,416.52	414,772.79	741,283.33	1,498,613.57	1,945,378.36
25.7%	26.0%	15.3%	25.7%	26.1%	22.7%
378,991.88	383,888.64	353,108.82	378,991.88	762,772.44	1,115,981.26
226,024.87	238,844.38	254,888.37	226,024.87	458,049.23	718,849.62
32,331.73	29,782.68	26,431.43	32,331.73	62,337.35	89,166.78
93,979.73	96,372.74	101,727.53	93,979.73	179,508.49	277,231.32
721,824.15	738,883.38	736,283.45	721,824.15	1,451,597.53	2,188,198.98
1,598.78	1,476.18	1,289.29	1,598.78	3,674.96	5,254.23
8,794.30	8,687.73	12,209.80	8,794.30	17,482.35	28,691.33
37,000.00	37,000.00	37,000.00	37,000.00	74,000.00	111,000.00
10,961.52	8,397.77	17,187.23	10,961.52	19,319.39	36,546.62
68,837.58	71,331.09	68,693.76	68,837.58	140,168.67	208,862.43
834.25	1,378.39	1,050.00	834.25	2,412.64	1,462.64
470.00	470.00	470.00	470.00	470.00	470.00
3,713.38	3,584.95	2,020.03	3,713.38	7,298.33	9,318.36
7,737.24	4,242.91	22,163.73	7,737.24	11,980.15	34,543.38
9,639.99	7,920.72	12,112	9,639.99	17,560.71	17,572.83
9,170.67	5,015.28	4,981.96	9,170.67	14,183.93	21,167.39
1,636.32	2,743.02	2,315.96	1,636.32	4,379.34	6,699.30
26,133.48	23,775.48	24,597.67	26,133.48	51,928.96	76,524.43
454.50	988.95	319.44	454.50	1,433.45	1,754.39
453.00	3,714.25	21,431.01	453.00	6,167.23	8,310.28
22,510.32	26,035.88	22,945.74	22,510.32	48,546.23	71,491.94
749.49	1,370.54	1,723.37	749.49	2,070.13	3,299.50
211,115.02	212,085.14	213,553.11	211,115.02	423,122.16	636,973.27
932,939.17	942,088.52	998,134.56	932,939.17	1,875,027.69	2,824,164.23
(191,735.92)	(184,679.20)	(533,322.77)	(191,735.92)	(376,415.12)	(989,767.59)
7,000.28	9,567.68	1,129.18	7,000.28	16,567.96	22,097.14
139,231.61	160,433.40	143,932.63	139,231.61	319,683.01	463,637.66
9,250.00	9,250.00	9,250.00	9,250.00	18,500.00	18,500.00
8,333.33	8,333.33	8,333.33	8,333.33	16,666.66	16,666.66
181,293.31	179,714.00	181,293.31	181,293.31	361,009.31	361,009.31
41,000.00	47,000.00	41,000.00	41,000.00	90,000.00	90,000.00
(394,129.97)	(395,163.05)	(138,423.47)	(394,129.97)	(789,293.02)	(927,716.49)
(5,585,863.59)	(5,579,542.25)	(5,671,776.21)	(5,585,863.59)	(11,165,778.14)	(11,537,484.39)

ONESTAR LONG DISTANCE, INC.

FINANCIAL STATEMENTS

11 / 30 / 00

OneStar
Balance Sheet
For 11 Periods Ending 11/30/00

ASSETS

CURRENT ASSETS

Cash - OneStar Long Distance	2,694,688.91
Petty Cash	150.00
Accounts Receivable	7,039,211.28
Notes Receivable	1,812,995.00
Prepayments	58,387.57

TOTAL CURRENT ASSETS	<u>11,605,432.76</u>
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PROPERTY & EQUIPMENT

Land	.00
Leasehold Improvements	221,491.21
Accumulated Deprec-Leasehold	38,903.88-
Switch	7,120,114.36
Accumulated Deprec-Switch	2,708,272.33-
Offices	4,921,314.11
Accumulated Deprec-Offices	1,585,844.36-

TOTAL PROPERTY & EQUIPMENT	<u>7,929,899.11</u>
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OTHER LONG TERM ASSETS

Excess of Cost-Assets Acquired	.00
Acquisition Costs	373,067.57
Amortiz. Acquis. Cost	97,885.28-
Customer Base	8,793,240.21
Amortization of Customer Base	2,263,763.03-
Notes Receivable	1,186,592.63
Interest Receivable	.00
Deposits	61,647.14
Installation Costs	1,400,061.26
Amortization Install. Cost	1,060,519.72-

TOTAL OTHER LONG TERM ASSETS	<u>8,392,440.78</u>
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TOTAL ASSETS	<u><u>27,927,772.65</u></u>
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OneStar
Balance Sheet
For 11 Periods Ending 11/30/00

LIABILITIES & EQUITY

CURRENT LIABILITIES

Accounts Payable	16,538,859.14
Accrued Expenses	1,234,735.25
Note Payable - ONB - 7 Million	.00
Current Portion of LT Debt	3,931,067.57
Curr Portion Accr Agent Bonus	261,194.04
Notes Payable - Short Term	1,873,625.56

TOTAL CURRENT LIABILITIES 23,839,481.56

LONG TERM LIABILITIES

Leases	4,884,823.21
Current Portion LT Debt-Leases	3,931,067.57-
Curr Portion Accr Agent Bonus	261,194.04-
Accrued Agent Bonus	300,538.66
Notes Payable - ONB 7 Million	6,187,499.98
Notes Payable - ONB	.00
Notes Payable - Investors	5,220,785.44
Accrued Interest - 5&7 YR N/P	808,641.13
Current Portion LT Debt-Notes	.00

TOTAL LONG TERM LIABILITIES 13,210,026.81

TOTAL LIABILITIES 37,049,508.37

SHAREHOLDERS EQUITY

Common Stock	24,198,943.48
Stock Subscription Receivable	3,221,798.00-
Paid In Capital	2,474,714.95
Treasury Stock	1,034,775.00-
Shareholder Distributions	.00
Shareholder Distribution - L/T	3,302,538.57-
Retained Earnings	24,154,722.88-
Current Year Profit/Loss	4,081,559.70-

TOTAL SHAREHOLDERS EQUITY 9,121,735.72-

TOTAL LIABILITIES & EQUITY 27,927,772.65

OneStar
Statement of Operations Combined
Current Period
For 11 Periods Ending 11/30/00

	Total Company	% of Sales
Revenues	4,996,611	100.000
Cost Of Services	3,072,916	61.500
	<hr/>	
GROSS PROFIT	1,923,695	38.500
Selling Expenses	297,054	5.945
General & Administrative Exp	1,381,631	27.651
	<hr/>	
Operating Expenses	1,678,685	33.596
	<hr/>	
OPERATING INCOME	245,010	4.904
Other Income	68,582	1.373
Alloc of Corporate Expenses	0	.000
	<hr/>	
EBIDA	313,592	6.276
Int, Deprec, and Amort	533,053	10.668
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NET INCOME/LOSS-	219,461-	4.392-
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OneStar
Statement of Operations Combined
Year To Date
For 11 Periods Ending 11/30/00

	Total Company	% of Sales
Revenues	64,652,977	100.000
Cost Of Services	39,977,949	61.835
GROSS PROFIT	<u>24,675,028</u>	<u>38.165</u>
Selling Expenses	5,040,274	7.796
General & Administrative Exp	19,335,434	29.906
Operating Expenses	<u>24,375,708</u>	<u>37.702</u>
OPERATING INCOME	<u>299,320</u>	<u>.463</u>
Other Income	1,467,731	2.270
Allocation of Corp Expenses	0	.000
EBIDA	<u>1,767,051</u>	<u>2.733</u>
Int, Deprec, and Amort	5,848,612	9.046
NET INCOME/LOSS-	<u>4,081,561-</u>	<u>6.313-</u>

Network One Balance Sheets

	11/30/00	12/31/00
ASSETS		
Cash	\$55,969.04	\$43,155.52
Accounts Receivable	5,277,682.73	5,013,146.99
Unbilled Receivables	191,645.98	191,645.98
Allowance For Bad Debts	(600,042.37)	(487,645.79)
Net Accounts Receivable	4,869,286.34	4,717,147.18
Inventory		360.50
Prepaid Assets	65,952.75	50,513.24
Current Assets	4,991,208.13	4,811,176.44
Net Property Plant & Equipment	1,820,690.36	1,924,600.13
Intangible Asset - discount Star Bank loan	332,982.00	332,982.00
Accum Amort Interest - discount Star Bank Loan	(342,230.45)	(342,230.45)
Deposits	245,015.67	246,015.67
Acquisition Costs Net	3,001,258.31	3,001,258.31
TOTAL ASSETS	\$10,048,924.02	\$9,973,802.10
LIABILITIES AND SHAREHOLDERS' EQUITY		
Accounts Payable	\$5,669,264.39	\$5,378,159.87
Accrued and Other Liabilities	2,584,298.84	2,823,812.62
FCC funding and PICC liabilities	164,151.24	226,284.81
Sales & Excise Taxes Payable	391,345.14	402,517.07
Deposits from Customers	20,805.82	20,805.82
Revolving debt Star Bank	9,348,784.80	10,082,636.62
Current Portion of Long-Term Debt	5,957,330.80	5,957,330.80
Total Current Liabilities	24,135,981.03	24,891,547.61
Dividends Payable	1,380,000.00	1,380,000.00
Leases Payable	318,918.37	374,203.25
Other Long-Term Debt	363,183.84	348,986.70
Notes Payable	5,158,620.04	4,958,620.04
Less Current Portion	(5,957,330.80)	(5,957,330.80)
Long-Term Liabilities	1,263,391.45	1,104,479.19
Total Liabilities	25,399,372.48	25,996,026.80
Equity	(14,184,740.32)	(14,184,740.32)
Year-to Date Income (Loss)	(1,165,708.14)	(1,857,484.38)
Shareholders' Equity	(15,350,448.46)	(16,022,224.70)
TOTAL LIAB AND EQUITY	\$10,048,924.02	\$9,973,802.10

EXHIBIT

G

CONTRIBUTION AGREEMENT

This Agreement dated _____, 2001, by and between ONESTAR LONG DISTANCE, INC., an Indiana corporation ("OneStar"), CRG INTERNATIONAL, INC. d/b/a NETWORK ONE, a Georgia corporation ("Network One"), and ONESTAR COMMUNICATIONS, LLC, an Indiana limited liability company ("OneStar Communications").

WHEREAS, OneStar and Network One possess operating assets for the provision of services in the telecommunications industry (the "Business"); and

WHEREAS, OneStar and Network One desire to combine operations through the formation of an LLC and the contribution of certain identified operation assets to that LLC; and

WHEREAS, OneStar formed OneStar Communications, and intend for OneStar to initially own eighty percent (80%) of the membership interest and Network One to initially own twenty percent (20%) of the membership interest; and

WHEREAS, the parties desire to set forth the terms under which said formation and contribution of assets shall be made, as more particularly set forth below.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereby agrees as follows:

1. FORMATION OF LLC.

OneStar has formed OneStar Communications. The file-marked copy of the Articles of Organization is attached hereto as Exhibit 1.

