

**BEFORE THE
GEORGIA PUBLIC SERVICE COMMISSION**

Joint Application of

Lingo Management, LLC,
Lingo Communications, LLC,
B. Riley Principal Investments, LLC,
Lingo Telecom, LLC, Licensee,
and
BullsEye Telecom, Inc., Licensee

for Approval of (1) the Proposed Transfer of Control of
BullsEye Telecom, Inc. and (2) Certain Financing
Arrangements

Docket No. _____

JOINT APPLICATION

Lingo Management, LLC (“Lingo Management”), Lingo Communications, LLC (“Lingo”), and B. Riley Principal Investments, LLC (“BRPI”) (Lingo Management, Lingo, and BRPI collectively, the “Lingo Entities”), BullsEye Telecom, Inc. (“BullsEye”), and Lingo Telecom, LLC (f/k/a Matrix Telecom, LLC) (“Lingo Telecom”) (BullsEye and Lingo Telecom collectively, the “Licensees”) (the Lingo Entities and the Licensees collectively, the “Applicants”), pursuant to O.C.G.A. §§ 46-5-41 & 46-2-28, respectfully request Georgia Public Service Commission (“Commission”) approval, to the extent such approval is required, for (1) the transfer of control of BullsEye to the Lingo Entities (the “Transaction”) and (2) the Licensees to participate in certain Financing Arrangements (as defined below). In support of this Application, Applicants provide the following information:

I. DESCRIPTION OF APPLICANTS

A. BullsEye Telecom, Inc. (Licensee)

BullsEye is a Michigan corporation with a principal office at 25925 Telegraph Road, Suite 210, Southfield, MI 48033. BullsEye is majority owned by the William H. Oberlin Revocable Trust. The business address for the Trust is 8863 Hunters Creek Drive, Clarkston, MI 48348. William H. Oberlin, a United States citizen, serves as the Trustee.

In Georgia, BullsEye is authorized to provide competitive local exchange services pursuant to Certificate No. L-0304 and resold interexchange telecommunications services pursuant to Certificate No. R-0854. BullsEye also holds authority from the Federal Communications Commission (“FCC”) to provide domestic interstate and international telecommunications services, and is authorized to provide intrastate telecommunications services in the District of Columbia and in all other states except Alaska and Hawaii.¹

In conjunction with and following consummation of the Transaction, BullsEye will convert from a corporation to a limited liability company. This change will be *pro forma* in nature and will not change the ultimate post-Transaction ownership and control of BullsEye. To the extent necessary, additional regulatory filings will be made with the Commission in the future to address this corporate form change.

B. Lingo Telecom, LLC (f/k/a Matrix Telecom, LLC) (Licensee)

Lingo Telecom is a Texas limited liability company with a principal office at 3475 Piedmont Road NE, 12th Floor, Suite 1260, Atlanta, GA 30305. Lingo Telecom is a subsidiary of Lingo Management.

¹ In Virginia, a subsidiary of BullsEye is authorized to provide intrastate telecommunications services, in accordance with Virginia law.

In Georgia, Lingo Telecom is authorized to provide (1) resold interexchange telecommunications services pursuant Certificate Nos. R-0067 (d/b/a Trinsic Communications), R-1085 (d/b/a Excel Communications), R-1086 (d/b/a Impact Telecom), and R-1087 (d/b/a Clear Choice Communications), and (2) competitive local exchange telecommunications services pursuant to amended Certificate Nos. L-0388 (d/b/a Trinsic Communications), L-0499 (d/b/a Excel Communications) and L-0500 (d/b/a Impact Telecom). Lingo Telecom also holds authority from the FCC to provide domestic interstate and international telecommunications services, and is authorized to provide intrastate telecommunications services in the District of Columbia and all other states except Virginia, where its subsidiary is authorized to provide intrastate telecommunications services.

