



FILED
September 19, 2024
Data Center
Missouri Public
Service Commission

Missouri Public Service Commission
200 Madison Street, PO Box 360
Jefferson City, MO 65102

RE: Termination of Telecommunications Services

To Whom It May Concern,

We are writing this letter to inform you that G12 Communications, LLC (DA-2023-0224) is no longer providing telecommunications services in your state effective July 31, 2024.

G12 Communications, LLC was acquired by Momentum Telecom, Inc. on November 20, 2023, and formally merged out of existence on July 31, 2024. Momentum Telecom, Inc. is now the provider of record for all services previously provided by G12 Communications, LLC. All customers were notified of the acquisition and migration to Momentum Telecom, Inc. in November 2023.

We respectfully request that our VoIP registration be cancelled effective July 31, 2024.

Please do not hesitate to contact our Regulatory Consultant below should you have any questions.

Scotty Amos, CPA
Partner, State & Local Tax
EAG Gulf Coast, LLC
D: 318-429-7552
scotty.amos@eisneramper.com
2640 Youree Drive, Unit 100, Shreveport, LA 71104

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads 'Bob Hagan'.
8B82F92FACBC4BA...

Robert (Bob) Hagan
EVP, CFO

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

CERTIFICATE OF MERGER

I, **STEVE R. HOBBS**, Secretary of State of the State of Washington and custodian of its seal, hereby certify that documents meeting statutory requirements have been filed and processed with the Secretary of State merging the below listed "Merging Entity/Entities" into:

MOMENTUM TELECOM, INC.

DELAWARE PROFIT CORPORATION

UBI: 602 797 725

Effective Date: 07/31/2024

Filing Date: 07/31/2024

Merging Entities:

603 162 381

G12 COMMUNICATIONS, LLC, WA LIMITED LIABILITY
COMPANY



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital

Steve R. Hobbs, Secretary of State

Date Issued: 07/31/2024

FILED
Secretary of State
State of Washington
Date Filed: 07/31/2024
Effective Date: 07/31/2024
UBI No: 602 797 725

STATE OF WASHINGTON

ARTICLES OF MERGER

OF

G12 COMMUNICATIONS, LLC
(a Washington limited liability company)

with and into

MOMENTUM TELECOM, INC.
(a Delaware corporation)

Pursuant to Chapter 25.15 of the Revised Code of Washington regarding limited liability companies and Title 8, Section 264 of the General Corporation Law of the State of Delaware, the undersigned limited liability company submits for filing the following Articles of Merger (the "Articles of Merger"):

1. Agreement and Plan of Merger. Upon the terms and subject to the conditions set forth in that certain Agreement and Plan of Merger, dated July 31, 2024, at the filing of these Articles of Merger (the "Effective Time"), G12 Communications, LLC, a Washington limited liability company ("G12"), shall be merged with and into Momentum Telecom, Inc., a Delaware corporation ("Momentum", and the transaction, the "Merger"). Following the Merger, the separate corporate existence of G12 shall cease and Momentum shall continue as the surviving company (the "Surviving Company") and shall succeed to and assume all of the rights and obligations of G12. The Agreement and Plan of Merger is attached to these Articles of Merger and incorporated herein by reference.

2. Merger Approval. The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Chapter 25.15.421 of the Revised Code of Washington regarding limited liability companies and Sections 252 and 264 of the General Corporation Law of the State of Delaware.

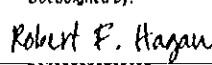
3. Effective Time. The merger shall be effective at the filing of these Articles of Merger (the "Effective Time").

4. Certificate of Incorporation. At the Effective Time, the certificate of incorporation of Momentum shall be the certificate of incorporation of the surviving corporation.

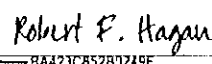
5. Agent for Service. Momentum is deemed to appoint the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic party to the merger.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be duly executed by their respective authorized officers as of the day and year first above written.

G12 COMMUNICATIONS, LLC

DocuSigned by:
By: 
Name: Robert Hagan
Title: CFO and Executive Vice
President

MOMENTUM TELECOM, INC.