2. CONTRIBUTIONS.

2.1 OneStar agrees to contribute as a capital contribution to OneStar Communications the assets set forth on Exhibit 2.1 ("OneStar Contribution"). Said transfer shall be as a capital contribution and shall be received by OneStar Communications in exchange for the OneStar membership interest set forth above. The value of the OneStar Contribution shall be as specified on Exhibit 2.1.

2.2 Network One agrees to contribute as a capital contribution to OneStar Communications the assets set forth on Exhibit 2.2 ("Network One Contribution"). Said transfer shall be as a capital contribution and shall be received by OneStar Communications in exchange for

the Network One membership interest set forth above. The value of the Network One Contribution shall be as specified on Exhibit 2.2.

2.3 Assumed Liabilities. OneStar Communications assumes only those liabilities of OneStar set forth on Schedule 2.3 attached hereto, and those liabilities of Network One set forth on Exhibits 4.5 and 4.7 attached hereto (the "Assumed Liabilities") regardless of the amount of such Assumed Liabilities on the date of Closing.

2.4 Consideration. For and in consideration of the contribution, assignment, transfer, conveyance, and delivery to OneStar Communications of the Contributions, OneStar Communications assumes the Assumed Liabilities, and OneStar and Network One shall receive the Membership Interests in OneStar Communications contemplated by the Operating Agreement whereby OneStar Communications is formed, a copy of which is attached hereto as Exhibit 2.4 (the "Operating Agreement").

2.5 Closing. Subject to the consummation of the Closing, the contribution, assignment, transfer, and conveyance to OneStar Communications of the Contributions will be effective as of 12:01 a.m. on the day that all regulatory approvals are received from the states of Alabama, Georgia, Maryland, Massachusetts, Maine, Minnesota, New Hampshire, Rhode Island, Vermont, Virginia, Washington, and West Virginia.

2.6 Other Liabilities. Any other liabilities of OneStar or Network One not included as an Assumed Liability shall be assumed by OneStar Communications only upon the following terms and conditions:

(a) Any such liabilities of OneStar of less than Five Hundred Thousand Dollars (\$500,000) in the aggregate and any such liabilities of Network One of less than Five Hundred thousand Dollars (\$500,000) in the aggregate shall be assumed by OneStar Communications, without any change in the Membership Interest of any OneStar Communications Member.

(b) Any such liabilities of OneStar of greater than Five Hundred thousand Dollars (\$500,000) but less than One Million Dollars (\$1,000,000) in the aggregate and any such liabilities of Network One of greater than Five Hundred Thousand Dollars (\$500,000) but less than One Million Dollars (\$1,000,000) in the aggregate shall be assumed by OneStar Communications, with the following changes in the Membership Interests:

(i) If such liability is a liability of OneStar, then the amount of such liability shall be changed to equity in OneStar Communications and OneStar's Membership Interest in OneStar Communications shall be decreased by the Percentage Interest Adjustment, as defined on Exhibit 2.6.

(ii) If such liability is a liability of Network One, then the amount of such

liability shall be changed to equity in OneStar Communications and Network One's Membership Interest in OneStar Communications shall be decreased by the Percentage Interest Adjustment, as defined on Exhibit 2.6.

(c) Any such liabilities of OneStar over One Million Dollars (\$1,000,000) in the aggregate and any such liabilities of Network One over One Million Dollars (\$1,000,000) in the aggregate shall only be assumed by OneStar Communications upon the approval of all Members.

3. REPRESENTATIONS AND WARRANTIES OF ONESTAR.

OneStar represents and warrants to Network One as follows, which representations and warranties are made as of the date hereof and as of the Closing Date and shall survive the Closing:

3.1 Organization.

(a) OneStar is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana, is duly qualified and in good standing as a foreign corporation in the states set forth in Exhibit 3.1(a) attached hereto with full power and authority to own its properties and assets and to carry on lawfully its business as currently conducted, and is not required to be qualified to do business as a foreign corporation in any other jurisdiction.

(b) Investments. OneStar does not hold any securities of, or any interest in, any other individual, corporation, partnership, joint venture, trust, association, unincorporated organization, other entity, or Governmental Body ("Person").

3.2 Organizational Documents. A true, complete and correct copy of the Articles of Incorporation and the By-Laws of OneStar, together with all amendments thereto (the "OneStar Organizational Documents"), are set forth on Exhibit 3.2 attached hereto.

3.3 Authorization. OneStar has full legal right, power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. The execution, delivery and performance by OneStar of this Agreement and the other agreements and documents referred to herein and the actions contemplated hereby and thereby have been duly and validly authorized by all necessary action, and this Agreement and such other agreements and documents constitute valid and binding obligations of OneStar, enforceable in accordance with their terms, subject to (i) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law, and (ii) bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally.

3.4 Financial Statements and Absence of Changes. The balance sheet as of November 30, 2000, and the income statement and statement of changes in financial condition or

cash flows for the fiscal year then ended and the balance sheets as of the end of each month through November 30, 2000 and the income statement and statement of cash flows for each of the months then ended of OneStar (the "One Star Financial Statements") have been provided to Network One. Each of the OneStar Financial Statements is true, complete and correct and fairly presents (including but not limited to the inclusion of all adjustments with respect to interim periods which are necessary to present fairly the financial condition and assets and liabilities or the results of operations of OneStar) the financial condition and assets and liabilities or the results of operations of OneStar as of the dates and for the periods indicated. The OneStar Financial Statements were prepared in accordance with generally accepted accounting principles applicable to the business of OneStar consistently applied in accordance with past accounting practices. Except as reflected in the OneStar Financial Statements, OneStar has no debts, obligations, guaranties of obligations of others or liabilities (contingent or otherwise) that would be required to be disclosed in financial statements prepared in accordance with generally accepted accounting principles. Since November 30, 2000, there have been no material adverse changes to the business, financial condition, results of operations or prospects of OneStar from that described and reflected in the OneStar Financial Statements as of that date. Any financial statements prepared with respect to OneStar subsequent to the date hereof shall be promptly provided to Network One and shall constitute OneStar Financial Statements for purposes hereof.

3.5 Intellectual Property. Except as set forth in Exhibit 3.5 attached hereto, OneStar does not have any patents, copyrights, trade names, trademarks, service marks, other such names or marks or applications therefor and has not conducted business under any trade or fictitious name other than its current name. No other intellectual property is required in the operation of the business of OneStar. There are no pending or threatened claims of infringement upon the rights to any intellectual property of others or, except as set forth in Exhibit 3.7 attached hereto, any agreements or undertakings with respect to any such rights.

3.6 Liabilities. Except as and to the extent reflected or reserved against it in the OneStar Financial Statements, OneStar had no material liabilities or obligations as of the dates thereof, secured or unsecured (whether accrued, absolute, contingent or otherwise), including, without limitation, tax liabilities due or to become due, agent buyouts, and employment contract buyouts, and OneStar has not incurred, and will not incur, any liabilities or obligations since the date of the most recent of the OneStar Financial Statements, except liabilities permitted by this Agreement. Except as set forth in Exhibit 3.6 attached hereto, OneStar has no obligations or liabilities, whether direct or indirect, joint or several, absolute or contingent, matured or unmatured, secured or unsecured, which could be affected by the execution and delivery of this Agreement or consummation of the transactions contemplated by this Agreement or which could affect the same.

3.7 Contracts. Except as set forth in Exhibit 3.7 attached hereto or in any other exhibit attached hereto and referenced below, true, correct and complete copies of which referenced items have previously been delivered to Network One, OneStar is not a party to or bound by any of the following (hereinafter, any of the following are referred to collectively as the "Contracts" and individually as a "Contract"):

- (a) contract for the purchase or sale of services, equipment, inventory, materials, supplies, or any capital item or items, or supply agreements with the federal government or any state or local government or any agency thereof;
- (b) collective bargaining agreement or other agreement with any labor union or labor organization or any employment, consulting, severance, bonus, deferred compensation or similar agreement;
- (c) agreement, indenture or other instrument relating to the borrowing of money or guaranty of any obligation for the borrowing of money;
- (d) tenancy, lease, license or similar agreement relating to property except as set forth in Exhibit 3.25 attached hereto;
- (e) license, lease or other agreement to provide or acquire telecommunications or other services or equipment of any kind;
- (f) any insurance policies naming OneStar as an insured or beneficiary or as a loss payee, or for which OneStar has paid all or part of the premium;
- (g) any instrument or agreement relating to indebtedness by way of lease-purchase arrangements, conditional sale, guarantee or other undertakings on which others rely in extending credit, any joint venture agreements or any chattel mortgages or other security arrangements;
- (h) any agreement or contract with, or any obligation to or from, an Affiliate, or a shareholder of OneStar. For purposes of this Agreement, "Affiliate" shall mean: any Person (i) that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, the Person involved, including, without limitation, shareholders, officers and directors, (ii) that directly or beneficially owns or holds five percent (5%) or more of any equity interest in the Person involved, or (iii) five percent (5%) or more of whose voting securities (or in the case of a Person which is not a corporation, five percent (5%) or more of any equity interest) is owned directly or beneficially by the Person involved. As used herein, the term "control" shall mean possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of securities, by contract or otherwise;
- (i) any other plans, agreements, contracts, powers of attorney, bids or proposals, whether written or oral;
- (j) any agreements or contracts with any telecommunications carrier;
- (k) any agreements with agents for the sale of telecommunications services;

- (l) any contracts or agreements with any LEC;
- (m) any agreements or contracts concerning billing of telecommunications or other services: or
- (n) copies of all contracts with brokers for the sale of all or a portion of the capital stock or assets of OneStar.

Except as set forth in Exhibit 3.7 attached hereto, neither OneStar nor, to the knowledge of OneStar without inquiry of other parties to such Contract, any other party to any such Contract has breached any provisions of, or is in violation or default under the terms of, or has caused or permitted to exist any event that with or without due notice or lapse of time or both would constitute a default or event of default under, any such Contract. All such Contracts are valid, binding and in full force and effect and, to the knowledge of OneStar, any Contract will continue in full force and effect to the benefit of OneStar, without change following the consummation of the transactions contemplated by this Agreement without obtaining the consent of any other party thereto, except as set forth in Exhibit 3.7 attached hereto, and the execution and delivery of this Agreement by OneStar and the consummation of the transactions contemplated by this Agreement will not violate or cause a default or event of default under any provision of, or result in the acceleration of any obligation under, or the termination of any Contract.

