

*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 04-01-2020)

Per the Commission's 5/29/2019 "Implementation Order" in Case No. 19-0173-TP-ORD

This form is intended to be used with most types of required filings. It provide check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in anyway.

In the Matter of the Application of Imagine Networks, LLC to )	TRF Docket No. 90- -TP-TRF
Provide Telecommunications Services Throughout Ohio )	Case No. - -TP-
)	NOTE: Unless you have reserved a Case #, leave
)	the "Case No." field BLANK.

Name of Registrant(s) Imagine Networks, LLC

DBA(s) of Registrant(s) N/A

Address of Registrant(s) 1100 Wayne Street, Suite 1337, Troy, OH 45373

Company Web Address inxwireless.com

Regulatory Contact Person(s) Josh Luthman

Phone (937)552-2340

Fax (866)246-3070

Regulatory Person's Email Address josh@imagine-networksllc.com

Contact Person for Annual Report Josh Luthman

Phone (937)552-2340

Consumer Contact Information Josh Luthman

Phone (937)552-2340

Address (if different from above) same as above

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Notes:**

Sections I and II are pursuant to Ohio Administrative Code (OAC) [4901:1-6](#).

Section III – Part I - Carrier to Carrier is pursuant to OAC [4901:1-7](#) and Pole Attachment to OAC [4901:1-3](#)

Section III – Part II - Wireless is pursuant to OAC [4901:1-6-24](#).

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see identified section of the Ohio Administrative Code Chapter 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov) under the docketing information system section (Procedural filing requirements), by calling the Docketing Division at 614-466-4095 or by visiting the Docketing Division at the offices of the PUCO.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits:**

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s).
B	The tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

## Section I – Part I - Common Filings:

<b>Carrier Type:</b> <input type="checkbox"/> Other (Explain below)	<b>For Profit ILEC</b>	<b>Not for Profit ILEC</b>	<b>CLEC</b>
Change terms & conditions of existing BLES.	<input type="checkbox"/> ATA <a href="#">1-6-14(I)(2)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)
Introduce non-recurring charge, surcharge or fee to BLES	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)		<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)
Revisions to BLES Cap	<input type="checkbox"/> ZTA <a href="#">1-6-14(E)</a> (0 day notice )		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <a href="#">1-6-14(E)</a> (0 day notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(E)</a> (0 day notice )	<input type="checkbox"/> ZTA <a href="#">1-6-14(E)</a> (0 day notice )
Change BLES Rates	<input type="checkbox"/> TRF <a href="#">1-6-14(E) &amp; (G)</a> (0 day notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(E)</a> (0 day notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(H)</a> (0 day notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <a href="#">1-6-14(C)(1)(c)</a> (Auto 30 days)		
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day notice)	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day notice)	
Change in boundary	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <a href="#">1-6-08(G)</a> (0 day notice)
BLES withdrawal	<input type="checkbox"/> WBL <a href="#">4927.10</a> (120 day notice)		<input type="checkbox"/> ZTA <a href="#">1-6-25(B)</a> (0 day notice)
<b>Other</b> (explain):			

\*Other exhibits may be required under the applicable rule, see the 4901:106-14(E) Filing Requirements on the PUCO's webpage for a complete list of exhibits.

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-07 OAC

<b>Type of Notice</b>	<b>Direct Mail</b>	<b>Bill Insert</b>	<b>Bill Notation</b>	<b>Electronic Mail</b>
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Date Notice Sent:</b>				

## Section I – Part III – Inmate Operator Service Pursuant to Chapter 4901:1-6-22 OAC

<b>Introduce New</b>	<b>Tariff Change</b>	<b>Price Change</b>	<b>Withdraw</b>
<input type="checkbox"/> TRF (0 day notice)	<input type="checkbox"/> ATA (Auto 30 days)	<input type="checkbox"/> TRF (0 day notice)	<input type="checkbox"/> UNC (Non-Auto)

**Section II – Part I – Carrier Certification – Pursuant to Chapter 4901:1-6-08 & 10 OAC and Competitive Eligible Telecommunications Carrier Designation (CETC) – Pursuant to Chapter 4901:1-6-09 OAC**

ILEC (Out of territory)	CLEC	Telecommunications Service Provider Not Offering Local Service	CESTC	CETC
<input type="checkbox"/> ACE <a href="#">1-6-08</a> (Auto 30-day)*	<input type="checkbox"/> ACE <a href="#">1-6-08</a> (Auto 30-day)*	<input checked="" type="checkbox"/> ACE <a href="#">1-6-08</a> (Auto 30-day)*	<input type="checkbox"/> ACE 1-6-10 (Auto 30-day)	<input type="checkbox"/> UNC 1-6-09 (Non-Auto)*

\*Supplemental forms can be found on the PUCO webpage – [Telecommunications application forms](#).

**Section II – Part II – Change in Operation or Ownership**

Change in Operation or Ownership	ILEC	CLEC	Telecommunications Service Provider Not Offering Local Service
Abandon all services		<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)
Change of official name *	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0-day notice)
Change in ownership *	<input type="checkbox"/> ACO <a href="#">1-6-29(E)(1)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-29(E)(1)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0-day notice)
Merger *	<input type="checkbox"/> AMT <a href="#">1-6-29(E)(1)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-29(E)(1)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0-day notice)
Transfer certificate *	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0-day notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0-day notice)
FCC Authorized Change in Ownership or Merger	<input type="checkbox"/> CIO <a href="#">1-6-29 (E)(2)</a> (0-day notice)	<input type="checkbox"/> CIO <a href="#">1-6-29 (E)(2)</a> (0-day notice)	<input type="checkbox"/> CIO <a href="#">1-6-29 (E)(2)</a> (0-day notice)

\*Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR, and CIO applications see the [4901:1-6-29 Filing Requirements](#) on the PUCO webpage for a complete list of exhibits.

**Section III – Part I - Carrier to Carrier (Pursuant to 4901:1-7) & Attachments to Utility Equipment or Rights of Way (Pursuant to 4901:1-3)**

Carrier to Carrier	ILEC	CLEC
Interconnection agreement or amendment to an approved agreement	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 days)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 days)
Request for arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)
Introduce or change carrier to carrier tariffs	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04 or 05</a> (Auto 30 days)	
Changes in rates, terms & conditions to pole attachments, conduit occupancy and rights of way. (13-579-AU-ORD 11/30/16 Entry)	<input type="checkbox"/> ATA <a href="#">1-3-04</a> (Auto 60 days)	

### Section III – Part II – Facilities-based Wireless Service Providers (Pursuant to 4901:1-6-24)

Registration and Change in Operations*	<input type="checkbox"/> RCC <a href="#">1-6-24(B)</a> (0 day notice)
Interconnection Agreement or amendment to an approved Agreement.	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (0 day notice)

\*Change in Operations filing must be filed in the original RCC case designation code established during the registration process.

### Section IV. – Attestation

Registrant hereby attests to its compliance with the pertinent entries and orders issued by the Commission.

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#### AFFIDAVIT

#### *Compliance with Commission Rules*

I am an officer/agent of the applicant corporation, Imagine Networks, LLC, and am authorized to make this statement on its behalf.

Kristopher E. Twomey  
(Name)

Please check All that apply:

☒ I attest that these tariffs comply with all applicable rules for the State of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the State of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the State of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Ohio Adm. Code 4901:1-6-7.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on December 28, 2020 at Washington, D.C.



, Counsel

\*Signature and Title

December 28, 2020

Date

\*This affidavit is required for every tariff-affecting filing. It may be signed by counsel, an officer of the applicant or an authorized agent of the applicant.



**VERIFICATION**

I, Kristopher E. Twomey, verify I have utilized the Telecommunications Filing Form for the most proceedings provided by the Commission and that all of the information submitted here and all additional information in connection with this case, is true and correct to the best of my knowledge.



\*Signature and Title

December 28, 2020  
Date

*\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

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File document electronically as directed in case number 06-900-AU-WVR  
*or*

*Send your completed Filing Form, including all required attachments as well as the required number of copies to:*

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM**  
**for CARRIER CERTIFICATION**

(Effective: 01/20/2011)

(Pursuant to Case No. 10-1010-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the  
TELECOMMUNICATIONS FILING FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of Imagine Networks, LLC  
to Provide Telecommunications Services Throughout Ohio

Case No. \_\_\_\_\_ - \_\_\_\_\_ - **TP** - \_\_\_\_\_

Name of Registrant(s) Imagine Networks, LLC

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 1100 Wayne Street, Suite 1337, Troy, OH 45373

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

**List of Required Exhibits**

**Tariffs: (Include all that apply)**

☐ Interexchange Tariff

☐ Local Tariff

☐ CESTC Tariff

☒ Carrier-to-Carrier (Access) Tariff

**Description of Services**

☐ Service provisioned via Resale

☒ Description of Proposed Services

☒ Explanation of how the proposed services in the proposed market area are in the public interest.

NOTE: All Facilities-Based carriers must file an Access Tariff

☐ Service provisioned via Facilities

☒ Both Resold and Facilities-based

☒ Statement about the provision of CTS services

☒ Description of the general geographic area served

☒ Description of the class of customers (e.g., residence, business) that the applicant intends to serve

**Business Requirements**

**Evidence of Registration with:**

☒ Ohio Department of Taxation

☒ Ohio Secretary of State<sup>1</sup> &  
Certificate of Good Standing

**Documentation attesting to the applicant's financial viability, including the following:**

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☒ Documentation to support the applicant's cash and funding sources.

**Documentation attesting to the applicant's managerial ability and corporate structure, including the following:**

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number \_\_\_\_\_

☒ Verification that the applicant will follow federal communications commission (FCC) accounting requirements, if applicable.

<sup>1</sup> Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

**Documentation attesting to the applicant's proposed interactions with other Carriers**

☒ Explanation as to whether rates are derived through (check all applicable):

☐ interconnection agreement

☐ retail tariffs

☐ resale tariffs

☒ Explanation as to which service areas company currently has an approved interconnection or resale agreement.

☐ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

**Documentation attesting to the applicant's proposed interactions with Customers**

☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.

☐ Provide a copy of any customer application form required in order to establish residential service, if applicable.

☐ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve

(Use spreadsheet from: [https://puco.ohio.gov/wps/portal/gov/puco/utilities/telecom/resources/competitive-local-](https://puco.ohio.gov/wps/portal/gov/puco/utilities/telecom/resources/competitive-local-exchange-company-clec-exchange-listing-form)

[exchange-company-clec-exchange-listing-form](https://puco.ohio.gov/wps/portal/gov/puco/utilities/telecom/resources/competitive-local-exchange-company-clec-exchange-listing-form)

☒ If Mirroring the entire ILEC local service areas, tariffs may incorporate by reference. If not mirroring the entire ILEC local exchange areas, the CLEC shall specifically define its local service areas in the tariff.