C. The Lingo Entities

Lingo Management is a Delaware limited liability company with a principal office at 3475 Piedmont Road NE, 12th Floor, Suite 1260, Atlanta, GA 30305. Lingo Management is a holding company and does not provide any telecommunications services or hold authorizations from any state authority for the provision of telecommunications services.

Lingo, a Georgia limited liability company, currently holds 60% of Lingo Management. Lingo is a wholly owned, direct subsidiary of GG Telecom Investors, LLC (“GG Telecom”), a Georgia limited liability company. GG Telecom is owned by Holcombe T. Green, Jr. (62.5%) and R. Kirby Godsey (37.5%). Lingo is a holding company and does not provide telecommunications services or hold authorizations from any state or federal authority for the provision of telecommunications services.

BRPI, a Delaware limited liability company, currently holds 40% of Lingo Management. BRPI is a holding company owned by B. Riley Financial, Inc., a publicly traded Delaware

corporation (NASDAQ: RILY) and diversified financial services company that takes a collaborative approach to the capital raising and financial advisory needs of public and private companies and high net worth individuals.

In Docket Nos. 33694, 33696, and 33698, the Commission approved a transaction to increase BRPI's ownership interest in Lingo Management to 80% (with Lingo holding the remaining 20%) (the "BR Transaction"). That transaction remains pending and is expected to close prior to consummation of the instant Transaction.

As reflected in **Exhibit A**, Lingo and BRPI plan to hold their interests in BullsEye (as well as their interests in Lingo Management going forward) through various intermediate holding companies after completion of the Transaction. These intermediate holding companies will be formed and named at a later date, and are expected to be Delaware entities. This internal corporate reorganization, and the addition of such holding companies in the intermediate holding structure of the Licensees is *pro forma*, and will not change or affect the ultimate post-Transaction ownership and control of the Licensees, nor their operations or services.²

² In the future, Lingo and BRPI may hold their interests in BullsEye and Lingo Telecom directly through Lingo Management without the use of intervening holding companies. The elimination of such intervening holding companies is *pro forma*, and will not change the ultimate ownership and control of BullsEye or Lingo Telecom, nor their operations or services. To the extent necessary, additional regulatory filings will be made with the Commission to address these structure changes.

II. DESIGNATED CONTACTS

Questions or correspondence concerning this Application should be directed to:

For the Lingo Entities and Lingo Telecom:

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With a copy to:

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With a copy to:

Steven M. Avromov
General Counsel & Secretary
BullsEye Telecom, Inc.
25925 Telegraph Road
Suite 210
Southfield, MI 48033

III. DESCRIPTION OF THE TRANSACTION

On March 28, 2022, Lingo Management, Lingo NewCo1 Inc. (“Merger Sub”),³ BullsEye, William H. Oberlin, as Trustee of the William H. Oberlin Revocable Trust, Shareholder Representative Services LLC, as Equityholder Representative, and for certain limited purposes only, William H. Oberlin, in his individual capacity, entered into an Agreement and Plan of Merger (“Agreement”). Pursuant to the Agreement, Merger Sub will merge with and into BullsEye, with BullsEye continuing as the surviving entity. As a result of the Agreement, indirect ownership and control of BullsEye will be transferred to Lingo and BRPI.

³ Merger Sub is a Michigan corporation that was created solely for purposes of the Transaction and currently is a subsidiary of Lingo Management.

No assignment of licenses, certificates of public convenience, assets, or customers will occur as a consequence of the proposed Transaction. The proposed Transaction also will not trigger any immediate change in the rates, terms, and conditions under which Licensees provide service to their existing customers. The Transaction will be transparent to Licensees' customers. Accordingly, customer notice is not required under Georgia or FCC rules because there will be no change in service provider from the customer's perspective as a result of the Transaction.

For the Commission's reference, **Exhibit A** depicts the current and post-closing ownership structure of Applicants. Consummation of the Transaction is contingent upon, among other things, receipt of all necessary approvals.