3.8 Litigation and Compliance. Except as set forth in Exhibit 3.8 attached hereto, there is no pending or threatened claim, lawsuit or administrative proceeding by or against, or to the knowledge of OneStar, no investigation of, OneStar or the operation of its business. The business of OneStar is not affected by any pending or, to the knowledge of OneStar, threatened strike or other labor disturbance. OneStar and the operation of its business are in compliance with all federal, state and local laws and regulations and administrative orders and all tariffs, rules and regulations of local exchange carriers and inter-exchange carriers applicable thereto where the failure to be in compliance could have a material adverse effect on the OneStar Contribution, the business or condition of OneStar or the transactions contemplated by this Agreement. There is no order, writ, injunction or decree relating to or affecting the operations or the business of OneStar or the transactions contemplated by this Agreement.

3.9 Non-Contravention. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will result in the breach of any term or provision of, constitute a default under, or accelerate or augment the performance otherwise required under, any provision of the OneStar Organizational Documents or any agreement (including without limitation any loan agreement or promissory note), indenture, instrument, order, law or regulation to which OneStar is a party or by which they are bound, or will result in the creation of any lien or encumbrance upon any property, including but not limited to the shares, of OneStar.

3.10 Licenses, Permits and Required Consents. OneStar has all federal, state and local franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits

necessary to the conduct of its business as currently conducted where the failure to have the same could have a material adverse effect on the OneStar Contribution, the business or condition of OneStar or the transactions contemplated by this Agreement. A list of such franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits is set forth in Exhibit 3.10(a) attached hereto, true, correct and complete copies of which have previously been delivered to Network One. Except as set forth in Exhibit 3.10(a) attached hereto, all franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits relating to the business of OneStar are in full force and effect, no violations have been made in respect thereof, and no proceeding is pending or threatened which could have the effect of revoking or limiting any such franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations or permits and the same will not cease to remain in full force and effect by reason of the transactions contemplated by this Agreement.

Exhibit 3.10(b) attached hereto sets forth all registrations, filings, applications, notices, transfers, consents, approvals, orders, qualifications, authorizations, certifications, waivers or other actions of any kind required to be made, filed, given or obtained by or on behalf of OneStar or any of its shareholders with, to or from any persons, governmental authorities or private entities in connection with the consummation of the transactions contemplated by this Agreement.

3.11 Insurance. Exhibit 3.11 attached hereto sets forth a list of all policies of insurance which insure the properties, business or liability of OneStar, setting forth the types and amounts of coverage, true, correct and complete copies of which have previously been delivered to Network One. Each of such policies is current and in full force and effect and OneStar has not received notice of default under, or intended cancellation or non-renewal of, any such policies. Such insurance is adequate and OneStar will keep all current insurance policies in effect through the Closing. OneStar has not been refused any insurance by an insurance carrier to which it has applied for insurance. OneStar shall bear the risk of loss of, or damage to, its properties through the Closing and shall be entitled to any insurance proceeds if the Closing does not occur.

3.12 Employee Benefit Plans.

(a) Exhibit 3.12 attached hereto sets forth a complete list and brief description of each employee benefit plan ("Employee Benefit Plan" or "Plan"), as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 ("ERISA"), maintained for employees of OneStar or contributed to by OneStar. For purposes of this Section, OneStar shall include all trades or businesses (whether or not incorporated) which are a member of a group of which OneStar is a member and which are under common control within the meaning of Section 414 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder.

(b) Each Employee Benefit Plan and any related trust agreement, annuity contract or any other funding or implementing instrument complies currently and has complied in the past, as to form, operation and administration, with the provisions of ERISA, as amended, and all other laws, rules and regulations and with the Code where required in order to be tax-qualified under

Sections 401(a) or 403(a) and 501(a) of the Code and no event has occurred which will or could give rise to disqualification of any such Plan under said sections. All necessary governmental approvals for the Employee Benefit Plans have been obtained: each Employee Benefit Plan which is subject thereto meets and has met at all times the minimum funding standards of Section 302 of ERISA, Section 412 of the Code and any other applicable law and no accumulated funding deficiency, whether or not waived, exists with respect to any such Plan: each Employee Benefit Plan which is an employee pension benefit plan (as defined in Section 3(2)(A) of ERISA) has been duly authorized by OneStar, and a favorable determination as to the qualification under the Code of each such employee pension benefit plan has been made by the Internal Revenue Service. Each Employee Benefit Plan which is subject to Title IV of ERISA is sufficient to meet benefit commitments (as that term is defined in Section 4001(a)(16) of ERISA) and there are no unfunded vested benefits under any Plan. All of the costs of each Plan have been provided for on the basis of consistent methods in accordance with sound actuarial assumptions and practices. None of the Plans is a "Multiemployer Plan" within the meaning of Section 3(37) of ERISA.

(c) Neither OneStar nor any fiduciary or administrator of any Employee Benefit Plan has engaged in any transaction in violation of Section 406(a) or (b) of ERISA for which no exemption exists under Section 408 of ERISA or any "prohibited transaction" (as defined in Section 4975(c)(1) of the Code) for which no exemption exists under Section 4975(c)(2) or 4975(d) of the Code. No event has occurred which will or could subject any such Plan to income tax under Section 511 of the Code or to an excise tax under Section 4971 through 4981 of the Code.

(d) All premiums (and interest charges and penalties for late payment, if applicable) due the Pension Benefit Guaranty Corporation ("PBGC") have been paid with respect to each Employee Benefit Plan and each plan year thereof for which premiums have been required. There has been no "reportable event" (as defined in Section 4043(b) of ERISA and the regulations of the PBGC under such section) with respect to any Employee Benefit Plan subject to Title IV of ERISA. No liability to the PBGC has been incurred by OneStar on account of any termination of an Employee Benefit Plan subject to Title IV of ERISA. No filing has been made (or other action taken) by or on behalf of OneStar, and no proceeding has been commenced by the PBGC, to terminate any Employee Benefit Plan subject to Title IV of ERISA maintained, or wholly or partially funded by OneStar. OneStar has not (i) ceased operations at a facility so as to become subject to the provisions of Section 4062(e) of ERISA; (ii) withdrawn as a substantial employer so as to become subject to the provisions of Section 4063 of ERISA; or (iii) ceased making contributions to any Employee Benefit Plan subject to Section 4064(a) of ERISA.

(e) OneStar has delivered to Network One a complete and correct copy of (i) each Employee Benefit Plan (and related trust agreement, annuity contract or other funding or implementing instrument), including all amendments thereto; (ii) all filings (including all attachments thereto) made or required to be made (including but not limited to annual reports and returns) with the Internal Revenue Service, Department of Labor or the PBGC relative to any Employee Benefit Plan for each of the three (3) most recent plan years; (iii) the actuarial reports as of the last valuation date, balance sheets and consolidated financial statements as of the last valuation

date, and the most recent IRS determination letters; and (iv) other relevant documents in the possession of OneStar or its employees or agents, with respect to each Employee Benefit Plan. Such documents fairly present the financial condition.

(f) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in: (i) a complete or partial withdrawal from any Employee Benefit Plan, or (ii) any funding deficiency or lien under ERISA.

(g) Neither Network One nor OneStar Communications will incur any liability or obligation as a result of the transactions contemplated by this Agreement with respect to or arising out of any Employee Benefit Plan or other benefit plan or program maintained by or on behalf of OneStar or any multi-employer pension or welfare plan or program.

3.13 Taxes and Returns. OneStar is properly classified and taxed as a corporation, as defined in Section 1361 of the Code, for federal income tax purposes. All taxes, charges, fees, levies, interest, penalties, additions to tax or other assessments, including but not limited to income, provincial, excise, property (real, tangible personal or intangible personal), sales, use, gross receipts, business and occupation, value added and franchise taxes, license, recording, documentation and registration fees and customs duties, imposed by any governmental body and any payments with respect thereto required under any tax-sharing agreement ("Taxes") for which OneStar is or may be liable, including interest and penalties, required to be paid, collected or withheld with respect to all open years have been paid or collected or withheld and remitted to the appropriate governmental agency except for any Taxes which OneStar is contesting in good faith which have been noted in the One Star Financial Statements, and except for Taxes not yet payable which have been adequately provided for in the OneStar Financial Statements. True, complete and correct returns (including, without limitation, information returns and other material information) have been timely filed with the appropriate governmental agency with respect to all Taxes and the copies thereof which have been provided to Network pursuant to its request are true, accurate and complete. OneStar has not filed or entered into any election, consent or extension agreement that extends any applicable statute of limitations or the time within which a return must be filed. OneStar is not a party to any action or proceeding, pending or threatened, by any governmental authority for assessment or collection of Taxes, no unresolved claim for assessment or collection of Taxes has been asserted, no audit or investigation by any governmental authority is pending or threatened and no such matters are under discussion with any governmental authority. No deficiencies for Taxes have been claimed, proposed or assessed by any taxing or other governmental authority. OneStar has not made an election, and is not required, to treat any asset as owned by another person for federal income tax purposes or as tax-exempt bond financed property or tax-exempt use property within the meaning of Section 168 of the Code. OneStar hereby agrees to indemnify and hold harmless Network One, its Affiliates and their respective successors and assigns from and against any Tax which constitutes, or could result in, a lien on any of the assets or a claim against Network One, its Affiliates or their respective successors or assigns.

3.14 Changes. Except as otherwise expressly disclosed in Exhibit 3.14 hereto, since

November 30, 2000, there has not been:

(a) any damage, destruction, other casualty loss or other occurrence that could, individually or in the aggregate, have a material adverse effect on the value of the OneStar Contribution or the business or condition of OneStar;

(b) any disposition of any asset of OneStar other than in the ordinary course of business;

(c) any amendment, modification or termination of any existing, or entering into any new, contract, agreement, lease, license, permit or franchise that could, individually or in the aggregate, have a material adverse effect on the value of the OneStar Contribution or the business or condition of OneStar;

(d) any changes in the accounting methods or practices followed by OneStar or any change in depreciation or amortization policies or rates; or

(e) any other material adverse change in the assets (including but not limited to the OneStar Contribution), business or condition of OneStar.

3.15 No Adverse Actions. Except as otherwise set forth in Exhibit 3.15, there is no existing, pending or, to the knowledge of OneStar, threatened termination, cancellation, limitation, modification or change in the business relationship of OneStar with any supplier, customer or other person or entity except as are immaterial individually and in the aggregate and which are in the ordinary course of business. None of OneStar or any shareholder, agent, employee or other person associated with or acting on behalf of any of the foregoing has used any corporation funds for unlawful contributions, payments, gifts, entertainment or other unlawful expenses relating to political activity, or made any direct or indirect unlawful payments to governmental officials or others.