**Affidavit**

I am an authorized representative of the applicant corporation

Kristopher E. Twomey

(Name)

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on

December 28, 2020

at

Washington, D.C.

(Signature and Title)

(Date)

**List of Exhibits to the Application of Imagine Networks, LLC**  
**To Provide Telecommunications Services Throughout the State of Ohio**

<b><u>Exhibit</u></b>	<b><u>Exhibit Title</u></b>
A	Imagine's Business Structure
A-1	Imagine's Articles of Organization
A-2	Ohio Certificate of Registration and Certificate of Good Standing
A-3	Ohio Department of Taxation Registration
B	Description of Imagine's Services and Statement Regarding the Provision of Competitive Telecommunications Services
B-1	Imagine's Retail Services Offering Form
C	Imagine's Description of Geographic Area and Class of Customers to be Served
D	Imagine's Compliance Statement
E	Financial Qualifications
F	Managerial and Technical Qualifications
G	Public Interest Considerations
H	Similar Operations in Other States
I	Proposed Interactions with Customers: Derivation of Rates
I-1	Sample Invoice
I-2	Sample Disconnection Notice
J	Proposed Interactions with Carriers
K	Imagine's Proposed Tariff

## **Exhibit A**

### **Imagine's Business Structure**

Applicant's legal name is Imagine Networks, LLC (Imagine"). Imagine is an Ohio limited liability company formed on November 27, 2006. A copy of its Articles of Organization is attached hereto as Exhibit A-1. A copy of Imagine's Ohio Secretary of State Certificate of registration and Certificate of Good Standing are attached hereto as Exhibit A-2. Imagine's registration with the Ohio Department of Taxation is attached hereto as Exhibit A-3.

**Exhibit A-1**

**Imagine's Articles of Organization**



## **AGREEMENT**

THIS AGREEMENT TO ASSIGN LLC MEMBERSHIP INTEREST (this “Agreement”), is made by and between Paul Deitz (the “Assignor”) and Josh Luthman (the “Assignee”) for the assignment of the Membership Interest in Imagine Networks, LLC, an Ohio limited liability company (the “LLC”).

### **RECITALS**

A. The Assignor desires to sell to the Assignee, and the Assignee desires to purchase from the Assignor, all of the right, title, and interest in and to all of the Membership Interest for the price and on the terms set forth in this Agreement.

B. The Assignee has paid the sum of Five Thousand Dollars (\$5,000.00) (“Earnest Money”) to the Assignor to be applied toward the purchase price of the Membership Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows.

### **1. ASSIGNMENT**

1.1 Closing. On the 5<sup>th</sup> day of January, 2014 (the “Closing Date”), Assignor shall assign to Assignee all of Assignor’s right, title, and interest in and to all of the Membership Interest by execution of an Assignment. The balance of the purchase price shall be paid on the Closing Date by crediting the Earnest Money towards the purchase price and cash, part of which may be evidenced by a Note. All funds and documents necessary for the closing of this transaction shall be deposited and executed on the Closing Date.

1.2 Purchase Price. The purchase price shall be \$140,000.00. Payable at closing as follows: \$75,000.00 cash, Assignee’s promissory note for \$60,000.00 and \$5,000.00 Earnest Money paid. If the Assignee is not able to obtain suitable acquisition financing then the Assignee may terminate this Agreement, and shall be entitled to a refund of the Earnest Money.

1.3 Closing Date Deliveries. On the Closing Date and as a condition to the Assignee’s obligation to close this transaction, the Assignor shall bring and deliver all items and documents necessary to effectuate the Assignment, and shall assign all shares, existing contracts, tools, inventory, vehicles, office equipment, furniture, name, logo, sings, and all other assets of the LLC to the Assignee.

## **2. REPRESENTATIONS**

2.1 Assignor hereby represents and warrants to the Assignee based on actual knowledge without inquiry that on the Closing Date assignor has not sold, transferred, or encumbered the Membership Interest.

2.2 Assignor has the full and sufficient right at law and in equity to transfer and assign the Membership Interest to the Assignee, and no outstanding right to acquire any interest in the LLC is held by any person or entity.

2.3 Each party represents and warrants to the other that it has been duly authorized to execute and deliver this Agreement, and to perform its obligation under this Agreement.

## **3. CHARGES AND PRORATIONS**

3.1 Prorations. All taxes and assessments, both general and special, shall be prorated as of the date of transfer of the Membership Interest. The parties hereto agree to adjust directly any change in taxes resulting from a change in valuation occurring before the transfer of the Membership Interest.

3.2 Attorney Fees. Kerrigan, Boller & Bauer Co., L.P.A. have prepared this Agreement, and will prepare the note, and assignment for closing. The LLC shall be responsible for the payment of Kerrigan, Boller, and Bauer Co., L.P.A.

## **4. ADDITIONAL COVENANTS**

4.1 Assignor additionally agrees and covenants with Assignee as follows. A Form 1099-S shall be filed in connection with the assignment of the Membership Interest treating such assignment as a sale of the shares of the LLC., and all taxes shall be paid up to the closing date.

4.2 After the closing date. Assignor shall provide continued support and shall continue to fulfill his current function for up to six months to allow the Assignee time to reassign this support and these functions.

4.3 Assets and Indemnity. Assignee shall be entitled to all company assets after the closing date, and shall indemnify the Assignor from liability associated with the company after the closing date, and the assignment of the Membership Interest shall be treated as an assignment of all the Assignor interest in the LLC to the Assignee.

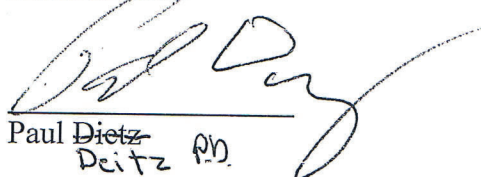
## 5. PURCHASE AGREEMENT.

5.1 The parties acknowledge that they have previously discussed a purchase offer which formed the basis of this Agreement.

5.2 It is the intention of the parties that said purchase offer be superseded in its entirety by this Agreement.

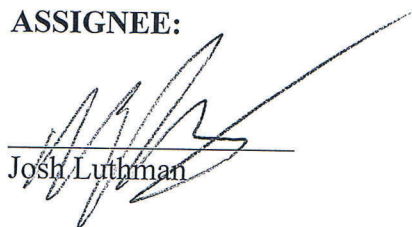
IN WITNESS WHEREOF, each party has executed this Agreement as of the dates set forth by their respective names.

**ASSIGNOR:**

  
Paul Dietz  
Dietz P.D.

Dec. 1 2014  
Date

**ASSIGNEE:**

  
Josh Luthman

Dec 1 2014  
Date



**CLOSING STATEMENT**

**WHEREAS**, Paul Deitz and Josh Luthman entered into an Agreement to Assign LLC Membership Interest on the 1<sup>st</sup> day of December 2014, to assign the 50% Membership Interest of Paul Deitz on the 5<sup>th</sup> day of January 2015 to Josh Luthman.

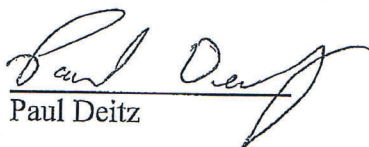
**WHEREAS**, on the closing date Paul Deitz was to deliver to Josh Luthman an Assignment of Membership Interest, and Josh Luthman was to deliver to Paul Deitz \$75,000.00 cash, and a promissory note for \$60,000.00.

**NOW, THEREFORE**, the parties agree that each has delivered and received the following consideration at closing as contemplated by the Agreement to Assign LLC Membership Interest, and will in the future complete any action necessary to effectuate the Agreement to Assign LLC Membership Interest.

1. Paul Dietz has executed the Assignment of Membership Interest as agreed upon in the Agreement to Assign LLC Membership Interest.

2. Josh Luthman has paid \$75,000.00 cash at closing as agreed upon in the Agreement to Assign LLC Membership Interest, and has executed a promissory note for \$60,000.00 as agreed upon in the Agreement to Assign LLC Membership Interest.

**IN WITNESS WHEREOF**, the undersigned have each set their hand as of the date next to each of their signatures.

  
Paul Deitz

1-5-15  
Date

  
Josh Luthman

Jan 13 2015  
Date

## NOTE

US \$ 60,000.00  
(Sixty Thousand Dollars)

Sidney, Ohio

January 5, 2014

FOR VALUE RECEIVED, Josh Luthman ("Maker") promises to pay Paul Deitz ("Seller"), or order, the principal sum of Sixty Thousand and 00/100 dollars (\$60,000.00).

The principal sum shall be due and payable in bi-weekly installments of Two Thousand Three Hundred Seven Dollars and 30/100 (\$2,307.30) until paid in full, the first installment being due and payable January 16, 2015.

This note may be prepaid in whole or in part prior to its due date. Seller may require that any partial prepayments be made on the date monthly installments are due, and be in the amount of that part of one or more monthly installments which would be applicable to principal.

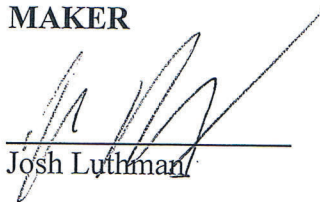
Any partial prepayment shall be applied against the principal outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing. Any prepayment shall be without prepayment premium or penalty.

The whole of the principal sum and accrued interest shall become due at the option of Seller after a default in the payment of any installment, if the default is not cured within 15 days after written notice specifying the default is delivered to Maker. Presentment for payment, notice of dishonor, protest, and notice of protest are waived.

This note has been given pursuant to an Agreement to Assign LLC Membership Interest, dated December 1, 2014, between Maker and Seller and is subject to all of the terms and conditions of that contract.

This note is not negotiable and may not be changed or altered orally.

**MAKER**

  
Josh Luthman

Jan 13 2015

**ACTION BY UNANIMOUS CONSENT OF CONTINUING MEMBERS  
IMAGINE NETWORKS, LLC**

the undersigned, being all the REMAINING PARTNERS entitled to notice of such meeting, do hereby waive notice of such meeting and hereby take and authorize by unanimous written consent each and all of the following actions for adoption of the operating agreement of Imagine Networks, LLC, ( Hereinafter "Company") and transactions of all such other business as hereinafter set forth:

RESOLVED, That this Company hereby accept the resignation of Dustin Springman as a managing director of the Company and that the certain Redemption agreement regarding resolving all issues surrounding the redemption of Dustin Springman's interest in the Company be and hereby is confirmed and approved unanimously; and

RESOLVED, that all actions taken by the Managing Partners previous to the within action in order to provide for, negotiate and complete the Redemption agreement regarding the interest of Dustin Springman are hereby approved, ratified, and confirmed; and

RESOLVED, that there being a requirement of Managing Directors being elected by the Company, it is unanimously agreed that the following Managing Directors are hereby elected until further action by this Company:

Paul Deitz and Joshua Luthman

There being no further business at this time to be taken by the undersigned Members pursuant to this Action by Unanimous Written Consent, the Members have signed this Action by Unanimous Written Consent as of the date indicated below. This Action by Unanimous Written Consent shall be filed with or otherwise entered upon the minutes and other appropriate records of the Company.