IV. DESCRIPTION OF THE FINANCING ARRANGEMENTS

In Docket Nos. 41829, 12260, and 20457, the Commission approved a request filed by Lingo Telecom to enter into or otherwise participate in certain financing arrangements. In Docket Nos. 33694, 33696, and 33698, Lingo Telecom informed the Commission that BRPI's affiliates agreed to acquire the outstanding debt of Lingo Management and its subsidiaries, which was reflected in the Amended and Restated Credit and Guaranty Agreement with BRF Finance Co., LLC (an affiliate of BRPI), dated November 30, 2020 ("Credit Agreement").

Applicants now seek approval for BullsEye to be added to the existing approved financing arrangements, and to increase the aggregate amount of financing, which will be reflected in new, amended, or restated financing arrangements (the "Financing Arrangements"). The Financing Arrangements will be used for the purchase price of the Transaction and associated fees and costs, and also may be used for future acquisitions, refinancing of then-current outstanding debt, working capital requirements, and other general corporate purposes.

Applicants currently expect Lingo Management to be the borrower, but in order to maintain flexibility, also request authorization for each of the Licensees to act as a borrower, co-borrower, or guarantor under the Financing Arrangements. Some or all of the Financing Arrangements may be secured facilities, which may include a grant of a security interest in the assets of the Lingo Entities and certain current and future subsidiaries, including the Licensees. A portion of the Financing Arrangements also may be unsecured facilities.

In addition to the existing Credit Agreement, the Financing Arrangements may include one or more of the following debt instruments: notes or debentures (including notes convertible into equity and private notes that may be exchanged for public notes); conventional credit facilities, such as revolving credit facilities and term loans; letters of credit; and bridge loans; or a combination thereof. The maturity period for the Financing Arrangements will be consistent with the maturity period for similar arrangements and will not be determined until the Financing Arrangements are finalized. Similarly, interest rates will be the market rate for similar financings and will not be determined until the Financing Arrangements are finalized.

Accordingly, Applicants request Commission authorization for the Licensees to enter into or otherwise participate in Financing Arrangements and thereby incur debt, as a borrower, co-borrower or guarantor, and pledge assets as security for the Financing Arrangements with terms materially consistent with those outlined above.

V. PUBLIC INTEREST CONSIDERATIONS

The proposed Transaction is in the public interest as it will bring together two enterprises that have demonstrated a long-standing commitment to excellence in a highly competitive marketplace. Consumers will benefit from the extensive telecommunications experience and expertise of the combined company. The financial, technical, and managerial resources that the

Lingo Entities will bring to BullsEye (and BullsEye to the Lingo Entities) are expected to enhance the combined company's ability to compete in the communications marketplace.

The proposed Transaction will have no adverse impact on customers and will not alter the manner of service delivery or billing. Notably, BullsEye serves only business customers, and has no residential customers in Georgia. The Transaction will not result in any immediate change of carrier or any assignment of authorizations, and in no event will it result in the discontinuance, reduction, loss, or impairment of service to customers. Following consummation of the Transaction, the Licensees will continue to provide high-quality communications services to their customers in Georgia without interruption and without immediate change in rates, terms or conditions. Accordingly, this Transaction will be, for all practical purposes, imperceptible to customers. The Transaction will not harm consumers or negatively impact the telecommunications market in Georgia.

Further, the proposed Transaction will not adversely affect, but rather will enhance, competition. BullsEye and Lingo Telecom are competitive providers operating in a highly competitive market. The proposed Transaction will allow BullsEye and Lingo Telecom to become even more effective competitors by strengthening the combined company's ability to offer innovative, in-demand services.

Approval of the Financing Arrangements also will serve the public interest in promoting competition among telecommunications carriers by providing the Lingo Entities and its current and future operating subsidiaries, including the Licensees, with access to greater financial resources that will allow them to become even more effective competitors. Among other things, the Financing Arrangements will be used to fund the purchase price for this beneficial

Transaction, to support strategic growth initiatives, and to provide for ongoing working capital and other corporate purposes.