3.16 Labor Matters. OneStar has no obligations, contingent or otherwise, under any employment or consulting agreement, collective bargaining agreement or other contract with a labor union or other labor or employee group, and OneStar will incur no liability or obligation with respect to any employee, consultant or agent of OneStar as a result of or arising out of the consummation of the transactions contemplated by this Agreement. There are no efforts presently being made or, to the knowledge of OneStar, threatened by or on behalf of any labor union with respect to employees of OneStar. OneStar is in compliance with all federal, state or other applicable laws, domestic or foreign, respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor practice; no unfair labor practice complaint against OneStar is pending or, to the knowledge of OneStar, threatened before the National Labor Relations Board; there is no labor strike, dispute, slowdown or stoppage pending or, to the knowledge of OneStar, threatened against or involving OneStar; no representation question exists respecting the employees of OneStar; no grievance or internal or

informal complaint which might have a material adverse effect upon OneStar or the conduct of its business exists; no arbitration proceeding arising out of or under any collective bargaining agreement is pending and no claim therefor has been asserted; no collective bargaining agreement is currently being negotiated by OneStar; and OneStar has not experienced any labor difficulty. There has not been, and will not be, to the knowledge of OneStar, any adverse change in relations with employees of OneStar as a result of any announcement or consummation of the transactions contemplated by this Agreement.

3.17 Disclosure. No representation, warranty or statement made by or on behalf of OneStar in this Agreement or the Exhibits attached hereto or in the certificates or other materials furnished or to be furnished to Network One or its representatives or lenders in connection with this Agreement and the transactions contemplated hereby or thereby, contains or will contain any untrue statement of fact or omits or will omit to state a fact required to be stated herein or therein or necessary to make the statements contained herein or therein not misleading in any material respect. All information and documents provided prior to the date of this Agreement, and all information and documents subsequently provided, to Network One or its representatives or lenders by or on behalf of OneStar or the shareholders are or contain, or will be or will contain as to subsequently provided information or documents, true, accurate and complete information with respect to the subject matter thereof and are, or will be as to subsequently provided information or documents, fully responsive to any specific request made by or on behalf of Network One or its representatives or lenders. Prior to the Closing, full disclosure shall have been made to Network One of all material facts with respect to OneStar and its business, assets, operations, condition and prospects and the transactions contemplated by this Agreement which a reasonable purchaser would deem relevant. Through the Closing, OneStar shall promptly notify Network One of any change or event which could adversely affect the OneStar Contribution or the operations, business, conditions or prospects of OneStar.

3.18 Agency Agreements. Exhibit 3.7 contains all of the agency agreements, written or verbal, between OneStar and any third party pursuant to which such third party has acquired customers for OneStar which are included in the assets or to whom OneStar owes any form of compensation for sales to customers.

3.19 Trade Agreements. Exhibit 3.7 contains all the Trade Agreements, written or verbal, between OneStar and any third party pursuant to which OneStar provides long distance services in exchange for consideration other than its ordinary and customary cash payment.

3.20 Accounts Receivable. All accounts receivable of OneStar represent sales actually made or services actually performed in the ordinary course of business, are current and collectible net of any reserves calculated consistent with past practice and, to the best knowledge of OneStar, are not subject to any defense, counterclaim or offset with respect to any such accounts receivable.

3.21 Equipment. The equipment of OneStar is structurally sound with no known defects and is in good operating condition and repair (ordinary wear and tear excepted) and is

adequate for the uses to which it is being put, and none of such equipment is in need of maintenance or repairs except for ordinary, routine maintenance and repairs. Except as set forth in Exhibit 3.21, OneStar has not received notification that OneStar is in violation of any applicable law, ordinance or regulation in respect of its equipment or its operation, and, to the best knowledge of OneStar, there is no such violation which could have a material adverse effect on OneStar.

3.22 No Condemnation or Expropriation. Neither the whole nor any portion of the property or leaseholds held by OneStar is subject to any governmental decree or order to be sold or is being condemned, expropriated or otherwise taken by any Governmental Body or other Person with or without payment or compensation therefor, nor, to the best knowledge of OneStar, has any such condemnation, expropriation or taking been proposed.

3.23 Take or Pay Contracts. Exhibit 3.7 lists all agreements pursuant to which OneStar is required to purchase a minimum quantity of utilities, products or services or to have payment therefor. OneStar has utilized the minimum quantity of utilities, products or services that it is required to utilize pursuant to such contracts and OneStar has made no prepayments for utilities, products or services that it has not utilized.

3.24 Banking Relationships. Exhibit 3.24 sets forth the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which OneStar maintains safe deposit boxes or accounts of any nature and the names of all persons authorized to have access thereto, draw thereon or make withdrawals therefrom. Upon request, OneStar will deliver to Network One copies of all records, including all signatures or authorization cards.

3.25 Leases. Exhibit 3.25 lists and contains an accurate and complete description of the principal terms of all leases pursuant to which OneStar leases real or personal property. All such leases are valid, binding and enforceable by OneStar in accordance with their terms, and are in full force and effect. There are no existing defaults (or, to the best of OneStar's knowledge, events which, with notice or lapse of time or both, could constitute a default) by OneStar, or to the best knowledge of OneStar, by any other Person which could entitle the lessor thereunder, OneStar or any other Person to terminate such lease.

3.26 Status of Agreements. All contracts, agreements, commitments, plans, leases, policies and the like disclosed or required to be disclosed in this Agreement are valid and in full force and effect: OneStar has performed in all material respects the obligations to be performed thereunder on or prior to the date hereof: there are no existing defaults (or, to the best of OneStar's knowledge, events which, with notice or lapse of time or both, would constitute a default) by OneStar which would entitle the other party thereto to terminate such instrument or to collect substantial payments from OneStar thereunder, or to the best knowledge of OneStar, any other Person thereunder: and copies thereof have been delivered to Network One.

3.27 Books and Records. The books of account, minute books, stock record books

and other records of OneStar, all of which have been or will be made available to Network One, are complete and correct in all material respects and have been maintained in accordance with sound business practices.

3.28 Personnel. Exhibit 3.28 lists (a) the current salary rates of all salaried employees and officers of OneStar and (b) the wage rate ranges for all non-salaried employees and officers of OneStar by classification, including in the case of (a) and (b) all bonuses or other payments.

3.29 Compliance with Law. To the best of OneStar's knowledge, OneStar has complied in all material respects with, and the operations of OneStar have been conducted in all material respects in accordance with, all applicable laws, regulations and other requirements of all Governmental Bodies having jurisdiction over them, including, without limitation, all such laws, regulations and requirements relating to air, noise and water pollution, antitrust, consumer protection, currency exchange, environmental compliance, equal opportunity, hazardous substances and waste, health, occupational safety and securities matters. OneStar has not received any notification of any asserted present or past failure by OneStar to comply with any such laws, rules or regulations. To the best knowledge of OneStar, OneStar has all licenses, permits, orders, and common carrier transportation rights or approvals from all Governmental Bodies required for the conduct of its business, and is not in violation of any such license, permit, order, right or approval. All such licenses, permits, orders, rights and approvals are in full force and effect, and no suspension or cancellation thereof has been threatened.

3.30 Absence of Certain Commercial Practices. OneStar has not, and no director, officer, agent, employee or other Person acting on behalf of it has, given or agreed to give any gift or similar benefit of more than nominal value to any customer, supplier, or employee or official of any Governmental Body or any other Person who is or may be in a position to help or hinder OneStar or assist in connection with any proposed transaction, which gift or similar benefit, if not given in the past, might have materially and adversely affected the business or prospects of OneStar, or which, if not continued in the future, might materially and adversely affect the business or prospects of OneStar. OneStar has not, and no director, officer, agent, employee or other Person acting on its behalf has, accepted or received any unlawful contributions, payments, gifts, or expenditures.

3.31 No Brokers. Except as set forth in Exhibit 3.31, all negotiations relating to this Agreement have been carried on by OneStar without the intervention of any other Person in such manner as to give rise to any valid claim against Network One. OneStar or OneStar Communications or their property or any shareholder or member for a brokerage commission, finder's fee or other like payment to any Person.

3.32 Real Property Interests. Exhibit 3.32 describes all interests in real property leased or owned by OneStar. OneStar will deliver to Network One at or before the Closing copies of all instruments (as recorded) by which OneStar acquired such real property interests therein owned by it, and copies of all related documents in the possession of OneStar relating to such property or

interests. OneStar has good, valid and marketable title to all the properties and assets that it purports to own (personal, real and mixed, tangible and intangible), including, without limitation, all the properties and assets reflected in the OneStar Financial Statements, and all the properties and assets purchased or otherwise acquired by OneStar since the date of the OneStar Financial Statements.

3.33 Title to Assets. OneStar owns and has good marketable title to all of its properties and assets, free and clear of any security interest, pledge, mortgage, lien, charge, adverse claim or restriction of any kind, including but not limited to any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership ("Encumbrances") and not subject to any rights of way, building use restrictions, exceptions, variances, reservations or limitations of any nature whatsoever, except, as set forth in Exhibit 3.33. Except as set forth in Exhibit 3.33, none of the assets used in the business of OneStar is owned by any shareholder. On the Closing Date, the OneStar Contribution will be free and clear of all Encumbrances, except those specifically identified in Exhibit 3.33.

3.34 Sufficiency of Assets. The properties and assets owned or leased by OneStar Contribution includes all rights, properties and other assets necessary to permit OneStar to conduct its business in all material respects in the same manner as it is conducted on, and has been conducted prior to, the date of this Agreement.

4. REPRESENTATIONS AND WARRANTIES OF NETWORK ONE.

Network One represents and warrants to OneStar as follows, which representations and warranties are made as of the date hereof and as of the Closing Date and shall survive the Closing:

4.1 Organization.

(a) Network One is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia, is duly qualified and in good standing as a foreign corporation in the states set forth in Exhibit 4.1(a) attached hereto with full power and authority to own its properties and assets and to carry on lawfully its business as currently conducted, and is not required to be qualified to do business as a foreign corporation in any other jurisdiction.

(b) Investments. Network One does not hold any securities of, or any interest in, any other Person.

4.2 Organizational Documents. A true, complete and correct copy of the Articles of Incorporation and the By-Laws of Network One, together with all amendments thereto (the "Network Organizational Documents"), are set forth on Exhibit 4.2 attached hereto.

4.3 Ownership of Shares. The authorized capital stock of Network One consists of Eight Million Nine Hundred Nine Thousand Eight Hundred Eighty-one (8,909,881) shares of voting common stock of which Six Hundred Six Thousand One hundred Three (606,103) are issued

and outstanding and Eight Million Three Hundred Three Thousand Seven Hundred Seventy-eight (8,303,778) shares held in the treasury and One Million Ninety Thousand One Hundred Nineteen (1,090,119) shares of preferred stock of which One Million Forty-eight thousand Twenty-eight (1,048,028) are issued and outstanding and Forty-two Thousand Ninety-one (42,091) shares held in the treasury. The Network One Contributions are owned of record and beneficially by the Persons set forth on Exhibit 4.3 attached hereto. There are no outstanding options, rights, conversion rights, agreements or commitments of any kind relating to the issuance, sale or transfer of any shares of capital stock or other securities of Network One, except as set forth in Exhibit 4.3. There are no "phantom" stock rights or agreements or similar rights or agreements intended to or which confer upon any Person rights similar to any rights accruing to owners of shares of capital stock of Network One.