Dated this 22 day of May, 2008.

  
Joshua Luthman, Continuing Member

  
Paul Deitz, Continuing Member



## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This agreement made and concluded at Troy, Miami County, Ohio, this \_\_\_\_ day of December, 2008, by and between Imagine Networks, LLC and Dustin Springman, **WITNESSETH**, that, whereas, various business transactions and dealings have taken place between said Imagine Networks, LLC and Dustin Springman, and numerous controversies and differences have arisen between said parties with reference thereto, and whereas, said parties hereto have agreed to compromise and adjust all of said controversies and differences by the payment of the sum of One Thousand Five Hundred Dollars (\$1,500.00) by the said Imagine Networks, LLC to the said Dustin Springman;

**NOW, THEREFORE**, in consideration of said agreement and of the payment of said sum of One Thousand Five Hundred Dollars (\$1,500.00), the receipt of which is hereby acknowledged by said Dustin Springman, each of said parties hereto does hereby release and forever discharge the other, his heirs, executors and administrators, from all debts, claims, demands, damages, actions and causes of action whatsoever past, present and future.

**FURTHER**, the parties agree and acknowledge that the said Dustin Springman ceased to be a member of and was dissociated from Imagine Networks, LLC, by his resignation on May 19, 2008, pursuant to the provisions of Article XII of the Operating Agreement of Imagine Networks, LLC (hereinafter "Operating Agreement") and that the business of Imagine Networks, LLC continued with the unanimous consent of the remaining members within 90 days after such dissociation pursuant to the provisions of Article XIV of the Operating Agreement. The parties agree and acknowledge that the said Dustin Springman is not entitled to any additional amount of money from Imagine Networks, LLC, and that he shall not be charged with any amount of damages sustained by Imagine Networks, LLC, pursuant to Article XII Section 2.2 of the Operating Agreement. The parties agree and acknowledge that effective May 19, 2008, the said Dustin Springman ceased to have any ownership interest in Imagine Networks, LLC.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands the day and year first above written.

In presence of

IMAGINE NETWORKS, LLC

Witness

By:

Paul Deitz, Member

Witness

Joshua Luthman, Member

Witness

Dustin Springman



OPERATING AGREEMENT OF  
An Ohio Limited Liability Company

The Members desire to enter into an Operating Agreement for Imagine Networks, LLC, an Ohio Limited Liability Company effective as of the Effective Date;

This Operating Agreement of Imagine Networks, LLC, Ltd., a limited liability company organized pursuant to the Ohio Limited Liability Company Act is entered into and shall be effective as of the Effective Date, by and among the Company and the persons executing this Agreement as Members.

ARTICLE I

DEFINITIONS

For purposes of the Operating Agreement (as defined below), unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1. Act\_\_The Ohio Limited Liability Company Act and all amendments to the Act.
2. Additional Member\_\_A Member other than an Initial Member or a Substitute Member who has acquired a Membership Interest from the Company.
3. Admission Agreement\_\_The Agreement between an Additional Member and the Company described in Article XIII.
4. Articles\_\_The Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Secretary of State of Ohio.
5. Assignee\_\_A transferee of a Membership Interest who has not been admitted as a Substituted Member.
6. Bankrupt Member\_\_A Member who: (1) has become the subject of an Order for Relief under the United States Bankruptcy Code, and (2) has initiated, either in an original Proceeding or by way of answer in any state an insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.
7. Capital Account\_\_The account maintained for a Member or Assignee determined in accordance with Article VIII.
8. Capital Contribution\_\_Any contribution of Property, or the obligation to contribute Property made by or on behalf of a Member or Assignee.
9. Class A Member\_\_An Initial Member, Substitute Member, or Additional Member possessing one or more Class A Shares of Interest and as reflected as a Class A Member on attached Exhibit A.
10. Class A Shares of Interest\_\_Units of interest of Class A Members which entitle such Class A Members to such rights in the Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions and credits of the Company as are more specifically set forth in this Operating

Agreement.

11. Class B Member\_\_An Initial Member, Substitute Member, or Additional Member possessing one or more Class B Shares of Interest and as reflected as a Class B Member on Exhibit A, attached hereto.

12. Class B Shares of Interest\_\_Units of interest of Class B Members which entitle such Class B Members to such rights in the Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions and credits of the Company as are more specifically set forth in this Operating Agreement.

13. Code\_\_The Internal Revenue Code of 1986 as amended from time to time.

14. Commitment\_\_The Capital Contributions that a Member or Assignee is obligated to make.

15. Company...Imagine Networks, LLC., a limited liability company formed under the laws of Ohio and any successor limited liability company.

16. Company Liability\_\_Any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.

17. Company Minimum Gain\_\_An amount determined by first computing for each Company Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Company Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Company Minimum Gain is determined by comparing the Company Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary, Company Minimum Gain and increases and decreases in Company Minimum Gain are intended to be and shall be computed in accordance with 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time. A Member's share of Company Minimum Gain at the end of any Taxable Year equals: the sum of Nonrecourse Deductions allocated to that Member (and to that Member's predecessors in interest) up to that time and the distributions made to that Member (and to that Member's predecessors in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in Company Minimum Gain minus the sum of that Member's (and that Member's predecessors' in interest) aggregate share of the net decreases in Company Minimum Gain plus their aggregate share of decreases resulting from revaluations of Company Property subject to one or more Company Nonrecourse Liabilities. Notwithstanding any provision to the contrary contained herein, Members' shares of Company Minimum Gain are intended to and shall be computed in accordance with 704 of the Code and the Regulations issued hereunder, as the same may be issued and interpreted from time to time.

18. Company Nonrecourse Liability\_\_A Company Liability to the extent that no Member or Related Person bears the economic risk of loss (as defined in 1.752-2 of the Regulations) with respect to the liability.

19. Company Property\_\_Any Property owned by the Company.

20. Distribution\_\_A transfer of Property to a Member on account of a Membership Interest as described in Article IX.

21. Disposition (Dispose)\_\_Any sale, assignment, transfer, Exchange, gift, mortgage, pledge,

grant, hypothecation, or other transfer, including a distribution of assets in kind among the Members, absolute or as security or encumbrance (including dispositions by operation of law).

22. Dissociation\_\_Any action which causes a Person to cease to be a Member as described in Article XII below.

23. Dissolution Event\_\_An event, the occurrence of which will result in the dissolution of the Company under Article XIV unless the Members agree to the contrary.

24. Effective Date November 1, 2006.

25. Immediate Family\_\_A Member's Immediate Family includes the Member's spouse, children (including natural, adopted and stepchildren), grandchildren, and parents.

26. Initial Capital Contribution\_\_The Capital Contribution agreed to be made by the Initial Members as described in Article VIII.

27. Initial Members\_\_Those persons who have executed the Operating Agreement, identified on Exhibit A, attached and made a part of this agreement.

28. Majority\_\_The percentage of outstanding Shares of Interest of Members, Class A Members, or Class B Members, as the case may be, described as a "Majority" in Article VI below.

29. Management Right\_\_The right of a Member to participate in the management of the Company, including the rights to information and to consent or approve actions of the Company.

30. Managing Member\_\_A Member selected to manage the affairs of the Company under Article VII below.

31. Member\_\_Initial Member, Substituted Member or Additional Member, including both Class A Members and Class B Members, and, unless the context expressly indicates to the contrary, includes Managing Members and Assignees.

32. Member Minimum Gain\_\_An amount determined by first computing for each Member Nonrecourse Liability any gain the Company would realize if it disposed of the Company Property subject to that liability for no consideration other than full satisfaction of the liability, and then aggregating the separately computed gains. The amount of Member Minimum Gain includes such minimum gain arising from a conversion, refinancing, or other change to a debt instrument, only to the extent a Member is allocated a share of that minimum gain. For any Taxable Year, the net increase or decrease in Member Minimum Gain is determined by comparing the Member Minimum Gain on the last day of the immediately preceding Taxable Year with the Minimum Gain on the last day of the current Taxable Year. Notwithstanding any provision to the contrary contained herein, Member Minimum Gain and increases and decreases in Member Minimum Gain are intended to be and shall be computed in accordance with 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time.

33. Member Nonrecourse Liability\_\_Any Company Liability to the extent the liability is nonrecourse under state law, and on which a Member or Related Person bears the economic risk of loss under Regulation 1.752-2 because, for example, the Member or Related Person is the creditor or a guarantor.

34. Membership Interest\_\_The rights of a Member or, in the case of an Assignee, the rights of the



assigning Member in Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

35. Net Losses\_\_The losses and deductions of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

36. Net Profits\_\_The income and gains of the Company determined in accordance with accounting principles consistently applied from year to year employed under the method of accounting adopted by the Company and as reported separately or in the aggregate, as appropriate, on the tax return of the Company filed for federal income tax purposes.

37. Nonrecourse Liabilities\_\_Nonrecourse liabilities include Company Nonrecourse Liabilities and Member Nonrecourse Liabilities.

38. Notice\_\_Notice shall be in writing, except as otherwise provided in this Operating Agreement. Written Notice to the Company shall be considered given when mailed by first class mail, postage prepaid, addressed to any Managing Member in care of the Company at the address of Principal Office. Written Notice to a Member shall be considered given when mailed by first class mail, postage prepaid, addressed to the Member at the address reflected in Exhibit A to this Agreement unless the Member has given the Company a Notice of a different address.

39. Offsettable Decrease\_\_Any allocation that unexpectedly causes or increases a deficit in the Member's Capital Account as of the end of the taxable year to which the allocation relates attributable to depletion allowances under 1.704(b)(2)(iv)(k) of the Regulations, allocations of loss and deductions under 704(e)(2) or 706 of the Code or under 1.751-1 of the Regulations, or distributions that, as of the end of the year are reasonably expected to be made to the extent they exceed the offsetting increases to such Member's Capital Account that reasonably are expected to occur during or (prior to) the taxable years in which the distributions are expected to be made (other than increases pursuant to a Minimum Gain Chargeback).