The Financing Arrangements will not impair the Licensees' ability to provide services, and will promote their corporate purposes. Further, the Financing Arrangements will have no adverse impact on the customers of the Licensees, and will not disrupt service or cause customer confusion or inconvenience.

VI. CONCLUSION

For the foregoing reasons, Applicants submit the public interest, convenience, and necessity would be furthered by the grant of this Applicants.

Respectfully submitted,

/s/ Andrew M. Klein

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For BullsEye Telecom, Inc.

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*For the Lingo Entities and Lingo Telecom,
LLC*

Dated: April 8, 2022

EXHIBIT A

Current and Post-Transaction Structure

Exhibit A-1: Lingo Entities Pre-Transaction (assuming consummation of BR Transaction)

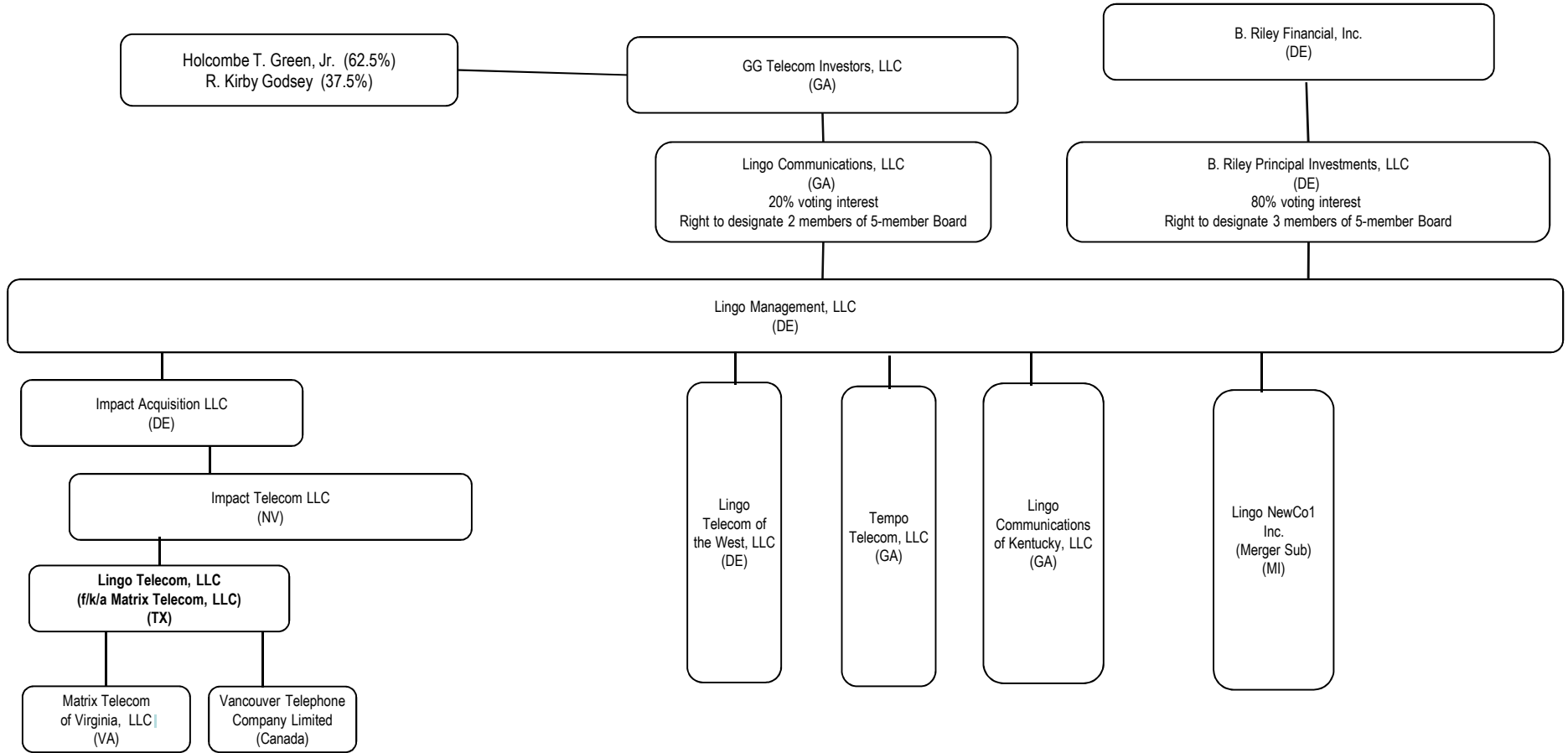


Exhibit A-2: BullsEye Pre-Transaction

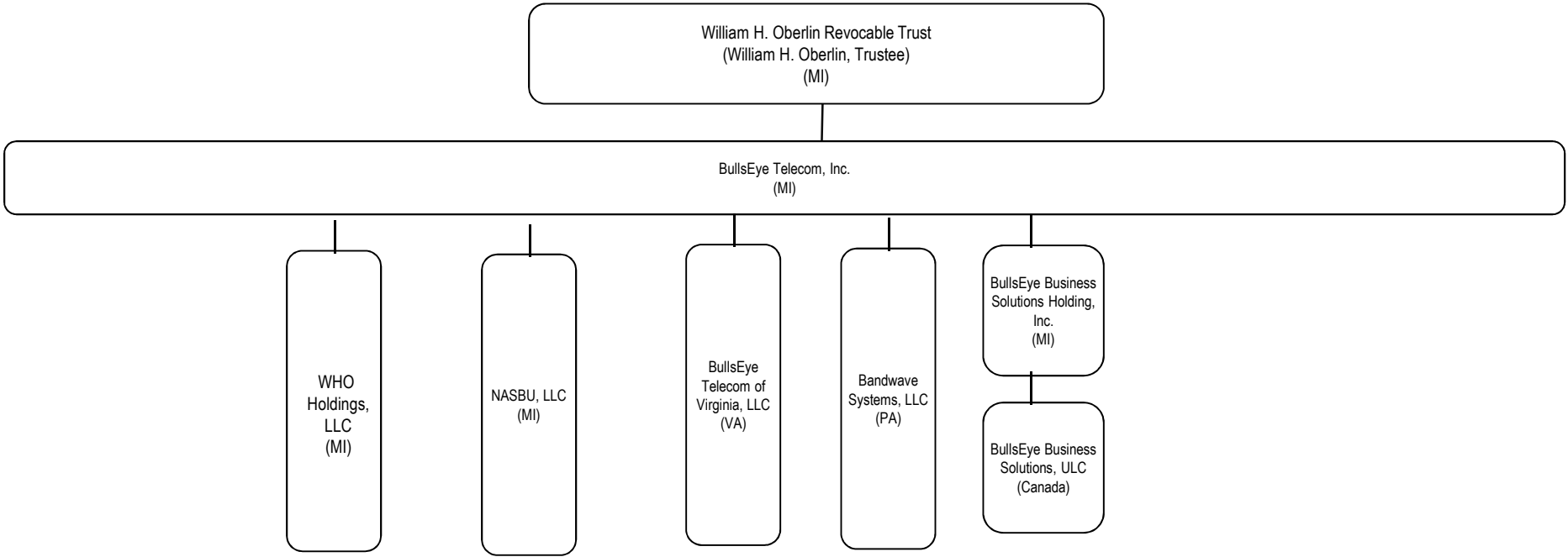
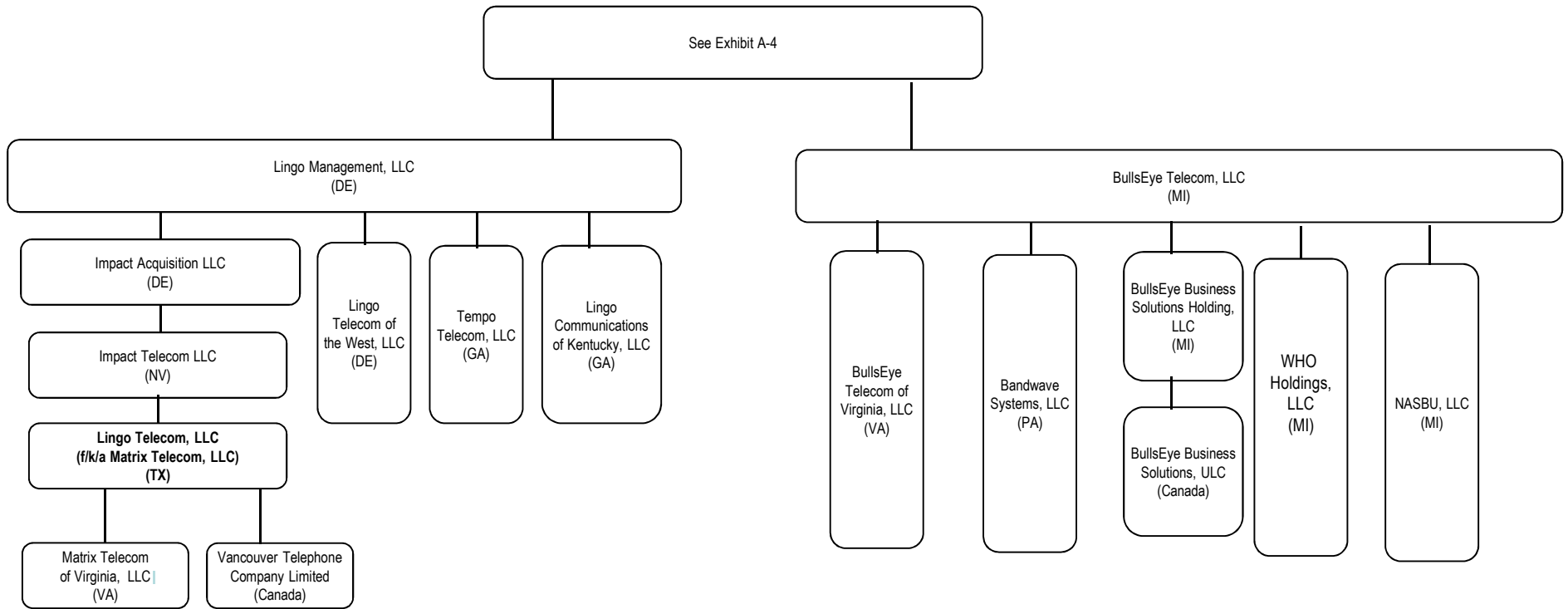
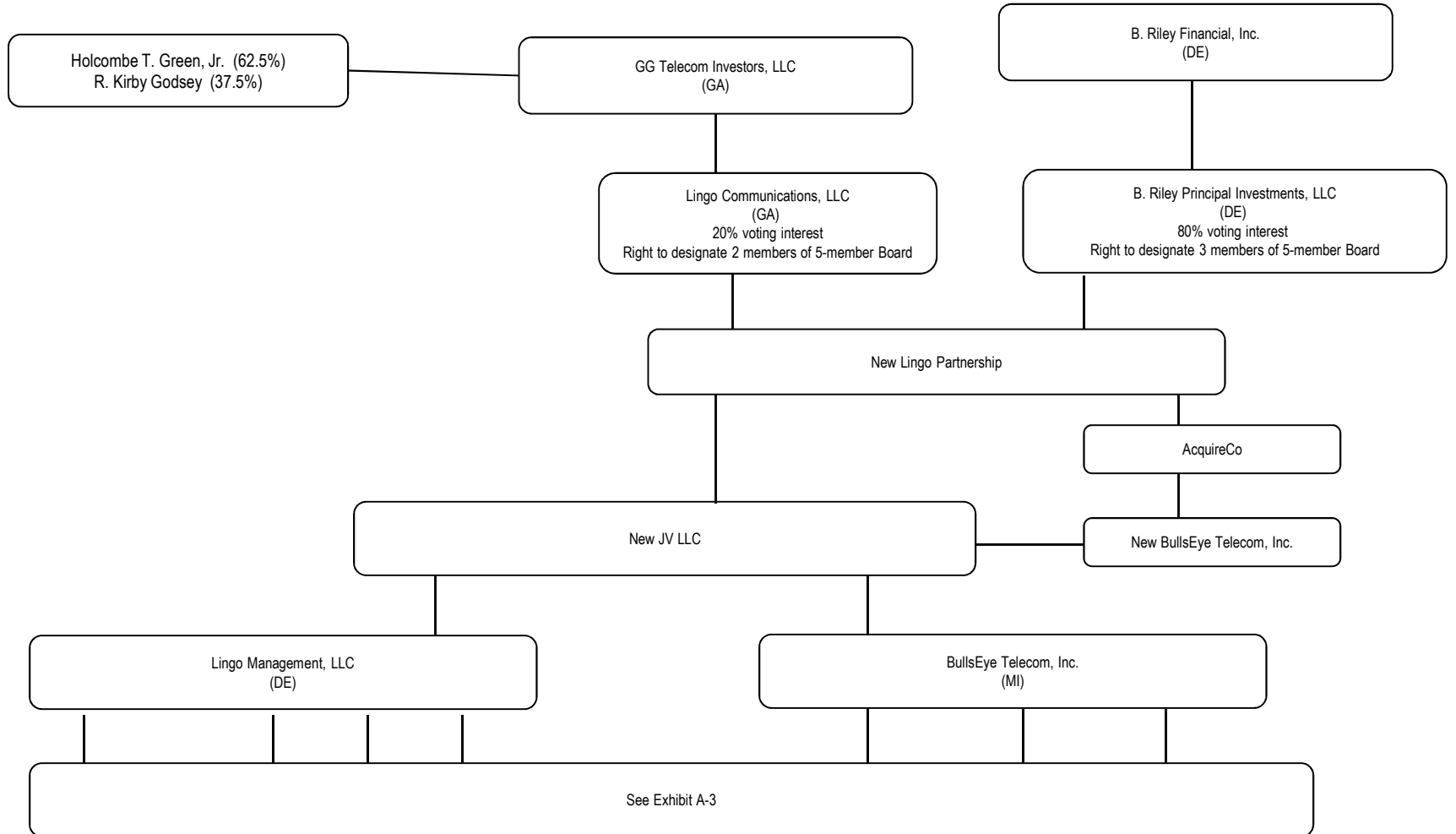