4.4 Authorization. Network One has full legal right, power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement. The execution, delivery and performance by Network One of this Agreement and the other agreements and documents referred to herein and the actions contemplated hereby and thereby have been duly and validly authorized by all necessary action, and this Agreement and such other agreements and documents constitute valid and binding obligations of Network One, enforceable in accordance with their terms, subject to (i) general principles of equity, regardless of whether enforcement is sought in a proceeding in equity or at law, and (ii) bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium, receivership or other similar laws relating to or affecting creditors' rights generally.

4.5 Financial Statements and Absence of Changes. The balance sheet as of September 30, 2000, and the income statement and statement of changes in financial condition or cash flows for the fiscal year then ended and the balance sheets as of the end of each month from September 30, 2000, through November 30, 2000, and the income statement and statement of cash flows for each of the months then ended of Network One (the "Network One Financial Statements") have been provided to OneStar as set forth in Exhibit 4.5 attached hereto. Each of the Network One Financial Statements is true, complete and correct and fairly presents (including but not limited to the inclusion of all adjustments with respect to interim periods which are necessary to present fairly the financial condition and assets and liabilities or the results of operations of Network One) the financial condition and assets and liabilities or the results of operations of Network One as of the dates and for the periods indicated. The Network One Financial Statements were prepared in accordance with generally accepted accounting principles applicable to the business of Network One consistently applied in accordance with past accounting practices. Except as reflected in the Network One Financial Statements, Network One has no debts, obligations, guaranties of obligations of others or liabilities (contingent or otherwise) that would be required to be disclosed in financial statements prepared in accordance with generally accepted accounting principles. Since November 30, 2000, there have been no material adverse changes to the business, financial condition, results of operations or prospects of Network One from that described and reflected in the Network One Financial Statements as of that date. Any financial statements prepared with respect to Network One subsequent to the date hereof shall be promptly provided to OneStar and shall constitute Network One Financial Statements for purposes hereof.

4.6 Intellectual Property. Except as set forth in Exhibit 4.6 attached hereto, Network One does not have any patents, copyrights, trade names, trademarks, service marks, other such names or marks or applications therefor and has not conducted business under any trade or fictitious name other than its current name. No other intellectual property is required in the operation of the business of Network One. There are no pending or threatened claims of infringement upon the rights to any intellectual property of others or, except as set forth in Exhibit 4.8 attached hereto, any agreements or undertakings with respect to any such rights.

4.7 Liabilities. Except as and to the extent reflected or reserved against it in the Network One Financial Statements, Network One had no material liabilities or obligations as of the dates thereof, secured or unsecured (whether accrued, absolute, contingent or otherwise), including, without limitation, tax liabilities due or to become due, agent buyouts, and employment contract buyouts, and Network One has not incurred, and will not incur, any liabilities or obligations since the date of the most recent of the Network One Financial Statements, except liabilities permitted by this Agreement. Except as set forth in Exhibit 4.7 attached hereto, Network One has no obligations or liabilities, whether direct or indirect, joint or several, absolute or contingent, matured or unmatured, secured or unsecured, which could be affected by the execution and delivery of this Agreement or consummation of the transactions contemplated by this Agreement or which could affect the same.

4.8 Contracts. Except as set forth in Exhibit 4.8 attached hereto or in any other exhibit attached hereto and referenced below, true, correct and complete copies of which referenced items have previously been delivered to OneStar, Network One is not a party to or bound by any of the following Contracts or Contract:

(a) contract for the purchase or sale of services, equipment, inventory, materials, supplies, or any capital item or items, or supply agreements with the federal government or any state or local government or any agency thereof;

(b) collective bargaining agreement or other agreement with any labor union or labor organization or any employment, consulting, severance, bonus, deferred compensation or similar agreement;

(c) agreement, indenture or other instrument relating to the borrowing of money or guaranty of any obligation for the borrowing of money;

(d) tenancy, lease, license or similar agreement relating to property except as set forth in Exhibit 4.26 attached hereto;

(e) license, lease or other agreement to provide or acquire telecommunications or other services or equipment of any kind;

(f) any insurance policies naming Network One as an insured or beneficiary or as a loss payee, or for which Network One has paid all or part of the premium;

(g) any instrument or agreement relating to indebtedness by way of lease-purchase arrangements, conditional sale, guarantee or other undertakings on which others rely in extending credit, any joint venture agreements or any chattel mortgages or other security arrangements:

(h) any agreement or contract with, or any obligation to or from, an Affiliate, or a shareholder of Network One:

(i) any other plans, agreements, contracts, powers of attorney, bids or proposals, whether written or oral:

(j) any agreements or contracts with any telecommunications carrier:

(k) any agreements with agents for the sale of telecommunications services:

(l) any contracts or agreements with any LEC:

(m) any agreements or contracts concerning billing of telecommunications or other services: or

(n) copies of all contracts with brokers for the sale of all or a portion of the capital stock or assets of Network One.

Except as set forth in Exhibit 4.8 attached hereto, neither Network One nor, to the knowledge of Network One without inquiry of other parties to such Contract, any other party to any such Contract has breached any provisions of, or is in violation or default under the terms of, or has caused or permitted to exist any event that with or without due notice or lapse of time or both would constitute a default or event of default under, any such Contract. All such Contracts are valid, binding and in full force and effect and, to the knowledge of Network One, any Contract will continue in full force and effect to the benefit of OneStar, without change following the consummation of the transactions contemplated by this Agreement without obtaining the consent of any other party thereto, except as set forth in Exhibit 4.8 attached hereto, and the execution and delivery of this Agreement by Network One and the consummation of the transactions contemplated by this Agreement will not violate or cause a default or event of default under any provision of, or result in the acceleration of any obligation under, or the termination of any Contract.

4.9 Litigation and Compliance. Except as set forth in Exhibit 4.9 attached hereto, there is no pending or threatened claim, lawsuit or administrative proceeding by or against, or to the knowledge of Network One, no investigation of, Network One or the operation of its business. The business of Network One is not affected by any pending or, to the knowledge of Network One, threatened strike or other labor disturbance. Network One and the operation of its business are in compliance with all federal, state and local laws and regulations and administrative orders and all tariffs, rules and regulations of local exchange carriers and inter-exchange carriers applicable thereto where the failure to be in compliance could have a material adverse effect on the Network One Contribution, the business or condition of Network One or the transactions contemplated by this

Agreement. There is no order, writ, injunction or decree relating to or affecting the operations or the business of Network One or the transactions contemplated by this Agreement.

4.10 Non-Contravention. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will result in the breach of any term or provision of, constitute a default under, or accelerate or augment the performance otherwise required under, any provision of the Network One Organizational Documents or any agreement (including without limitation any loan agreement or promissory note), indenture, instrument, order, law or regulation to which Network One is a party or by which they are bound, or will result in the creation of any lien or encumbrance upon any property, including but not limited to the shares, of Network One.

4.11 Licenses, Permits and Required Consents. Network One has all federal, state and local franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits necessary to the conduct of its business as currently conducted where the failure to have the same could have a material adverse effect on the Network One Contribution, the business or condition of Network One or the transactions contemplated by this Agreement. A list of such franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits is set forth in Exhibit 4.11(a) attached hereto, true, correct and complete copies of which have previously been delivered to OneStar. Except as set forth in Exhibit 4.11(a) attached hereto, all franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations and permits relating to the business of Network One are in full force and effect, no violations have been made in respect thereof, and no proceeding is pending or threatened which could have the effect of revoking or limiting any such franchises, tariffs, licenses, ordinances, certifications, approvals, authorizations or permits and the same will not cease to remain in full force and effect by reason of the transactions contemplated by this Agreement.

Exhibit 4.11(a) attached hereto sets forth all registrations, filings, applications, notices, transfers, consents, approvals, orders, qualifications, authorizations, certifications, waivers or other actions of any kind required to be made, filed, given or obtained by or on behalf of Network One or any of its shareholders with, to or from any persons, governmental authorities or private entities in connection with the consummation of the transactions contemplated by this Agreement.

4.12 Insurance. Exhibit 4.12 attached hereto sets forth a list of all policies of insurance which insure the properties, business or liability of Network One, setting forth the types and amounts of coverage, true, correct and complete copies of which have previously been delivered to OneStar. Each of such policies is current and in full force and effect and Network One has not received notice of default under, or intended cancellation or non-renewal of, any such policies. Such insurance is adequate and Network One will keep all current insurance policies in effect through the Closing. Network One has not been refused any insurance by an insurance carrier to which it has applied for insurance. Network One shall bear the risk of loss of, or damage to, its properties through the Closing and shall be entitled to any insurance proceeds if the Closing does not occur.

4.13 Employee Benefit Plans.

(a) Exhibit 4.13 attached hereto sets forth a complete list and brief description of each Employee Benefit Plan or Plan maintained for employees of Network One or contributed to by Network One. For purposes of this Section, Network One shall include all trades or businesses (whether or not incorporated) which are a member of a group of which Network One is a member and which are under common control within the meaning of Section 414 the Code, and the regulations promulgated thereunder.

(b) Each Employee Benefit Plan and any related trust agreement, annuity contract or any other funding or implementing instrument complies currently and has complied in the past, as to form, operation and administration, with the provisions of ERISA, as amended, and all other laws, rules and regulations and with the Code where required in order to be tax-qualified under Sections 401(a) or 403(a) and 501(a) of the Code and no event has occurred which will or could give rise to disqualification of any such Plan under said sections. All necessary governmental approvals for the Employee Benefit Plans have been obtained; each Employee Benefit Plan which is subject thereto meets and has met at all times the minimum funding standards of Section 302 of ERISA, Section 412 of the Code and any other applicable law and no accumulated funding deficiency, whether or not waived, exists with respect to any such Plan; each Employee Benefit Plan which is an employee pension benefit plan (as defined in Section 3(2)(A) of ERISA) has been duly authorized by Network One, and a favorable determination as to the qualification under the Code of each such employee pension benefit plan has been made by the Internal Revenue Service. Each Employee Benefit Plan which is subject to Title IV of ERISA is sufficient to meet benefit commitments (as that term is defined in Section 4001(a)(16) of ERISA) and there are no unfunded vested benefits under any Plan. All of the costs of each Plan have been provided for on the basis of consistent methods in accordance with sound actuarial assumptions and practices. None of the Plans is a "Multiemployer Plan" within the meaning of Section 3(37) of ERISA.

(c) Neither Network One nor any fiduciary or administrator of any Employee Benefit Plan has engaged in any transaction in violation of Section 406(a) or (b) of ERISA for which no exemption exists under Section 408 of ERISA or any "prohibited transaction" (as defined in Section 4975(c)(1) of the Code) for which no exemption exists under Section 4975(c)(2) or 4975(d) of the Code. No event has occurred which will or could subject any such Plan to income tax under Section 511 of the Code or to an excise tax under Section 4971 through 4981 of the Code.