40. Operating Agreement\_\_This Operating Agreement, including all Admission Agreements and amendments adopted in accordance with the Operating Agreement and the Act.

41. Organization\_\_A Person other than a natural person. Organization includes, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated associations, but the term does not include joint tenancies and tenancies by the entirety.

42. Organization Expenses\_\_Those expenses incurred in the organization of the Company including the costs of preparation of the Operating Agreement and Articles.

43. Person\_\_An individual, trust, estate, or any incorporated or unincorporated organization permitted to be a member of a limited liability company under the laws of the State of Ohio.

44. Proceeding\_\_Any judicial or administrative trial, hearing or other activity, civil, criminal or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other person subject to the jurisdiction of such court, arbitrator, or governmental agency.

45. Property\_\_Any property real or personal, tangible or intangible, including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

46. Real Estate\_\_The real property described in attached Exhibit C.

47. Regulations\_\_Except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.

48. Related Person\_\_A person having a relationship to a Member that is described in 1.752-4(b) of the Regulations.

49. Resignation\_\_The act by which a Managing Member ceases to be a Managing Member.

50. Substitute Member\_\_An Assignee who has been admitted to all of the rights of membership pursuant to the Operating Agreement.

51. Taxable Year\_\_The taxable year of the Company as determined pursuant to 706 of the Code.

52. Taxing Jurisdiction\_\_Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

## ARTICLE II

### FORMATION

1. Organization\_\_The Members recognize that Dustin Springman, Paul Deitz and Joshua Luthman, the original Members of the Company, organized the Company as an Ohio limited liability company effective November 1, 2006, pursuant to the provisions of the Act.

2. Agreement\_\_For and in consideration of the mutual covenants contained in this agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Members executing this Operating Agreement agree to the terms and conditions of the Operating Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Members that the Operating Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of the Operating Agreement expressly incorporates federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Operating Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of the Operating Agreement is prohibited or ineffective under the Act, the Operating Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Operating Agreement that was formerly invalid valid, such provisions shall be considered to be valid from the effective date of such interpretation or amendment.

3. Name\_\_The name of the Company is Imagine Networks, LLC, and all business of the Company shall be conducted under that name or such other name as shall be formally adopted by the Class A Members, but in any case, only to the extent permitted by applicable law.

4. Effective Date\_\_This Operating Agreement shall become effective as of the Effective Date.



5. Term\_\_The Company shall be dissolved and its affairs wound up in accordance with the Act and the Operating Agreement on the 30th anniversary of the Effective Date, unless the term shall be extended by amendment to the Operating Agreement and the Articles of Organization, or unless the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or the Operating Agreement.

6. Registered Agent and Office\_\_The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles as filed in the office of the Secretary of State of Ohio. The Managing Member may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Managing Member shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Managing Member shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

7. Principal Office\_\_The Principal Office of the Company shall be located at 1100 Wayne St., Ste 1337, Troy, Ohio

### ARTICLE III

#### NATURE OF BUSINESS

The business of the Company shall be Computer and Internet sales and service as well development and servicing of voice over internet protocol networks and services and to engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article III.

### ARTICLE V

#### ACCOUNTING AND RECORDS

1. Records to be Maintained\_\_The Company shall maintain the following records at the Principal Office:

1.1 A current list of the full name and last known business or residence address of each Member, in alphabetical order;

1.2 A copy of the articles of organization and certificate of organization, and all amendments thereto and executed copies of any powers of attorney pursuant to which the articles or the amendments have been executed;

1.3 Copies of the Company's federal, foreign, state and local income tax returns and reports, if any, for the three most recent years;

1.4 Copies of the Operating Agreement including all amendments and executed copies of any written powers of attorney pursuant to which the operating agreement and the amendments have been executed;

1.5 Copies of any financial statements of the Company for the three most recent years;

1.6 A writing setting forth the following:

1.6.1 The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;

1.6.2 The times at which or events on the happening of which any additional Commitments agreed to be made by each Member are to be made;

1.6.3 Any right of a Member to receive, or of the Company to make, distributions to a Member which include a return of all or any part of the Member's Capital Contribution; and

1.6.4 Any events upon the happening of which the Company is to be dissolved and its affairs wound up.

2. Reports to Members:

2.1 The Managing Members shall provide reports at least annually to the Members other than Assignees at such time and in such manner as the Managing Members may determine reasonable.

2.2 The Managing Members shall provide all Members with those information returns required by the Code and by Section 1705.22 of the Ohio Revised Code subject to those demands which the Managing Members determine are reasonable and further subject to Section 1705.22(B) of the Ohio Revised Code.

3. Accounts\_\_The Managing Members shall maintain a record of Capital Account for each Member in accordance with Article VIII.

## ARTICLE V

### NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Initial Members are as reflected on attached Exhibit A and made a part of this agreement. Furthermore, Exhibit A shall be amended from time to time to reflect the names and addresses of all Members as well as their respective interests in the Company.

## ARTICLE VI

### RIGHTS AND DUTIES OF MEMBERS

1. Management Rights\_\_All Members (other than Assignees) who have not dissociated shall be entitled to vote on any matter submitted to a vote of the Members. Notwithstanding the above, the following actions require the consent of a Majority of the Class A Members and a Majority of the Class B Members:

- (a) Any amendment to this Agreement.
- (b) The admission of Assignees to Management Rights;
- (c) The continuation of the Company after a Dissolution Event.



In addition, and notwithstanding the above, any authorization and issuance of Class A Shares of Interest in excess of One Hundred Thousand (100,000) Class A Shares of Interest shall require the consent of Class A Members representing two-thirds of the then-outstanding Class A Shares of Interest.

2. Majority\_\_Whenever any matter is required or allowed to be approved by a Majority of the Members, a Majority of the Class A Members, a Majority of the Class B Members or a Majority of the Remaining Members under the Act or the Operating Agreement, such matter shall be considered approved or consented to upon the receipt of the affirmative approval or consent, either in writing or at a meeting of the Members, of Members having a percentage of Shares of Interest in excess of one-half of the Shares of Interest of all the Members within each Class entitled to vote on a particular matter. Assignees and, in the case of approvals to resignation or withdrawal where consent of the remaining Members is required, dissociating Members shall not be considered Members entitled to vote for the purpose of determining a Majority. In the case of a Member who has Disposed of that Member's entire Membership Interest to an Assignee, but has not been removed as provided below, the Interest Percentage of such Assignee shall be considered in determining a Majority and such Member's vote or consent shall be determined by such Interest Percentage.

3. Liability of Members\_\_No Member shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on any Member for liabilities of the Company.

4. Indemnification\_\_The Company shall indemnify, defend and hold each Member harmless for all costs, losses, liabilities, and damages paid or accrued by such Member in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of Ohio.

5. Representations and Warranties\_\_Each Member, and in the case of an Organization, the person(s) executing the Operating Agreement on behalf of the Organization, represents and warrants to the Company and each other Member that:

- (a) If that Member is an Organization, that it is duly organized, validly existing, and in good standing under the laws of its state of organization and that it has full organizational power to execute and agree to the Operating Agreement and to perform its obligations under it;
- (b) That the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest; and
- (c) The Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from such requirements.

6. Conflicts of Interest.

- 6.1 A Member, including a Managing Member, shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that some of the Members may enter into transactions that are similar to the transactions into which the Company may enter. Notwithstanding the above, Members shall account to the Company and

hold as trustee for it any property, profit, or benefit derived by the Member, without the consent of the other Members, in the conduct and winding up of the Company business or from a use or appropriation by the Member of Company property.

- 6.2 A Member, including a Managing Member, does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to the applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction if either: (i) The transaction is fair to the Company; (ii) In the event of a loan from a Member to the Company, the loan is made on commercially reasonable terms; or (iii) The disinterested Managing Member or disinterested Members, in either case knowing the material facts of the transaction and the Member's interest, authorize, approve, or ratify the transaction.

## 7. Meetings of Members.

- 7.1 The Members may by resolution prescribe the time and place for the holding of regular annual meetings and may provide that the adoption of such resolution shall constitute Notice of such annual meetings. If the Members do not prescribe the time and place for the holding of annual meetings, such annual meetings shall be held at the time and place specified by the Managing Member in the Notice of each such regular meeting.
- 7.2 Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Managing Members, a Majority of Class A Members or a Majority of Class B Members.
- 7.3 Written or telephonic Notice stating the place, date and time of any meeting and, in case of a special meeting, the purposes for which such special meeting is called, shall be delivered at least three days before the date of any such meeting, either personally or by mail, by or at the direction of the Managing Members to each Member of record entitled to vote at such meeting. When all the Members of the Company are present at any meeting, or if those who are not present sign in writing a waiver of Notice of such meeting, or subsequently ratify all of the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and Notice had been given.
- 7.4 At any meeting of the Members, both a Majority of the Class A Members and a Majority of the Class B Members, represented in person or by proxy, shall be required in order to constitute a quorum at a meeting of Members. If less than the Majorities are represented at a meeting, a majority of the interests so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which

a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to result in less than a quorum present.

- 7.5 At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Managing Members of the Company before or at the time of the meeting.
- 7.6 A Member of the Company who is present at a meeting of the Members at which action on any matters is taken shall be presumed to have assented to such action taken, unless the Member's dissent shall be entered in the minutes of the meeting or unless the Member shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.
- 7.7 Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, consenting to the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof. Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participating in a meeting pursuant to this section shall constitute presence in person at such meeting.

8. Resolution of Disputes\_\_Any dispute or claim arising out of or relating to the Articles of Organization or its breach, this Operating Agreement or its breach, or the operation, management or buy-out of the interests of the Company, shall be submitted to mediation such recognized mediation service as may be agreed by the parties. The mediation process shall continue until the earliest of: (i) The resolution of the submitted matter; or (ii) 90 days after the initial mediation conference; unless extended by agreement of the parties to the dispute. Any disputed matters which are not resolved by the above mediation process shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in Cincinnati, Ohio, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

- 8.1 In the event such a dispute or claim arises, each Member shall be entitled to appoint one nominee. The nominees will then collectively meet and by majority agreement shall appoint one arbitrator.
- 8.2 The arbitrator, when duly appointed, shall have access to all books and records of the Company and shall have the right to examine all of its accounts, notes, securities, books, inventories, assets and equipment; to hear evidence of the Members and other witnesses; to make any accounting necessary and to do all things fully and completely to enable



him or her to make a fair and full settlement of the matters in arbitration.