Exhibit A-3: Post-Transaction (assuming consummation of BR Transaction)



As stated in the application, in the future, Lingo Communications and BRPI may hold their interests directly through Lingo Management without the use of intervening holding companies.

Exhibit A-4: Post-Transaction (assuming consummation of BR Transaction)



As stated in the application, in the future, Lingo Communications and BRPI may hold their interests directly through Lingo Management without the use of intervening holding companies.

VERIFICATIONS

STATE OF MICHIGAN
COUNTY OF OAKLAND

§
§ ss:
§

VERIFICATION

I, Thomas Tisko, state that I am the President and Chief Executive Officer of BullsEye Telecom, Inc. (the "Company"); that I am authorized to make this Verification on behalf of the Company; that I have read the foregoing document; and that any statements in the foregoing document with respect to the Company, except as otherwise specifically attributed, are true and correct to the best of my knowledge, information, and belief.



Thomas Tisko

STATE OF GEORGIA
COUNTY OF FULTON

§
§ ss:
§

VERIFICATION

I, Vincent M. Oddo, state that I am the Chief Executive Officer of Lingo Management, LLC (the "Company"); that I am authorized to make this Verification on behalf of the Company; that I have read the foregoing document; and that any statements in the foregoing document with respect to the Company, except as otherwise specifically attributed, are true and correct to the best of my knowledge, information, and belief.



Vincent M. Oddo