(d) All premiums (and interest charges and penalties for late payment, if applicable) due the PBGC have been paid with respect to each Employee Benefit Plan and each plan year thereof for which premiums have been required. There has been no "reportable event" (as defined in Section 4043(b) of ERISA and the regulations of the PBGC under such section) with respect to any Employee Benefit Plan subject to Title IV of ERISA. No liability to the PBGC has been incurred by Network One on account of any termination of an Employee Benefit Plan subject to Title IV of ERISA. No filing has been made (or other action taken) by or on behalf of Network One, and no proceeding has been commenced by the PBGC, to terminate any Employee Benefit Plan subject to Title IV of ERISA maintained, or wholly or partially funded by Network One. Network One has not (i) ceased operations at a facility so as to become subject to the provisions of Section 4062(e) of ERISA; (ii) withdrawn as a substantial employer so as to become subject to the provisions of Section

4063 of ERISA; or (iii) ceased making contributions to any Employee Benefit Plan subject to Section 4064(a) of ERISA.

(e) Network One has delivered to OneStar a complete and correct copy of (i) each Employee Benefit Plan (and related trust agreement, annuity contract or other funding or implementing instrument), including all amendments thereto; (ii) all filings (including all attachments thereto) made or required to be made (including but not limited to annual reports and returns) with the Internal Revenue Service, Department of Labor or the PBGC relative to any Employee Benefit Plan for each of the three (3) most recent plan years; (iii) the actuarial reports as of the last valuation date, balance sheets and consolidated financial statements as of the last valuation date, and the most recent IRS determination letters; and (iv) other relevant documents in the possession of Network One or its employees or agents, with respect to each Employee Benefit Plan. Such documents fairly present the financial condition.

(f) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in: (i) a complete or partial withdrawal from any Employee Benefit Plan, or (ii) any funding deficiency or lien under ERISA.

(g) Neither OneStar nor OneStar Communications will incur any liability or obligation as a result of the transactions contemplated by this Agreement with respect to or arising out of any Employee Benefit Plan or other benefit plan or program maintained by or on behalf of Network One or any multi-employer pension or welfare plan or program.

4.14 Taxes and Returns. Network One is properly classified and taxed as a corporation, as defined in Section 7701 of the Code, for federal income tax purposes. All Taxes for which Network One is or may be liable, including interest and penalties, required to be paid, collected or withheld with respect to all open years have been paid or collected or withheld and remitted to the appropriate governmental agency except for any Taxes which Network One is contesting in good faith which have been noted in the Network One Financial Statements, and except for Taxes not yet payable which have been adequately provided for in the Network One Financial Statements. True, complete and correct returns (including, without limitation, information returns and other material information) have been timely filed with the appropriate governmental agency with respect to all Taxes and the copies thereof which have been provided to OneStar pursuant to its request are true, accurate and complete. Network One has not filed or entered into any election, consent or extension agreement that extends any applicable statute of limitations or the time within which a return must be filed. Network One is not a party to any action or proceeding, pending or threatened, by any governmental authority for assessment or collection of Taxes, no unresolved claim for assessment or collection of Taxes has been asserted, no audit or investigation by any governmental authority is pending or threatened and no such matters are under discussion with any governmental authority. No deficiencies for Taxes have been claimed, proposed or assessed by any taxing or other governmental authority. Network One has not made an election, and is not required, to treat any asset as owned by another person for federal income tax purposes or as tax-exempt bond financed property or tax-exempt use property within the meaning of Section 168 of the Code. Network One hereby agrees to indemnify and hold harmless OneStar, its Affiliates and their

respective successors and assigns from and against any Tax which constitutes, or could result in, a lien on any of the assets or a claim against OneStar, its Affiliates or their respective successors or assigns.

4.15 Changes. Except as otherwise expressly disclosed in Exhibit 4.15 hereto, since November 30, 2000, there has not been:

(a) any damage, destruction, other casualty loss or other occurrence that could, individually or in the aggregate, have a material adverse effect on the value of the Network One Contribution or the business or condition of Network One;

(b) any disposition of any asset of Network One other than in the ordinary course of business;

(c) any amendment, modification or termination of any existing, or entering into any new, contract, agreement, lease, license, permit or franchise that could, individually or in the aggregate, have a material adverse effect on the value of the Network One Contribution or the business or condition of Network One;

(d) any changes in the accounting methods or practices followed by Network One or any change in depreciation or amortization policies or rates; or

(e) any other material adverse change in the assets (including but not limited to the Network One Contribution), business or condition of Network One.

4.16 No Adverse Actions. Except as otherwise set forth in Exhibit 4.16, there is no existing, pending or, to the knowledge of Network One, threatened termination, cancellation, limitation, modification or change in the business relationship of Network One with any supplier, customer or other person or entity except as are immaterial individually and in the aggregate and which are in the ordinary course of business. None of Network One or any shareholder, agent, employee or other person associated with or acting on behalf of any of the foregoing has used any corporation funds for unlawful contributions, payments, gifts, entertainment or other unlawful expenses relating to political activity, or made any direct or indirect unlawful payments to governmental officials or others.

4.17 Labor Matters. Network One has no obligations, contingent or otherwise, under any employment or consulting agreement, collective bargaining agreement or other contract with a labor union or other labor or employee group, and OneStar will incur no liability or obligation with respect to any employee, consultant or agent of Network One as a result of or arising out of the consummation of the transactions contemplated by this Agreement. There are no efforts presently being made or, to the knowledge of Network One, threatened by or on behalf of any labor union with respect to employees of Network One. Network One is in compliance with all federal, state or other applicable laws, domestic or foreign, respecting employment and employment practices, terms and conditions of employment and wages and hours, and has not and is not engaged in any unfair labor

practice: no unfair labor practice complaint against Network One is pending or, to the knowledge of Network One, threatened before the National Labor Relations Board: there is no labor strike, dispute, slowdown or stoppage pending or, to the knowledge of Network One, threatened against or involving Network One: no representation question exists respecting the employees of Network One: no grievance or internal or informal complaint which might have a material adverse effect upon Network One or the conduct of its business exists: no arbitration proceeding arising out of or under any collective bargaining agreement is pending and no claim therefor has been asserted: no collective bargaining agreement is currently being negotiated by Network One: and Network One has not experienced any labor difficulty. There has not been, and will not be, to the knowledge of Network One, any adverse change in relations with employees of Network One as a result of any announcement or consummation of the transactions contemplated by this Agreement.

4.18 Disclosure. No representation, warranty or statement made by or on behalf of Network One in this Agreement or the Exhibits attached hereto or in the certificates or other materials furnished or to be furnished to OneStar or its representatives or lenders in connection with this Agreement and the transactions contemplated hereby or thereby, contains or will contain any untrue statement of fact or omits or will omit to state a fact required to be stated herein or therein or necessary to make the statements contained herein or therein not misleading in any material respect. All information and documents provided prior to the date of this Agreement, and all information and documents subsequently provided, to OneStar or its representatives or lenders by or on behalf of Network One or the shareholders are or contain, or will be or will contain as to subsequently provided information or documents, true, accurate and complete information with respect to the subject matter thereof and are, or will be as to subsequently provided information or documents, fully responsive to any specific request made by or on behalf of OneStar or its representatives or lenders. Prior to the Closing, full disclosure shall have been made to OneStar of all material facts with respect to Network One and its business, assets, operations, condition and prospects and the transactions contemplated by this Agreement which a reasonable purchaser would deem relevant. Through the Closing, Network One shall promptly notify OneStar of any change or event which could adversely affect the Network One Contribution or the operations, business, conditions or prospects of Network One.

4.19 Agency Agreements. Exhibit 4.8 contains all of the agency agreements, written or verbal, between Network One and any third party pursuant to which such third party has acquired customers for Network One which are included in the assets or to whom Network One owes any form of compensation for sales to customers.

4.20 Trade Agreements. Exhibit 4.8 contains all the Trade Agreements, written or verbal, between Network One and any third party pursuant to which Network One provides long distance services in exchange for consideration other than its ordinary and customary cash payment.

4.21 Accounts Receivable. All accounts receivable of Network One represent sales actually made or services actually performed in the ordinary course of business, are current and collectible net of any reserves calculated consistent with past practice and, to the best knowledge of Network One, are not subject to any defense, counterclaim or offset with respect to any such

accounts receivable.

4.22 Equipment. The equipment of Network One is structurally sound with no known defects and is in good operating condition and repair (ordinary wear and tear excepted) and is adequate for the uses to which it is being put, and none of such equipment is in need of maintenance or repairs except for ordinary, routine maintenance and repairs. Except as set forth in Exhibit 4.22, Network One has not received notification that Network One is in violation of any applicable law, ordinance or regulation in respect of its equipment or its operation, and, to the best knowledge of Network One, there is no such violation which could have a material adverse effect on Network One.

4.23 No Condemnation or Expropriation. Neither the whole nor any portion of the property or leaseholds held by Network One is subject to any governmental decree or order to be sold or is being condemned, expropriated or otherwise taken by any Governmental Body or other Person with or without payment or compensation therefor, nor, to the best knowledge of Network One, has any such condemnation, expropriation or taking been proposed.

4.24 Take or Pay Contracts. Exhibit 4.8 lists all agreements pursuant to which Network One is required to purchase a minimum quantity of utilities, products or services or to have payment therefor. Network One has utilized the minimum quantity of utilities, products or services that it is required to utilize pursuant to such contracts and Network One has made no prepayments for utilities, products or services that it has not utilized.

4.25 Banking Relationships. Exhibit 4.25 sets forth the names and locations of all banks, trust companies, savings and loan associations and other financial institutions at which Network One maintains safe deposit boxes or accounts of any nature and the names of all persons authorized to have access thereto, draw thereon or make withdrawals therefrom. Upon request, Network One will deliver to OneStar copies of all records, including all signatures or authorization cards.

4.26 Leases. Exhibit 4.26 lists and contains an accurate and complete description of the principal terms of all leases pursuant to which Network One leases real or personal property. All such leases are valid, binding and enforceable by Network One in accordance with their terms, and are in full force and effect. There are no existing defaults (or, to the best of Network One's knowledge, events which, with notice or lapse of time or both, could constitute a default) by Network One, or to the best knowledge of Network One, by any other Person which could entitle the lessor thereunder, Network One or any other Person to terminate such lease.

4.27 Status of Agreements. All contracts, agreements, commitments, plans, leases, policies and the like disclosed or required to be disclosed in this Agreement are valid and in full force and effect; Network One has performed in all material respects the obligations to be performed thereunder on or prior to the date hereof; there are no existing defaults (or, to the best of Network One's knowledge, events which, with notice or lapse of time or both, would constitute a default) by Network One which would entitle the other party thereto to terminate such instrument or to collect

substantial payments from Network One thereunder, or to the best knowledge of Network One, any other Person thereunder; and copies thereof have been delivered to OneStar.