- 8.3 When the arbitrator has passed upon matters in dispute between the Members, he or she shall notify each Member in writing of his or her decision. The arbitrator's decision shall be final and binding upon the parties, subject to any rights pursuant to Ohio law.
- 8.4 The arbitrator's decision shall include a final award of arbitrator's fees and administrative costs of the arbitration, and shall impose such fees and costs totally, or divided, as the arbitrator deems appropriate, among the parties.
- 8.5 Notwithstanding the above, each party shall pay their own attorney fees and all costs related to the attendance and testimony of their own witnesses and the preparation and submission of evidence and exhibits, if any.

## ARTICLE VII

### MANAGING MEMBERS

1. Original Managing Members\_\_The ordinary and usual decisions concerning the business affairs of the Company shall be made by the Managing Members. There shall be at least one but no more than three Managing Members who must be Members of the Company. The initial Managing Members shall be:

Dustin Springman  
Paul Deitz  
Joshua Luthman.

2. Term of Office as Managing Member\_\_No Managing Member shall have any contractual right to such position. The Managing Members shall serve until the earliest of:

- 2.1 The Dissociation of such Managing Members.
- 2.2 Removal of the Managing Members.

3. Authority of Members to Bind the Company\_\_The Members agree that only the Managing Members and agents of the Company authorized by the Managing Members shall have the authority to bind the Company. No Member other than a Managing Member shall take any action as a Member to bind the Company, and shall indemnify the Company for any costs or damages incurred by the Company as a result of the unauthorized action of such Member. The Managing Members have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, without limitation:

- 3.1 The institution, prosecution and defense of any Proceeding in the Company's name;
- 3.2 The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;

- 3.3 The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Property, but only in the ordinary course of business and only if less than all or substantially all of the Company's Property;
- 3.4 The entering into of contracts and guaranties; incurring of liabilities; borrowing of money; issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its Property or income;
- 3.5 The lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the lending of money to, and otherwise helping Members, officers, employees, and agents;
- 3.6 The conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State;
- 3.7 The appointment of employees and agents of the Company, the defining of their duties, the establishment of their compensation;
- 3.8 The payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company;
- 3.9 The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;
- 3.10 The payment of a donation, or any other act that furthers the business and affairs of the Company;
- 3.11 The payment of compensation, or additional compensation to any or all Members, and employees on account of services previously rendered to the limited liability company, whether or not an agreement to pay such compensation was made before such services were rendered;
- 3.12 The purchase of insurance on the life of any of its Members or employees for the benefit of the Company;
- 3.13 The participation in partnership agreements, joint ventures, or other associations of any kind with any person or persons;
- 3.14 The indemnification of Members or any other Person;
- 3.15 The execution and delivery of any instrument on behalf of evidence of indebtedness, lease agreement, security agreement, financing statement, contract of sale, or other instrument purporting to convey or encumber, in whole or in part, any or all of the assets of the Company, at any time held in its name, or any receipt or compromise or settlement agreement with respect to the accounts receivable on claims of the Company; and no other signature shall be required for any such instrument to be valid,

binding and enforceable against the Company in accordance with its terms. Any person dealing the Company or its Managing Members or Members may rely upon the certificate signed by the Managing Members as to:

- (a) The identity of the Members or Managing Members;
- (b) Acts by the Members or Managing Members; or
- (c) Any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member.

4. Actions of the Managing Members\_\_Each Managing Member has the power to bind the Company as provided in this Article VII. No person dealing with the Company shall have any obligation to inquire into the power or authority of the Managing Members acting on behalf of the Company.

5. Compensation of Managing Members\_\_The Managing Members shall be reimbursed for all reasonable expenses incurred in managing the Company, but shall receive no compensation for performance of their duties as Managing Members.

6. Managing Members' Standard of Care\_\_The Managing Members' duty of care in the discharge of the Managing Members' duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging their duties, the Managing Members shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements by any of its Members or agents, or by any other person, as to matters the Managing Members reasonably believe are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

7. Removal of Managing Members\_\_Any Managing Member may be removed by the affirmative vote of both a Majority of the Class A Members and a Majority of the Class B Members at a special meeting convened for this purpose.

## ARTICLE VIII

### CONTRIBUTIONS AND CAPITAL ACCOUNTS

1. Initial Contributions\_\_Each Initial Member shall make the Capital Contribution described for that Member on Exhibit A at the time and on the terms specified on Exhibit A and shall perform that Member's Commitment and no other writing shall be required to evidence this obligation other than this Operating Agreement. If no time for contribution is specified, the Capital Contributions shall be made upon the execution of this Operating Agreement. The value of the Capital Contributions shall be as set forth on Exhibit A. No interest shall accrue on any Capital Contribution and no Member shall have the right to withdraw or be repaid any Capital Contribution except as provided in this Company Agreement. Each Additional Member shall make the Initial Capital Contribution described in the Admission Agreement. The value of the Additional Member's Initial Capital Contribution and the time for making such contribution shall be set forth in the Admission Agreement.



2. Maintenance of Capital Accounts\_\_The Company shall establish and maintain Capital Accounts for each Member and Assignee. Each Member's Capital Account shall be increased by: (1) The amount of any Money actually contributed by the Member to the capital of the Company; (2) The fair market value of any Property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or subject to which the Company takes such Property, within the meaning of 752 of the Code); and (3) The Member's share of Net Profits and of any separately allocated items of income or gain (including any gain and income from unrealized income with respect to accounts receivable and any gain or income allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member). Each Member's Capital Account shall be decreased by: (1) the amount of any Money distributed to the Member by the Company; (2) The fair market value of any Property distributed to the Member (net of liabilities of the Company assumed by the Member or subject to which the Member takes such Property within the meaning of 752 of the Code); and (3) The Member's share of Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member). Notwithstanding any provision to the contrary contained herein, the Members' Capital Accounts are intended to be and shall be maintained in accordance with 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time.

3. Distribution of Assets\_\_If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share (as determined under Article IX below) of the Net Profits or Net Losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

4. Sale or Exchange of Interest\_\_In the event of a sale or exchange of some or all of a Member's Shares of Interest in the Company, the Capital Account of the Transferring Member shall become the capital account of the Assignee, to the extent it relates to the portion of the Shares of Interest transferred.

5. Compliance with Section 704(b) of the Code\_\_The provisions of this Article VIII as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gain and credit pursuant to Article IX to have substantial economic effect under the Regulations promulgated under 704(b) of the Code, in light of the distributions made pursuant to Articles IX and XIV and the Capital Contributions made pursuant to this Article VIII. Notwithstanding anything to the contrary, this Operating Agreement shall not be construed as creating a deficit restoration obligation or otherwise personally obligate any Member to make a Capital Contribution in excess of the Initial Contribution.

## ARTICLE IX

### ALLOCATIONS AND DISTRIBUTIONS

1. Allocations of Net Profits and Net Losses\_\_Except as may be required by 704(c) of the Code, or otherwise in this Article IX, net profits, net losses, and other items of income, gain, loss, deduction and credit, including net gain or loss from the disposition of Company Property, shall be apportioned among the Members as follows:

Equally to and among the Members in proportion to their respective shares of  
Interest

2. Company Minimum Gain Chargeback\_\_If there is a net decrease in Company Minimum Gain



for a Taxable Year, each Member must be allocated items of income and gain for that Taxable Year equal to that Member's share of the net decrease in Company Minimum Gain. A Member's share of the net decrease in Company Minimum Gain is the amount of the total net decrease multiplied by the Member's percentage share of the Company Minimum Gain at the end of the immediately preceding Taxable Year. A Member's share of any decrease in Company Minimum Gain resulting from a revaluation of Company Property equals the increase in the Member's Capital Account attributable to the revaluation to the extent the reduction in minimum gain is caused by the revaluation. A Member is not subject to the Company Minimum Gain Chargeback Requirement to the extent the Member's share of the net decrease in Company Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a Recourse Liability or a Member Nonrecourse Liability, and the Member bears the economic risk of loss (within the meaning of 1.752-2 of the Regulations) for the newly guaranteed, refinanced, or otherwise changed liability. Notwithstanding any provision to the contrary, the Company Minimum Gain Chargeback is intended to and shall be interpreted to satisfy the requirements of 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time.

3. Member Minimum Gain Chargeback—If during a Taxable Year there is a net decrease in Member Minimum Gain, any Member with a share of that Member Minimum Gain (as determined under 1.704-2(i)(5) of the Regulations) as of the beginning of that Taxable Year must be allocated items of income and gain for that Taxable Year (and, if necessary, for succeeding Taxable Years) equal to that Member's share of the net decrease in the Company Minimum Gain. A Member's share of the net decrease in Member Minimum Gain is determined in a manner consistent with the provisions of 1.704-2(g)(2) of the Regulations. A Member is not subject to this Member Minimum Gain Chargeback, however, to the extent the net decrease in Member Minimum Gain arises because the liability ceases to be Member Nonrecourse Liability due to a conversion, refinancing, or other change in the debt instrument that causes it to become partially or wholly a Company Nonrecourse Liability. The amount that would otherwise be subject to the Member Minimum Gain Chargeback is added to the Member's share of Company Minimum Gain Chargeback to the extent provided under the Regulations issued pursuant to 704(b) of the Code. Notwithstanding any provision to the contrary contained herein, the Member Minimum Gain Chargeback is intended to and shall be interpreted to satisfy the requirements of 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time.

4. Qualified Income Offset—In the event any member, in such capacity, unexpectedly receives an Offsettable Decrease, such Member will be allocated items of income and gain (consisting of a pro rata portion of each item of partnership income and gain for such year) in an amount and manner sufficient to offset such Offsettable Decrease as quickly as possible. Notwithstanding any provision to the contrary, the Qualified Income Offset is intended to and shall be interpreted to satisfy the requirements of 704 of the Code and the Regulations issued thereunder, as the same may be issued and interpreted from time to time.

5. Interim Distributions—From time to time, the Managing Members shall determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the extent such excess exists, the Managing Members may make distributions to the Members as they might all mutually agree.

6. Distributions in Liquidation—Upon dissolution of the Company, unless an election is made to continue the business of the Company as contemplated in Article XIV, Section 1 below, the Company shall make all distributions in connection with such liquidation in accordance with Article XIV, Section 4 hereof.

disposing Member would have been entitled before Disposition.

2. Conditions Precedent to Disposition\_\_No Membership Interest shall be disposed of:

- 2.1 If such Disposition, alone or when combined with other transactions, would result in a termination of the Company within the meaning of 708 of the Code;
- 2.2 Without an opinion of counsel satisfactory to the Managing Member that such Disposition is subject to an effective registration under, or exempt from the registration requirements of, any applicable state and federal securities laws; and
- 2.3 Unless and until the Company receives from the Assignee the information and agreements that the Managing Member may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any Taxing Jurisdiction.