DocuSigned by:
By: 
Name: Robert Hagan
Title: CFO and Executive Vice
President

[Signature Page to Articles of Merger]

EXHIBIT A
Agreement and Plan of Merger

Execution Version

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "*Agreement*"), dated as of July 31, 2024, is made by and between MOMENTUM TELECOM, INC., a Delaware corporation ("*Momentum*"), and G12 COMMUNICATIONS, LLC, a Washington limited liability company ("*G12*," and, together with Momentum, the "*Parties*").

WHEREAS, the respective sole director, sole manager, sole stockholder and sole member, as applicable, of Momentum and G12 have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are in the best interests of such company, with the sole stockholder or sole member, as applicable, of each of Momentum and G12 acting by written consent to adopt this Agreement pursuant to and in accordance with applicable provisions of the DGCL and WLLCA (as each is defined below), which consent by its terms shall become effective immediately following the execution of this Agreement by the Parties; and

WHEREAS, the Parties intend to take all such action as may be necessary or appropriate as and when required by the provisions of this Agreement in order to consummate the transactions contemplated hereby.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants contained herein, the Parties agree as follows:

1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with of Section 264(c) of the Delaware General Corporation Law (the "*DGCL*") and Chapter 25.15 of the Revised Code of Washington regarding limited liability companies (the "*WLLCA*"), G12 shall be merged with and into Momentum (the "*Merger*") at the Effective Time (as defined below). Following the Effective Time, the separate legal existence of G12 shall cease, and Momentum shall continue as the surviving corporation (the "*Surviving Corporation*"). The effects and consequences of the Merger shall be as set forth in this Agreement and the DGCL and WLLCA.

2. Effective Time.

(a) The Parties agree that (i) Momentum, as the Surviving Corporation, shall duly execute, acknowledge and file a certificate of Merger (the "*Certificate of Merger*"), complying with Section 264(c) of the DGCL and substantially in the form of Exhibit A attached hereto, with the Secretary of State of the State of Delaware with respect to the Merger and (ii) G12 shall duly execute, acknowledge and file articles of Merger (the "*Articles of Merger*"), complying with Chapter 25.15 of the WLLCA and substantially in the form of Exhibit B attached hereto, with the Secretary of State of the State of Washington with respect to the Merger.

(b) The Merger shall become effective as of the date and time provided for in the Certificate of Merger and the Articles of Merger (the "*Effective Time*").

(c) At the Effective Time, the Merger shall have the effects set forth in this

- 1 -

Agreement, the Certificate of Merger, the Articles of Merger and the applicable provisions of the DGCL and WLLCA, respectively. Without limiting the generality of the foregoing, and without any further action, from the Effective Time, (i) Momentum shall continue in existence as the Surviving Corporation and succeed to and possess all rights, privileges, immunities, powers and franchises of G12, (ii) all the business, assets, property, debts, liabilities and duties of whatever kind and character of G12 shall vest in Momentum, as the Surviving Corporation, and (iii) thereafter Momentum, as the Surviving Corporation, shall be liable for all the liabilities and obligations of G12.

(d) Organizational Documents; Directors and Officers. At the Effective Time, (i) the Certificate of Incorporation of Momentum shall remain the certificate of incorporation of the Surviving Corporation, and (ii) the Bylaws of Momentum shall remain the Bylaws of the Surviving Corporation in each case, until thereafter amended as provided therein and by applicable law. The directors and officers of Momentum immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation.

3. Equity Interests of G12. At the Effective Time, each then issued and outstanding equity interest of G12 shall be cancelled for no consideration by virtue of the Merger and without any action on the part of the holder thereof. No equity interests or other securities or other obligations of Momentum shall be issued in consideration for the cancellation of all the equity interests of G12. Each share of capital stock of Momentum that is issued and outstanding immediately prior to the Effective Time shall be unaffected by the Merger and shall remain unchanged and continue to remain outstanding as a share of capital stock of the Surviving Corporation.

4. Tax Matters. The parties hereto intend that the Merger be treated as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, and this Agreement constitute a "plan of reorganization."