4.28 Books and Records. The books of account, minute books, stock record books and other records of Network One, all of which have been or will be made available to OneStar, are complete and correct in all material respects and have been maintained in accordance with sound business practices.

4.29 Personnel. Exhibit 4.29 lists (a) the current salary rates of all salaried employees and officers of Network One and (b) the wage rate ranges for all non-salaried employees and officers of Network One by classification, including in the case of (a) and (b) all bonuses or other payments.

4.30 Compliance with Law. To the best of Network One's knowledge, Network One has complied in all material respects with, and the operations of Network One have been conducted in all material respects in accordance with, all applicable laws, regulations and other requirements of all Governmental Bodies having jurisdiction over them, including, without limitation, all such laws, regulations and requirements relating to air, noise and water pollution, antitrust, consumer protection, currency exchange, environmental compliance, equal opportunity, hazardous substances and waste, health, occupational safety and securities matters. Network One has not received any notification of any asserted present or past failure by Network One to comply with any such laws, rules or regulations. To the best knowledge of Network One, Network One has all licenses, permits, orders, and common carrier transportation rights or approvals from all Governmental Bodies required for the conduct of its business, and is not in violation of any such license, permit, order, right or approval. All such licenses, permits, orders, rights and approvals are in full force and effect, and no suspension or cancellation thereof has been threatened.

4.31 Absence of Certain Commercial Practices. Network One has not, and no director, officer, agent, employee or other Person acting on behalf of it has, given or agreed to give any gift or similar benefit of more than nominal value to any customer, supplier, or employee or official of any Governmental Body or any other Person who is or may be in a position to help or hinder Network One or assist in connection with any proposed transaction, which gift or similar benefit, if not given in the past, might have materially and adversely affected the business or prospects of Network One, or which, if not continued in the future, might materially and adversely affect the business or prospects of Network One. Network One has not, and no director, officer, agent, employee or other Person acting on its behalf has, accepted or received any unlawful contributions, payments, gifts, or expenditures.

4.32 No Brokers. Except as set forth in Exhibit 4.32, all negotiations relating to this Agreement have been carried on by Network One without the intervention of any other Person in such manner as to give rise to any valid claim against OneStar. Network One or OneStar Communications or their property or any shareholder or member for a brokerage commission, finder's fee or other like payment to any Person.

4.33 Real Property Interests. Exhibit 4.33 describes all interests in real property leased or owned by Network One. Network One will deliver to OneStar at or before the Closing copies of all instruments (as recorded) by which Network One acquired such real property interests therein owned by it, and copies of all related documents in the possession of Network One relating to such property or interests. Network One has good, valid and marketable title to all the properties and assets that it purports to own (personal, real and mixed, tangible and intangible), including, without limitation, all the properties and assets reflected in the Network One Financial Statements, and all the properties and assets purchased or otherwise acquired by Network One since the date of the Network One Financial Statements.

4.34 Title to Assets. Network One owns and has good marketable title to all of its properties and assets, free and clear of any Encumbrances and not subject to any rights of way, building use restrictions, exceptions, variances, reservations or limitations of any nature whatsoever, except, as set forth in Exhibit 4.34. Except as set forth in Exhibit 4.34, none of the assets used in the business of Network One is owned by any shareholder. On the Closing Date, the Network One Contribution will be free and clear of all Encumbrances, except those specifically identified in Exhibit 4.34.

4.35 Sufficiency of Assets. The properties and assets owned or leased by Network One includes all rights, properties and other assets necessary to permit Network One to conduct its business in all material respects in the same manner as it is conducted on, and has been conducted prior to, the date of this Agreement.

5. INDEMNITY.

5.1 Network One agrees to indemnify OneStar and OneStar Communications and their Affiliates and their respective directors, officers, shareholders, employees, agents, successors and assigns against, and hold each and every one of the foregoing harmless from, any and all damages, losses, claims, liabilities, demands, charges, suits, penalties, costs or expenses, whether accrued, absolute, contingent or otherwise, including but not limited to court costs and attorneys' fees, which any of the foregoing may incur or to which any of the foregoing may be subjected, arising out of or otherwise based upon any misrepresentation or breach of warranty or representation by Network One or any breach or default by it under any of the covenants or other provisions of this Agreement or of any other agreement or instrument to which OneStar or an Affiliate of OneStar is a party or which is in favor of OneStar or an Affiliate of OneStar.

5.2 OneStar agrees to indemnify Network One and OneStar Communications and their Affiliates and their respective directors, officers, shareholders, employees, agents, successors and assigns against, and hold each and every one of the foregoing harmless from, any and all damages, losses, claims, liabilities, demands, charges, suits, penalties, costs or expenses, whether accrued, absolute, contingent or otherwise, including but not limited to court costs and attorneys' fees, which any of the foregoing may incur or to which any of the foregoing may be subjected, arising out of or otherwise based upon any misrepresentation or breach of warranty or representation OneStar or any breach or default by it under any of the covenants or other provisions of this

Agreement or of any other agreement or instrument to which Network One or an Affiliate of Network One is a party or which is in favor of Network One or an Affiliate of Network One.

5.3 Notice and Opportunity to Defend. The party indemnified hereunder (the "Indemnified Party") shall notify in writing the indemnifying party (the "Indemnifying Party") within thirty (30) days after a claim is presented to the Indemnified Party, and the Indemnifying Party shall defend such claim at its expense. If the Indemnifying Party does not defend or settle such claim, the Indemnified Party may do so without the Indemnifying Party's participation, in which case the Indemnifying Party shall pay the expenses of such defense, and the Indemnified Party may settle or compromise such claim without the Indemnifying Party's consent. If the Indemnified Party fails to notify the Indemnifying Party, and if the Indemnifying Party is thereby materially prejudiced by such failure of notice in its defense of the claim, the Indemnifying Party's obligation of indemnity hereunder shall be extinguished with respect to such claim to the extent that the Indemnifying Party has been prejudiced by the failure to give such notice.

6. CONDITIONS TO CLOSING.

6.1 Closing Conditions of Network One. The obligations of Network One under this Agreement are subject to the satisfaction at or prior to the Closing of each of the following conditions, but compliance with any or all of such conditions may be waived, in writing, by Network One:

(a) The representations and warranties of OneStar contained in this Agreement shall be true and correct in all material respects on the date hereof and on the Closing Date:

(b) OneStar shall have performed and complied with all of the covenants and agreements in all material respects and satisfied all of the conditions required by this Agreement to be performed or complied with or satisfied by OneStar at or prior to the Closing:

(c) All required governmental and regulatory approvals, consents and/or waiting periods shall have been obtained or shall have expired, limited in the case of those involving state public utility or service commissions to the states of Alabama, Georgia, Maryland, Massachusetts, Maine, Minnesota, New Hampshire, Rhode Island, Vermont, Virginia, Washington, and West Virginia.

(d) On the Closing Date, there shall be no injunction, restraining order or decree of any nature of any court or governmental agency or body in effect that restrains or prohibits the consummation of the transactions contemplated by this Agreement:

(e) Network One lenders shall have consented to the transactions contemplated by this Agreement; and

(f) OneStar Communications shall have expressly assumed that certain Network

One Promissory Note in the principal amount of Two Hundred Thousand Dollars (\$200,000) and payable to Concord Hill Capital (the "Concord Hill Capital Note").

6.2 Closing Conditions of OneStar. The obligations of OneStar under this Agreement are subject to the satisfaction at or prior to the Closing of each of the following conditions, but compliance with any or all of any such conditions may be waived, in writing, by OneStar:

(a) The representations and warranties of Network One contained in this Agreement shall be true and correct in all material respects on the date hereof and on the Closing Date:

(b) Network One shall have performed and complied with all the covenants and agreements in all material respects and satisfied all the conditions required by this Agreement to be performed or complied with or satisfied by it or them at or prior to the Closing:

(c) All required governmental, regulatory and third-party approvals, consents and/or waiting periods shall have been obtained or shall have expired, limited in the case of those involving state public utility or service commissions to the states of Alabama, Georgia, Maryland, Massachusetts, Maine, Minnesota, New Hampshire, Rhode Island, Vermont, Virginia, Washington, and West Virginia; which regulatory approvals shall include, without limitation, authority to provide intra-LATA telecommunications services in the manner currently provided by Network One:

(d) OneStar lenders shall have consented to the transactions contemplated by this Agreement:

(e) OneStar shall have obtained a credit facility in the amount of Ten Million Five Hundred Thousand Dollars (\$10,500,000):

(f) OneStar shall have arranged for the continuation and/or provision of the services, products or facilities provided to or by Network One:

(g) On the Closing Date, there shall be no injunction, restraining order or decree of any nature of any court or governmental agency or body in effect that restrains or prohibits the consummation of the transactions contemplated by this Agreement:

(h) Richland Ventures, Cordova Capital Partners, Firststar Bank, and Old National Bank shall have consented in writing to the transactions contemplated by this Agreement:

(i) There shall not have occurred any unknown liability of Network One that has become known greater than One Million Dollars (\$1,000,000) in the aggregate.

7. THE CLOSING.

7.1 Deliveries by Network One. At the Closing, OneStar shall receive from Network One the following and Network One shall cause the same to be delivered to OneStar:

(a) Certificate of good standing or existence from each of the states in which Network One is organized or qualified which issues such certificates as to corporations stating that Network One is a validly existing corporation in good standing;

(b) A certificate, dated as of the Closing, signed on behalf of Network One to the effect that the conditions specified in Section 6.2, above (except for clauses (c) through (f) thereof), have been satisfied:

(c) An opinion from counsel of Network One, in form and substance reasonably satisfactory to counsel for OneStar, to the effect that: (i) Network One is a corporation, duly organized, validly existing, and in good standing under the laws of the state of Georgia, and (ii) this Agreement and the other agreements and documents to which Network One is a party contemplated hereby have been duly and validly authorized, executed, and delivered on behalf of Network One and constitute (subject to standard exceptions to enforceability arising from the bankruptcy laws and rules of equity) its valid, binding, and enforceable agreements:

(d) Copies of duly adopted shareholder and director actions approving the execution, delivery and performance of this Agreement and the other instruments contemplated hereby certified on behalf of Network One:

(e) Instruments of transfer and assignment, consents, certificates, estoppel letters and all other documents and agreements in form and substance satisfactory to OneStar which OneStar may deem necessary to transfer to and vest in OneStar Communications title to and ownership of the Contributions:

(f) An original or photostatic copy duly certified as accurate and complete of all requisite governmental or regulatory approvals of the transactions contemplated hereby:

(g) Such other documents and instruments as OneStar may reasonably request, including, but not limited to LOA's, applications, and term agreements: and

(h) Certified copies of the Articles of Incorporation and By-Laws of Network One.