3. Disposition not in Compliance with this Article is Void\_\_Any attempted Disposition of a Membership Interest, or any part, not in compliance with this Article is null and void ab initio. Members may not resign or withdraw from membership in the Company without the consent of the Majority of the remaining Members.

## ARTICLE XII

### DISSOCIATION OF A MEMBER

1. Dissociation\_\_A Person shall cease to be a Member upon the happening of any of the following events:

- 1.1 The resignation or withdrawal of a Member with the consent of a Majority of the remaining Members;
- 1.2 The bankruptcy of a Member;
- 1.3 In the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's personal estate;
- 1.4 In the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);
- 1.5 In the case of a Member that is a separate Organization other than a corporation, the dissolution and commencement of winding up of the separate Organization;
- 1.6 In the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or



- 1.7 In the case of an estate, the distribution by the fiduciary of the estate's entire interest in the limited liability company.

2. Rights of Dissociating Member\_\_In the event any Member dissociates prior to the expiration of the Term:

- 2.1 If the dissociation causes a dissolution and winding up of the Company under Article XIV, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by the damages sustained by the Company as a result of the Dissolution and winding up;
- 2.2 If the dissociation does not cause a dissolution and winding up of the Company under Article XIV, the Member shall be entitled to an amount equal to the capital account attributable to the Member's Shares of Interest in the Company, to be paid without interest over a period not to exceed five years. The dissociating member shall be charged with, and his or her capital account (and, thus, the payments under this Paragraph 2.2) shall be reduced by, the reasonable amount of any damages sustained by the Company as a direct result of the Member's dissociation, such as the costs of alternative capital or financing, related professional fees, filing fees and direct administrative costs.

### ARTICLE XIII

#### ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

1. Rights of Assignees\_\_The Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the Distributions and return of capital, and to be allocated the Net Profits and Net Losses attributable the Membership Interest.

2. Admission of Substitute Members\_\_An Assignee of a Membership Interest shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Membership Interest only with the unanimous consent of the Members. If so admitted, the Substitute Member has all the rights and powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to Company that may have existed prior to the approval.

3. Admission of Additional Members\_\_The Members may permit the admission of Additional Members and determine the Capital Contributions of such Additional Members with the approval of a Majority of the Members. Notwithstanding the above, no Additional Member may become a Managing Member unless and until selected to such position as provided in this Operating Agreement.

## ARTICLE XIV

### DISSOLUTION AND WINDING UP

1. Dissolution\_\_The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (which, unless both a Majority of the Class A Members and a Majority of the Class B Members agree to continue the business, shall constitute Dissolution Events):

- 1.1 The expiration of the Term, unless the business of the Company is continued with the unanimous consent of the Members;
- 1.2 The unanimous written consent of all of the Members;
- 1.3 The Dissociation of any Member, unless the business of the Company is continued with the unanimous consent of the Members within 90 days after such Dissociation;
- 1.4 The entry of a decree of judicial dissolution under the Act.

2. Lack of Consent of Majorities to Continue the Business\_\_Upon the occurrence of a Dissolution Event, if the remaining Members do not agree to continue the business by the consent of a Majority of Class A Members and a Majority of Class B Members within 90 days after the occurrence of the Dissolution Event, a Majority of the Class A Members who voted to continue the business have the option to purchase the assets of the business from the Company at their fair market value, as determined by the Company's accountant at the time such valuation is made.

3. Effect of Dissolution\_\_Upon dissolution, the Company shall cease carrying on business as distinguished from the winding up of the Company business. The Company is not terminated, but continues until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the Secretary of State of Ohio.

4. Distribution of Assets on Dissolution\_\_Upon the winding up of the Company, the Company Property shall be distributed:

- 4.1 To creditors, including Members who are creditors, to the extent permitted by law, in satisfaction of Company Liabilities;
- 4.2 To Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the liquidation. Such distributions shall be in cash or Property (which need not be distributed proportionately) or partly in both, as determined by the Managing Members.

5. Winding Up and Certificate of Dissolution\_\_The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up the Company, a certificate of dissolution shall be delivered to the Secretary of State of Ohio for filing. The certificate of dissolution shall set forth the information required by the Act.

## ARTICLE XV

### AMENDMENT

1. Operating Agreement May be Modified\_\_The Operating Agreement may be modified as provided in this Article XV (as the same may, from time to time be amended). No Member shall have any vested rights in the Operating Agreement which may not be modified through an amendment to the Operating Agreement.

2. Amendment or Modification of Operating Agreement\_\_The Operating Agreement may be amended or modified from time to time only by a written instrument executed by a Majority of the Members.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

1. Entire Agreement\_\_The Operating Agreement represents the entire agreement among all the Members and between the Members and the Company.

2. No Partnership Intended for Nontax Purposes\_\_The Members have formed the Company under the Act, and expressly do not intend to form a partnership under either the Ohio Uniform Partnership Act nor the Ohio Uniform Limited Partnership Act. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

3. Rights of Creditors and Third Parties under Operating Agreement\_\_The Operating Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. The Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

### INITIAL MEMBERS:

11-21-06

Date

11-21-06

Date

11-21-06

Date

  
Dustin Springman

  
Paul Deitz

  
Joshua Luthman



EXHIBIT A

Member Name and Address	Shares of Interest
Paul Deitz 11750 Fair Road Sidney, Ohio 45365	100 Shares
Joshua Luthman 3265 Dogwood Dr. Troy, Ohio 45373	100 Shares
Dustin Springman 6230 Pheasant Hill Huber Heights, Oh 45424	100 Shares

**AMENDED OPERATING AGREEMENT OF IMAGINE NETWORKS, LLC,**  
an Ohio Limited Liability Company.

The Members desire to enter into an Amended Operating Agreement for Imagine Networks, LLC, an Ohio Limited Liability Company effective as of the Effective Date;

This Operating Agreement of Imagine Networks, LLC, Ltd. A limited liability company organized pursuant to the Ohio Limited Liability Company Act is entered into and shall be effective as of the Effective Date, by and among the Company and the persons executing this Agreement as Members.

ARTICLE I

DEFINITIONS

For purposes of the Operating Agreement (as defined below), unless the context clearly indicates otherwise, the following terms shall have the following meanings:

1. Act\_\_\_ The Ohio Limited Liability Company Act and all amendments to the Act.
2. Additional Member \_\_\_ A Member other than an Initial Member or a Substitute Member who has acquired a Membership Interest from the Company.
3. Admission Agreement \_\_\_ The Agreement between an Additional Member and the Company described in Article XIII.
4. Articles \_\_\_ The Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Secretary of State of Ohio.
5. Assignee \_\_\_ A transferee of a Membership Interest who has not been admitted as a substituted Member.
6. Bankrupt Member \_\_\_ A Member who: (1) has become the subject of an Order for Relief under the United States bankruptcy Code, and (2) has initiated, either in an original Proceeding or by way of answer in any state an insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.
7. Capital Account\_\_\_The account maintained for a Member or Assignee determined in accordance with Article VIII.

3. Rights of Creditors and Third Parties under Operating Agreement\_\_\_\_The Operating Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. The Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under the Operating Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

MEMBERS:

8/24/2020  
Date

  
\_\_\_\_\_  
Joshua Luthman



## EXHIBIT A

Member Name and Address	Shares of Interest
Joshua Luthman 25 Floral Acres Dr. Tipp City, Ohio 45373	300 Shares

**Exhibit A-2**

**Ohio Certificate of Registration and  
Certificate of Good Standing**

UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

*I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show IMAGINE NETWORKS, LLC, an Ohio Limited Liability Company, Registration Number 1662488, was organized within the State of Ohio on November 27, 2006, is currently in FULL FORCE AND EFFECT upon the records of this office.*



*Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 3rd day of January, A.D. 2021.*

A handwritten signature in blue ink, appearing to read "Frank LaRose", written in a cursive style.

**Ohio Secretary of State**

**Validation Number: 202100301386**



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
11/27/2006	200633102194	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

PAUL DEITZ  
11750 FAIR ROAD  
SIDNEY, OH 45365

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, J. Kenneth Blackwell****1662488**

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**IMAGINE NETWORKS, LLC**

and, that said business records show the filing and recording of:

Document(s)  
**ARTICLES OF ORGANIZATION/DOM. LLC**

Document No(s):  
**200633102194**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 27th day of November,  
A.D. 2006.

*J. Kenneth Blackwell*  
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**Ohio Secretary of State  
Central Ohio: (614) 466-3910

Toll Free: 1-877-SOS-FILE (1-877-767-3453)

[www.state.oh.us/sos](http://www.state.oh.us/sos)

e-mail: busserv@sos.state.oh.us

**Expedite this Form:** (Select One)**Mail Form to one of the Following:**
☐ Yes PO Box 1390  
Columbus, OH 43216

\*\*\* Requires an additional fee of \$100 \*\*\*

☒ No PO Box 670  
Columbus, OH 43216

## ORGANIZATION / REGISTRATION OF LIMITED LIABILITY COMPANY

(Domestic or Foreign)

Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

**(CHECK ONLY ONE (1) BOX)**

(1) <input checked="" type="checkbox"/> Articles of Organization for Domestic Limited Liability Company (115-LCA) ORC 1705	(2) <input type="checkbox"/> Application for Registration of Foreign Limited Liability Company (106-LFA) ORC 1705  (Date of Formation) _____ (State) _____
---	---

**Complete the general information in this section for the box checked above.**Name Imagine Networks, LLC☐ Check here if additional provisions are attached

\* If box (1) is checked, name must include one of the following endings: limited liability company, limited, Ltd, L.t.d., LLC, L.L.C.

**Complete the information in this section if box (1) is checked.**
 Effective Date (Optional) \_\_\_\_\_ Date specified can be no more than 90 days after date of filing. If a date is specified, the date must be a date on or after the date of filing.  
(mm/dd/yyyy)

 This limited liability company shall exist for  
 (Optional) \_\_\_\_\_  
(Period of existence)

 Purpose  
 (Optional) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

 The address to which interested persons may direct requests for copies of any operating agreement and any bylaws  
 of this limited liability company is

(Optional)

(Name) \_\_\_\_\_

(Street) \_\_\_\_\_

(City) \_\_\_\_\_

NOTE: P.O. Box Addresses are NOT acceptable.

(State) \_\_\_\_\_

(Zip Code) \_\_\_\_\_

Complete the information in this section if box (1) is checked Cont.

### ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

Imagine Networks, LLC

(name of limited liability company)

hereby appoint the following to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is:

Dustin Springman

(Name of Agent)

2105 Needmore Road Suite B

(Street)

NOTE: P.O. Box Addresses are NOT acceptable.