5. Further Assurances. If, at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any further assignment, conveyance or assurance in law or any other acts are necessary or desirable to (i) vest, perfect or confirm in the Surviving Corporation its right, title or interest in, to or under any of the rights, properties or assets of G12 acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger, or (ii) otherwise carry out the purposes of this Agreement, G12, its governing body and its proper officers and agents shall be deemed to have granted to the Surviving Corporation an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Corporation and otherwise carry out the purposes of this Agreement; and the officers and directors of the Surviving Corporation are fully authorized in the name and on behalf of G12 or otherwise to take any and all such action.

6. Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts (including by facsimile, electronic signature or portable document format), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon

the same instrument, and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by telecopy or otherwise) to the other Parties.

7. Expenses. The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and accomplishing the Merger herein provided for.

8. Availability of Merger Agreement. An original or attested copy of this Agreement will be kept on file at an office of the Surviving Corporation.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. All actions, suits or proceedings arising out of or relating to any matter under this Agreement shall be heard and determined in the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any state or federal court within the State of Delaware) and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such action, suit or proceeding and irrevocably and unconditionally waive the defense of an inconvenient forum, or lack of jurisdiction to the maintenance of any such action, suit or proceeding.

10. Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties without the prior written consent of the other Parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

11. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

12. Entire Agreement; No Third-Party Beneficiaries. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, between the Parties, or any of them, with respect to the subject matter hereof and thereof and is not intended to and shall not confer upon any person other than the Parties any rights or remedies hereunder.

13. Amendments; Waivers. At any time prior to the Effective Time, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties (provided, however that no amendment that by law requires the further approval of the equityholders of Momentum or G12 shall be made without such further approval) or, in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

14. Headings. Headings of the Sections of this Agreement are for convenience of the Parties only and shall be given no substantive or interpretive effect whatsoever.

15. Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time, notwithstanding the adoption of this Agreement by the sole stockholder of Momentum and the sole member of G12, by mutual written consent of the Parties. If this Agreement is terminated pursuant to this Section 15, this Agreement shall become void and of no effect with no liability on the part of any Party hereto.

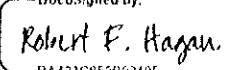
[Remainder of this page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

MOMENTUM TELECOM, INC.

By: 
Name: Robert Hagan
Title: CFO and Executive Vice President

G12 COMMUNICATIONS, LLC

By: 
Name: Robert Hagan
Title: CFO and Executive Vice President

[Signature Page to Agreement and Plan of Merger]

Exhibit A
Certificate of Merger

BUSINESS 31701516 3

A

STATE OF DELAWARE
CERTIFICATE OF MERGER
OF
MOMENTUM TELECOM, INC.
AND
G12 COMMUNICATIONS, LLC

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the Delaware corporation is "Momentum Telecom, Inc.", and the name of the foreign limited liability company being merged into the Delaware corporation is "G12 Communications, LLC", a Washington limited liability company.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Section 264 of the Delaware General Corporation Law and Chapter 25.15.421 of the Revised Code of Washington regarding limited liability companies.

THIRD: The name of the surviving corporation is "Momentum Telecom, Inc."

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on July 31, 2024.

SIXTH: The executed Agreement of Merger is on file at 1 Concourse Parkway NE, Suite 600, Atlanta, GA 30328, an office of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 31st day of July, 2024.

MOMENTUM TELECOM, INC.

DocuSigned by:
By: Robert F. Hagan
Name: Robert Hagan
Title: CFO and Executive Vice President

Exhibit B
Articles of Merger

STATE OF WASHINGTON
ARTICLES OF MERGER
OF
G12 COMMUNICATIONS, LLC
(a Washington limited liability company)

with and into

MOMENTUM TELECOM, INC.
(a Delaware corporation)

Pursuant to Chapter 25.15 of the Revised Code of Washington regarding limited liability companies and Title 8, Section 264 of the General Corporation Law of the State of Delaware, the undersigned limited liability company submits for filing the following Articles of Merger (the "Articles of Merger"):

1. Agreement and Plan of Merger. Upon the terms and subject to the conditions set forth in that certain Agreement and Plan of Merger, dated July 31, 2024, at the filing of these Articles of Merger (the "Effective Time"), G12 Communications, LLC, a Washington limited liability company ("G12"), shall be merged with and into Momentum Telecom, Inc., a Delaware corporation ("Momentum"), and the transaction, the "Merger". Following the Merger, the separate corporate existence of G12 shall cease and Momentum shall continue as the surviving company (the "Surviving Company") and shall succeed to and assume all of the rights and obligations of G12. The Agreement and Plan of Merger is attached to these Articles of Merger and incorporated herein by reference.