7.2 OneStar Deliveries. At the Closing, Network One shall receive from OneStar the following:

(a) Certificate of existence from the Secretary of State of the State of Indiana stating that OneStar is a validly existing corporation in good standing:

(b) A certificate, dated as of the Closing, signed by an officer of OneStar to the

effect that the conditions specified in Section 6.1, above, have been satisfied:

(c) Copies of duly adopted resolutions of the OneStar shareholders and Board of Directors approving the execution, delivery and performance of this Agreement, certified by its Secretary:

(d) An opinion from counsel of OneStar, in form and substance reasonably satisfactory to counsel for Network One, to the effect that: (i) OneStar is a corporation, duly incorporated and validly existing under the laws of the State of Indiana and (ii) this Agreement and the other agreements and documents to which OneStar is a party contemplated hereby have been duly and validly authorized, executed and delivered on behalf of OneStar and constitute (subject to standard exceptions to enforceability arising from the bankruptcy laws and rules of equity) its valid, binding and enforceable agreements:

(e) Instruments of transfer and assignment, consents, certificates, estoppel letters, and all other documents and agreements in form and substance satisfactory to Network One which Network One may deem necessary to transfer to and vest in OneStar Communications title to and ownership of the Contributions: and

(f) An original or photostatic copy duly certified as accurate and complete of all requisite governmental or regulatory approvals of the transactions contemplated hereby.

7.3 OneStar Communications.

At Closing, OneStar Communications shall receive the following:

(a) From Network One, a Bill of Sale transferring title to all Contributions from Network One: and

(b) From OneStar, a Bill of Sale transferring title to all Contributions from OneStar.

At Closing, OneStar Communications shall deliver the following:

(a) To Network One, such Membership Interest necessary to complete the transaction:

(b) To OneStar, such Membership Interest necessary to complete the transaction:
and

(c) OneStar Communications shall deliver Fifty Thousand Dollars (\$50,000) by check or wire transfer to Concord Hill Capital as the initial installment payment due under the Concord Hill Capital Note.

8. TERMINATION.

8.1 Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated only (a) by the mutual written consent of OneStar and Network One, (b) by either OneStar or Network One upon written notice given to the other within ten (10) days after the giving of a notice of the failure of a condition to Closing as provided herein, or (c) by OneStar or Network One if, for any reason, the Closing has not occurred on or before June 30, 2001 through no fault of such party, provided said date may be extended from time to time by mutual agreement of the parties, which agreement shall not be unreasonably withheld, in the event one or more conditions to the obligations of the parties hereunder has not been satisfied or waived.

8.2 Effect of Termination. In the event of the termination and abandonment of this Agreement pursuant to the preceding Section of this Agreement, this Agreement shall thereafter become void and have no effect, and without any liability on the part of any party or its shareholders, partners, directors or officers in respect thereof, except as otherwise provided in this Agreement and except that nothing herein will relieve any party from liability for any breach of this Agreement.

9. MISCELLANEOUS.

9.1 Expenses. Except as otherwise provided in this Agreement, Network One shall bear its own respective expenses, fees and commissions (including, but not limited to, all compensation and expenses of counsel, financial advisors, brokers, consultants, actuaries and accountants) incurred in connection with the preparation, negotiation and execution of this Agreement and consummation of the transactions contemplated hereby. Except as otherwise provided in this Agreement, OneStar shall bear its own fees, expenses and commissions (including, but not limited to, all compensation and expenses of counsel, financial advisors, brokers, consultants, actuaries and accountants) incurred in connection with the preparation, negotiation and execution of this Agreement and consummation of the transactions contemplated hereby. Network One represents and warrants to OneStar that no broker, agent or other person acting on their behalf is or will be entitled to a fee, commission or other payment as a result of or arising out of this Agreement or the transactions contemplated hereby.

9.2 Public Disclosure. No press release or other public announcement or communication will be made or caused to be made concerning the terms and conditions of this Agreement unless specifically approved in advance by OneStar and Network One.

9.3 Notices. Any notices or other communications required under this Agreement shall be in writing, shall be deemed to have been given when delivered in person, by telex or telecopier, when delivered to a recognized next business day courier, or, if mailed, when deposited in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid, addressed as follows or to such other address as notice shall have been given pursuant hereto:

If to Network One:

CRG International, Inc. d/b/a Network One
Gene E. Lane, Jr.
2000 Riveredge Parkway, Suite 900
Atlanta, GA 30328-4618
Telecopier: (770) 980-1122

If to OneStar Communications:

OneStar Communications, LLC
Attn: Alan Powers, CEO
7100 Eagle Crest Blvd.
Evansville, IN 47715
Telecopier: (812) 471-5878

OneStar Communications, LLC
Attn: Michael W. Hanus, President
1620 Helminski Road
Arbor Vitae, WI 54568

If to OneStar:

OneStar Long Distance, Inc.
Attn: Alan Powers, CEO
7100 Eagle Crest Blvd.
Evansville, IN 47715
Telecopier: (812) 471-5878

OneStar Long Distance, Inc.
Attn: Michael W. Hanus, President
1620 Helminski Road
Arbor Vitae, WI 54568

with a copy to:

Terry G. Farmer
Bamberger, Foreman, Oswald and Hahn, LLP
7th Floor Hulman Building
P. O. Box 657
Evansville, IN 47704-0657
Telecopier: (812) 421-4936

9.4 Assignment. This Agreement may not be assigned, by operation of law or otherwise, except that OneStar may assign its rights under this Agreement in whole or in part to a subsidiary or other Affiliate of OneStar (including but not limited to any subsidiary or Affiliate of OneStar formed or acquired following the date hereof) or to any lender of OneStar, provided OneStar shall remain responsible for its performance of this Agreement, subject to the terms and conditions hereof.

9.5 Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

9.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9.7 Amendment. Except as hereinafter provided, this Agreement may not be amended except by a writing signed by the party to be charged.

9.8 Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties and their Affiliates with respect to the subject matter hereof.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

9.10 Survival. The covenants, agreements, indemnities, representations and warranties of OneStar and Network One made in or pursuant to this Agreement shall survive the Closing, notwithstanding any investigation made or information obtained by or on behalf of another party.

9.11 Severability. In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby unless OneStar elects otherwise.

9.12 Third Parties. Nothing contained in this Agreement or in any instrument or document executed by any party in connection with the transactions contemplated hereby shall create any rights in, or be deemed to have been executed for the benefit of, any person or entity that is not a party hereto or a successor or permitted assign of such a party.

9.13 Consent to Jurisdiction, Venue. Any action or proceeding relating in any way to this Agreement may be brought and enforced in the Vanderburgh Superior Court in the City of Evansville, State of Indiana, and each irrevocably submits to the jurisdiction of such court and waives any objection to the laying of venue in such court or any claim that such court is an inconvenient forum.

9.14 JURY WAIVER. EACH PARTY HERETO WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTRIBUTION AGREEMENT OR ANY OTHER AGREEMENT EXECUTED PURSUANT HERETO.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly

executed as of the date first above written.

ONESTAR LONG DISTANCE, INC.

CRG INTERNATIONAL, INC.
d/b/a NETWORK ONE

By: Alan J Power
Its: CEO

By: _____
Its: _____

ONESTAR COMMUNICATIONS, LLC

By: Alan J Power
Its: CEO

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, the undersigned Notary Public in and for said County and State, came ONESTAR LONG DISTANCE, INC., by Alan J Power, its CEO, who, as such officer, acknowledged the execution of the foregoing document for and on behalf of said company.

WITNESS my hand and notarial seal this 6th day of MARCH, 2001.

My county of residence is
Vanderburgh County,
State of Indiana, and
My commission expires:
12-07-07

[Signature]
NOTARY PUBLIC
[Signature]
PRINTED NAME

executed as of the date first above written.

ONESTAR LONG DISTANCE, INC.

By: _____

Its: _____

CRG INTERNATIONAL, INC.
d/b/a NETWORK ONE

By: [Signature]

Its: President / LLC

ONESTAR COMMUNICATIONS, LLC

By: _____

Its: _____

STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

Before me, the undersigned Notary Public in and for said County and State, came ONESTAR LONG DISTANCE, INC., by _____, its _____, who, as such officer, acknowledged the execution of the foregoing document for and on behalf of said company.

WITNESS my hand and notarial seal this ___ day of _____, 2001.

My county of residence is _____
_____ County.
State of _____, and
My commission expires:

NOTARY PUBLIC

PRINTED NAME

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, came **CRG INTERNATIONAL, INC. d/b/a NETWORK ONE**, by _____, its _____, who, as such officer, acknowledged the execution of the foregoing document for and on behalf of said company.

WITNESS my hand and notarial seal this ____ day of _____, 2001.

My county of residence is _____
_____ County.
State of _____, and
My commission expires:

NOTARY PUBLIC

PRINTED NAME

STATE OF IN) SS:
)
COUNTY OF INDIAN)

Before me, the undersigned Notary Public in and for said County and State, came **ONESTAR COMMUNICATIONS, LLC**, by Alan J. Fouse, its CEO, who, as such officer, acknowledged the execution of the foregoing document for and on behalf of said company.

WITNESS my hand and notarial seal this 6th day of MARCH, 2001.

My county of residence is _____
Madison County.
State of Indiana, and
My commission expires:
12.07.07

Shannon Patrick

NOTARY PUBLIC

Shannon Patrick

PRINTED NAME

STATE OF Georgia)
) SS:
COUNTY OF Fulton)

Before me, the undersigned Notary Public in and for said County and State, came CRG INTERNATIONAL, INC. d/b/a NETWORK ONE, by Dr. E. J. [Signature], its President/CEO, who, as such officer, acknowledged the execution of the foregoing document for and on behalf of said company.

WITNESS my hand and notarial seal this 7th day of March, 2001.

My county of residence is DeKalb County,
State of Georgia, and
My commission expires:
May 26, 2002

Mary W. Wright
NOTARY PUBLIC
MARY W WRIGHT
PRINTED NAME



STATE OF _____) SS:
)
COUNTY OF _____)

Before me, the undersigned Notary Public in and for said County and State, came ONESTAR COMMUNICATIONS, LLC, by _____, its _____, who, as such officer, acknowledged the execution of the foregoing document for and on behalf of said company.

WITNESS my hand and notarial seal this ___ day of _____, 2001.

My county of residence is _____ County,
State of _____, and
My commission expires:

NOTARY PUBLIC

PRINTED NAME

ACKNOWLEDGMENT

by Richland Ventures and Cordova Capital Partners

The undersigned hereby acknowledges the terms of the foregoing Contribution Agreement on behalf of Richland Ventures and Cordova Capital Partners.

Jack Tyrrell Signature

Jack Tyrrell Printed Name

Managing Partner Title

ACKNOWLEDGMENT

by Richland Ventures and Cordova Capital Partners

The undersigned hereby acknowledges the terms of the foregoing Contribution Agreement on behalf of Richland Ventures and Cordova Capital Partners.

Gerald F. Schmidt
Signature

GERALD F. SCHMIDT
Printed Name

General Partner
Title