Dayton

(City)

Ohio

(State)

45414

(Zip Code)

Must be authenticated by an  
authorized representative



Authorized Representative

11.7.06

Date



Authorized Representative



Date

### ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

Imagine Networks, LLC

(name of limited liability company)

hereby acknowledges and accepts the appointment of agent for said limited liability Company.



(Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

**Complete the information in this section if box (2) is checked.**

The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street)

**NOTE: P.O. Box Addresses are NOT acceptable.**

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

The name under which the foreign limited liability company desires to transact business in Ohio is

\_\_\_\_\_

The limited liability company hereby appoints the following as its agent upon whom process against the limited liability company may be served in the state of Ohio. The name and complete address of the agent is

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street)

**NOTE: P.O. Box Addresses are NOT acceptable.**

\_\_\_\_\_  
(City)

Ohio

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

The limited liability company irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the OHIO SECRETARY OF STATE if:

- a. the agent cannot be found, or
- b. the limited liability company fails to designate another agent when required to do so, or
- c. the limited liability company's registration to do business in Ohio expires or is cancelled.

**REQUIRED**

Must be authenticated (signed)  
by an authorized representative  
(See Instructions)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

Dustin Springman

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/26/2015	201508501026	SUBSEQUENT AGENT APPOINTMENT (LSA)	25.00				0

**Receipt**

This is not a bill. Please do not remit payment.

**IMAGINE NETWORKS  
1100 WAYNE ST  
STE 1337  
TROY, OH, 45373**

# STATE OF OHIO CERTIFICATE

**Ohio Secretary of State, Jon Husted  
1662488**

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

Document(s)

**SUBSEQUENT AGENT APPOINTMENT****Effective Date: 03/26/2015**

Document No(s):

**201508501026**

United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 26th day of March, A.D. 2015.

*Jon Husted*  
.....  
**Ohio Secretary of State**





Form 521 Prescribed by:

**JON HUSTED**  
 Ohio Secretary of State

 Central Ohio: (614) 466-3910  
 Toll Free: (877) SOS-FILE (767-3453)  
[www.OhioSecretaryofState.gov](http://www.OhioSecretaryofState.gov)  
[Busserv@OhioSecretaryofState.gov](mailto:Busserv@OhioSecretaryofState.gov)

Date Electronically Filed: 3/26/2015

## Statutory Agent Update

### Filing Fee: \$25

**(CHECK ONLY ONE(1) BOX)****(1) Subsequent Appointment of Agent**

- ☐ Corp (165-AGS)
- ☐ LP (165-AGS)
- ☒ LLC (171-LSA)
- ☐ Business Trust (171-LSA)
- ☐ Real Estate Investment Trust (171-LSA)

**(2) Change of Address of an Agent**

- ☐ Corp (145-AGA)
- ☐ LP (145-AGA)
- ☐ LLC (144-LAD)
- ☐ Business Trust (144-LAD)
- ☐ Real Estate Investment Trust (144-LAD)

**(3) Resignation of Agent**

- ☐ Corp (155-AGR)
- ☐ LP (155-AGR)
- ☐ LLC (153-LAG)
- ☐ Partnership (153-LAG)
- ☐ Business Trust (153-LAG)
- ☐ Real Estate Investment Trust (153-LAG)

Name of Entity Charter, License or Registration No. Name of Current Agent **Complete the information in this section if box (1) is checked**Name and Address  
of New Agent

Name of Agent

Mailing Address

City

State

ZIP Code

**Complete the information in this section if box (1) is checked and business is an Ohio entity**ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT

The Undersigned,  , named herein as the  
Name of Agent

statutory agent for  , hereby acknowledges  
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature:

Individual Agent's Signature/Signature on behalf of Business Serving as Agent

**Complete the information in this section if box (2) is checked**

New Address of Agent

Mailing Address

City

State

ZIP Code

**Complete the information in this section if box (3) is checked**

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

Mailing Address

City

State

Zip Code

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

**Required**

Agent update must be signed by an authorized representative (see instructions for specific information).

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

Authorized Representative

By (if applicable)

Print Name

Authorized Representative

By (if applicable)

Print Name



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/23/2009	200920300732	SUBSEQNT AGENT APPOINT/LIMITED/LIABILITY/PARTNER (LSA)	25.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

IMAGINE NETWORKS, LLC  
1100 WAYNE ST STE 1337  
TROY, OH 45373

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1662488

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**IMAGINE NETWORKS, LLC**

and, that said business records show the filing and recording of:

Document(s)

**SUBSEQNT AGENT APPOINT/LIMITED/LIABILITY/PARTNER**

Document No(s):

**200920300732**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 22nd day of July, A.D.  
2009.

Ohio Secretary of State



06/24/2008 12:52 FAX

001/003



Form 521 Prescribed by the:  
Ohio Secretary of State

Central Ohio: (614) 466-3910  
Toll Free: (877) SOS-FILE (787-3453)

www.sos.state.oh.us  
Busserv@sos.state.oh.us

**Expedite this form: (select one)**  
Mail form to one of the following:

- ☐ Expedite PO Box 1390  
Columbus, OH 43216  
\*\*\* Requires an additional fee of \$100 \*\*\*
- ☒ Non Expedite PO Box 788  
Columbus, OH 43216

**STATUTORY AGENT UPDATE**  
Filing Fee: \$25

**(CHECK ONLY ONE (1) BOX)**

<b>(1) Subsequent Appointment of Agent</b> <input type="checkbox"/> Corp (165-AGS) <input type="checkbox"/> LP (166-AGS) <input checked="" type="checkbox"/> LLC (171-LSA)	<b>(2) Change of Address of an Agent</b> <input type="checkbox"/> Corp (145-AGA) <input type="checkbox"/> LP (145-AGA) <input type="checkbox"/> LLC (144-LAD)	<b>(3) Resignation of Agent</b> <input type="checkbox"/> Corp (155-AGR) <input type="checkbox"/> LP (155-AGR) <input type="checkbox"/> LLC (153-LAG) <input type="checkbox"/> Partnership (155-AGR)
---	--	---

Name of Entity Imagine Networks LLC

Charter, License or Registration No. 1662488

Name of Current Agent Dustin Sprigman

**Complete the information in this section if box (1) is checked**

Name and Address of New Agent Paul Deitz

Name of Agent 1100 Wayne St. Ste. 1337

Mailing Address Troy Ohio 45373

City Troy State Ohio Zip Code 45373

08/24/2009 12:52 FAX

002/003

**Complete the information in this section if box (1) is checked and business is an Ohio entity****ACCEPTANCE OF APPOINTMENT FOR DOMESTIC ENTITY'S AGENT**

The Undersigned, Paul Deitz, named herein as the  
Name of Agent

Statutory agent for, Imagine Networks LLC, hereby acknowledges  
Name of Business Entity

and accepts the appointment of statutory agent for said entity.

Signature: 

Statutory Agent

☐ If the agent is an individual using a P.O. Box, the agent must check this box to confirm that the agent is an Ohio resident.

**Complete the information in this section if box (2) is checked**

New Address of Agent

Mailing Address

City

Ohio  
State

Zip Code

☐ If the agent is an individual using a P.O. Box, check this box to confirm that the agent is an Ohio resident.

**Complete the information in this section if box (3) is checked**

The agent of record for the entity identified on page 1 resigns as statutory agent.

Current or last known address of the entity's principal office where a copy of this Resignation of Agent was sent as of the date of filing or prior to the date filed.

Mailing Address

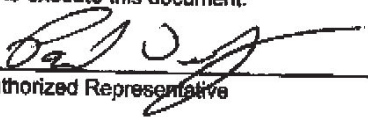
City

Ohio  
State

Zip Code

06/24/2009 12:53 FAX

003/003

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.		
<b>REQUIRED</b> Must be authenticated (signed) by an authorized representative (See Instructions)		6 - 23 - 2009
	Authorized Representative	Date
	Paul Deitz	
	Print Name	
	Authorized Representative	Date
	Print Name	

**Exhibit A-3**

**Registration with Ohio Department of Taxation**





PO Box 182215  
Columbus, OH 43218-2215  
[tax.ohio.gov](http://tax.ohio.gov)



IMAGINE NETWORKS LLC  
1100 WAYNE ST STE 1337  
TROY, OH 45373-3050

December 30, 2020  
Contact ID: 7088100552

RE: Ohio Tax Account #: 57191044  
County: MONTGOMERY  
Effective Date: November 01, 2006

This is to certify that the vendor herein named, having complied with the provisions of Ohio Revised Code (R.C.) section 5739.17, is hereby authorized to sell tangible personal property and selected services at retail, at the location specified below. **This license shall terminate and be null and void: If the business is moved to a new location outside the county where it is presently located, if the business is sold, if an individual or partnership incorporates the business, if a partnership is dissolved, or if a corporation is dissolved or is canceled for cause by the Tax Commissioner.**

IMAGINE NETWORKS LLC  
1100 WAYNE ST STE 1337  
TROY, OH 45373-3050

The Ohio Sales Tax Law provides that no vendor shall fail to collect the full and exact tax as required by Sections 5739.01 to 5739.31, inclusive, of the R.C., or fail to comply with such sections and the rules and regulations of the Tax Commissioner.

Whoever violates this provision may be fined not less than twenty-five nor more than one hundred dollars for a first offense; for each subsequent offense such person shall, if a corporation, be fined not less than one hundred nor more than five hundred dollars, or if an individual or member of a partnership, firm, or association, be fined not less than twenty-five nor more than one hundred dollars, or imprisoned not more than sixty days, or both.

Taxpayer Services Division  
Phone: 1-888-405-4089  
Fax: 1-614-387-1851  
TTY/TDD: 1-800-750-0750

**Exhibit B**

**Description of Imagine's Services and Statement Regarding  
the Provision of Competitive Telecommunications Services**

Imagine seeks authority to provide telecommunications services throughout Ohio on a facilities-based and resale basis. Imagine expects to provide special access and private line, including ethernet and wavelength optical services, lit and dark fiber services, and dedicated internet access to wholesale carrier, enterprise customers, and municipal/school entities. As detailed in this Application, Imagine will provide competitive telecommunications services but does not seek authority to provide Basic local exchange services or competitive emergency telecommunications carrier services. Imagine's Telecommunications Retail Service Offering Form is attached hereto as Exhibit B-1.