2. Merger Approval. The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities in accordance with Chapter 25.15.421 of the Revised Code of Washington regarding limited liability companies and Sections 252 and 264 of the General Corporation Law of the State of Delaware.

3. Effective Time. The merger shall be effective at the filing of these Articles of Merger (the "Effective Time").

4. Certificate of Incorporation. At the Effective Time, the certificate of incorporation of Momentum shall be the certificate of incorporation of the surviving corporation.

5. Agent for Service. Momentum is deemed to appoint the Secretary of State as its agent for service of process in a proceeding to enforce any obligation or the rights of dissenting shareholders of each domestic party to the merger.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Merger to be duly executed by their respective authorized officers as of the day and year first above written.

G12 COMMUNICATIONS, LLC

DocuSigned by:
By: Robert F. Hagan
Name: Robert Hagan
Title: CFO and Executive Vice
President

MOMENTUM TELECOM, INC.

DocuSigned by:
By: Robert F. Hagan
Name: Robert Hagan
Title: CFO and Executive Vice
President

[Signature Page to Articles of Merger]

Work Order #: 2024073100511301 - 1

Received Date: 07/31/2024

Amount Received: \$140.00

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"G12 COMMUNICATIONS, LLC", A WASHINGTON LIMITED LIABILITY
COMPANY,

WITH AND INTO "MOMENTUM TELECOM, INC." UNDER THE NAME OF
"MOMENTUM TELECOM, INC.", A CORPORATION ORGANIZED AND EXISTING
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED
IN THIS OFFICE ON THE THIRTY-FIRST DAY OF JULY, A.D. 2024, AT
8:11 O'CLOCK A.M.

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.
Jeffrey W. Bullock, Secretary of State

3216570 8100M
SR# 20243282020

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204051580
Date: 07-31-24

STATE OF DELAWARE
CERTIFICATE OF MERGER

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:10 AM 07/31/2024
FILED 08:11 AM 07/31/2024
SR 20243282020 - File Number 3216570

OF
MOMENTUM TELECOM, INC.
AND
G12 COMMUNICATIONS, LLC

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the Delaware corporation is "Momentum Telecom, Inc.", and the name of the foreign limited liability company being merged into the Delaware corporation is "G12 Communications, LLC", a Washington limited liability company.

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THIRD: The name of the surviving corporation is "Momentum Telecom, Inc.".

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on July 31, 2024.

SIXTH: The executed Agreement of Merger is on file at 1 Concourse Parkway NE, Suite 600, Atlanta, GA 30328, an office of the surviving corporation.

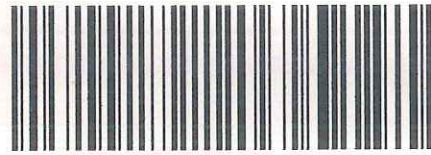
SEVENTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 31st day of July, 2024.

MOMENTUM TELECOM, INC.

DocuSigned by:
By: Robert F. Hagan
Name: Robert Hagan
Title: CFO and Executive Vice President

CERTIFIED MAIL®



7022 2410 0001 5668 9331

FIRST-CLASS



US POSTAGE™ PITNEY BOWES

ZIP 71104 \$ 011.54⁰
02 7H
0006071695 SEP 13 2024



EISNERAMPER

2640 Youree Drive, Suite 100 • Shreveport, LA 71104 • (318) 221-3615 • eisneramper.com

Missouri Public Service Commission
200 Madison Street
Jefferson City, MO 65101

RECEIVED

SEP 18 2024

MO PUBLIC SERVICE COMMISSION
MAIL ROOM

Box 360