**Exhibit B-1**

**Imagine's Retail Services Offering Form**



*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM**

**For Non-BLES Carriers**

**Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD**

(Effective: 01/20/2011)

Company Name Imagine Networks, LLC

Company Address 1100 Wayne Street, Suite 1337, Troy, OH 45373

Company Web Address inxwireless.com

Regulatory Contact Person Josh Luthman Phone 937 552-2340 Fax 866 246-3070

Regulatory Contact Person's Email Address josh@imagine-networksllc.com

Contact Person for Annual Report Josh Luthman Phone 937 552-2340 Fax 866 246-3070

Consumer Contact Information Josh Luthman Phone 937 552-2340 Fax 866 246-3070

TRF Docket No. 90 - 634 -TP-TRF

**I. Company Type (Check all applicable):**

☒ Non-BLES CLEC ☐ IXC ☐ Other (explain) \_\_\_\_\_

**II. Services offered (Check all applicable):**

- ☐ Toll services (intrastate)
- ☐ Local Exchange Service (i.e., residential or business bundles)
- ☒ Other (explain) Wavelength Optical Services

**III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):**

- ☐ Toll Presubscription
- ☐ Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)\*
- ☐ N-1-1 Service
- ☐ Pole Attachment and Conduit Occupancy
- ☐ Pay Telephone Access Lines
- ☐ Inmate Operator Service
- ☐ Telephone Relay Service

\*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier rules found in Chapter 4901:1-7, Ohio Administrative Code.

#### Part IV. – Attestation

Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.

---

I am an officer/agent of the carrier/telephone company, Imagine Networks, LLC, and am authorized to make statements on it behalf.  
(Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

**Kristopher E. Twomey** Digitally signed by Kristopher E. Twomey  
Date: 2020.12.28 13:28:23 -08'00'

---

(Signature and Title)

12/28/20

(Date)

## **Exhibit C**

### **Imagine's Description of Geographic Area and Class of Customers to be Served**

Imagine requests authority to provide facilities-based and resold competitive telecommunications services throughout the State of Ohio within all areas for which the Commission will grant such authority, including the service areas of any incumbent local exchange carrier ("ILEC") that is now or becomes subject to competition in Ohio. This authority will allow Imagine to expand its service offerings as market conditions permit.

Imagine will primarily serve enterprise business customers, municipal/school entities and wholesale carrier customers. Imagine does not intend to offer telecommunications services to residential customers.



**Exhibit D**

**Imagine's Compliance Statement**

The FCC's accounting requirements do not apply to Applicant because Applicant is a competitive telecommunications provider. Applicant follows Generally Accepted Accounting Practices ("GAAP") in its accounting procedures.

## **Exhibit E**

### **Financial Qualifications**

Imagine has the requisite financial qualifications to be certificated as a telecommunications provider in Ohio. Imagine's financial qualifications are evident in its attached financial statements.



10:43 AM

12/21/20

Accrual Basis

**IMAGINE NETWORKS LLC**  
**Profit & Loss**  
January through December 2019

	Jan - Dec 19
<b>Ordinary Income/Expense</b>	
Income	
4001 · Sales - Other Monthly Services	19,800.55
4011 · Sales - Internet Subscription	412,710.76
4020 · Sales - IT Services	-22.20
4300 · Other Income	2,401.21
4950 · Sales Refund	-84.95
4900 · Sales/Fees Discounts	-915.80
<b>Total Income</b>	<b>433,889.57</b>
<b>Cost of Goods Sold</b>	
5000 · Cost of Sales - Equipment	2,284.50
5100 · COS - Support Center-ComNet	715.00
5200 · Cost of Sales - Site Rental	28,116.73
5300 · Cost of Sales - Supplies	79,736.27
5350 · Inventory Adjustment	80.21
<b>Total COGS</b>	<b>110,932.71</b>
<b>Gross Profit</b>	<b>322,956.86</b>
Expense	
5500 · Cost, Purchases INX Fiber	12,762.91
6100 · Payroll Processing	1,354.56
6000 · Wages	
6010 · Wage Tax Expense	8,152.79
6000 · Wages - Other	105,156.01
<b>Total 6000 · Wages</b>	<b>113,308.80</b>
6170 · Bank Fees	703.96
6175 · Credit Card Processing Fees	10,699.47
6250 · Other Taxes Expense	150.00
6300 · Rent or Lease Expense	29,175.74
6350 · Maintenance & Repairs Expense	5,846.21
6355 · Travel	3,213.66
6360 · Auto Expense	7,664.94
6375 · Meals And Entertainment Expens	6,276.15
6450 · Office Supplies Expense	
6450-1 · Supplies INX Fiber	682.12
6450 · Office Supplies Expense - Other	3,167.80
<b>Total 6450 · Office Supplies Expense</b>	<b>3,849.92</b>
6500 · Telephone Expense	1,045.21
6550 · Utilities	438.96
6600 · Advertising Expense	515.17
6800 · Freight In Expense	144.62
6950 · Insurance Expense	8,026.04
7050 · Depr. Exp. (tax basis)	60,829.80
7200 · Legal and Professional Fees	
7200-2 · INX Fibe	7,737.50
7200 · Legal and Professional Fees - Other	4,727.26
<b>Total 7200 · Legal and Professional Fees</b>	<b>12,464.76</b>
7300 · Outsourced Services INX Fiber	89,779.75
7350 · Dues & Subscriptions	449.00
<b>Total Expense</b>	<b>368,699.63</b>
<b>Net Ordinary Income</b>	<b>-45,742.77</b>
<b>Other Income/Expense</b>	
Other Income	
Interest Income	-1.92
<b>Total Other Income</b>	<b>-1.92</b>

10:43 AM

12/21/20

Accrual Basis

# IMAGINE NETWORKS LLC

## Profit & Loss

January through December 2019

	Jan - Dec 19
Other Expense	
Interest Expense	1,746.77
Total Other Expense	1,746.77
Net Other Income	-1,748.69
Net Income	-47,491.46

## **Exhibit F**

### **Managerial and Technical Qualifications**

Imagine LLC provides broadband internet access to residential, commercial, and municipal customers using fixed wireless and fiber optic technologies. Imagine will use this authorization to expand its services to provide data and voice connectivity to its existing customer base and future customers. Josh Luthman manages the company's day to day operations and uses experienced contractors to perform Imagine's services. See resume attached.



# Josh Luthman

25 Floral Acres Drive  
Tipp City, OH 45371

937.573.8489

josh@luthman.us

## SUMMARY

A passion for technology and accomplishment. Practicing IP technology through software and hardware with the latest offering in small business networks and an ISP.

## EXPERIENCE

### President, Imagine Networks

Troy, OH — 2006-

Daily operations and networking

#### Accomplishments

- Started company in 2006
- Grown to over 500 customers
- Network spans over 60 miles
- High speed Internet delivered where no one else will

### Vice President, Ohio G/Z/GTR Club

Columbus, OH — 2016-

Provide input to active administrators based on experience

#### Accomplishments

- Over \$5,000 for PTSD awareness during our One Lap for PTSD event
- Sponsors have regularly donated \$1,100 to Vet Motorsports
- A safe environment for driving and meeting with fellow members

## EDUCATION

### ITT Technical Institute

Associates Degree — 2005-2006

Computer Networking Systems

## SKILLS

- Great communication and grammar
- Dedicated and reliable
- Eager to learn and expand all knowledge bases

## REFERENCES

Available upon request.



## **Exhibit G**

### **Public Interest Considerations**

Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in Ohio. Applicant will deploy and expand competitive telecommunications infrastructure in the State. Applicant will provide customers with high quality, cost effective telecommunications services, with an emphasis on customer service by local staff. Competition, by driving prices closer to costs promotes lower rates, with the ancillary benefits of increased innovation and more responsive customer service. These benefits redound to the benefit of the public. In addition to these various direct benefits of competitive service offerings, competition also provides continuing incentives for all carriers to reduce costs, lower prices, improve customer service, and increase innovation. For the reasons stated above, Applicant respectfully submits that the public interest, convenience, and necessity would be furthered by a grant of this Application for the authority to provide telecommunications service statewide in Ohio.

## **Exhibit H**

### **Similar Operations in Other States**

Imagine does not provide services in any state other than Ohio.

## **Exhibit I**

### **Proposed Interactions with Carriers: Derivation of Rates**



Imagine's rates will be derived from negotiations with its customers on an individual case basis taking into factors such as complexity of delivery and competitive alternatives. Imagine will tailor its billing and disconnection procedures and notice to the particular contractual requirements of the customer. A sample Imagine invoice is, however, attached hereto as Exhibit I-1. Imagine will build its own facilities and obtain inputs, such as dark fiber, from other carriers but will not initially enter into interconnection agreements with or purchase unbundled network elements from incumbent local exchange carriers.

**Exhibit I-1**

**Sample Customer Invoice**

**Imagine Networks**

1100 Wayne St, Suite 1337

Troy, OH 45373

Phone: 937-552-2340

Email: [billing@imagine-networksllc.com](mailto:billing@imagine-networksllc.com)**Your Invoice**

Invoice Date: 5/29/20

Account Number: 617

Invoice Number: 617-20200529-1

Due Date: 6/12/20

Amount Due: \$0.00

**You do not need to pay anything.**

JML Incorporated

1100 Wayne St

Ste 1337

Troy, OH 45373

**Service Charges**

\$0.00

**Other Charges**

\$1.00

**Total Charges**

\$1.00

Save time and money by switching to auto pay.

Terms available online:  
[inxwireless.com/terms](http://inxwireless.com/terms)

**Summary of Charges**

Current Charges \$1.00

Taxes \$0.00

**Amount Due \$0.00**

---

Please detach and return this portion with your payment

Be sure to refer your friends. Each referral that signs up gets you a free month of service! Details at [inxwireless.com](http://inxwireless.com)

Account Number: 617  
Invoice Number: 617-20200529-1  
Due Date: 6/12/20  
Amount Due: \$0.00

Amount Enclosed:

\$ 

Imagine Networks  
1100 Wayne St. Suite 1337  
Troy, OH 45373

## Details

### Payment Received Details

Date	Description	Amount
9/30/19	CreditCard payment made with 7863 in the amount of 1.00	\$1.00
Total		\$1.00

### One Time Charges

Date	Description	Amount
9/30/19	Remainder of internet charge	\$1.00
Total		\$1.00

## **Exhibit J**

### **Proposed Interactions with Carriers**

To the extent necessary, Imagine may partner with or resell the facilities or services of carriers or other providers to deliver services in Ohio. The location, scope and configuration of Imagine's service will depend on market and customer demands. Although beginning in the Columbus market, Imagine will provide its services statewide but will not provide switched local exchange service. As such, Imagine does not anticipate entering into an interconnection agreement with any incumbent local exchange carriers and has not begun any negotiations with ILECs in Ohio. The requirement to provide a notarized affidavit regarding a bona fide request for interconnection is therefore not applicable.



**Exhibit K**

**Imagine's Proposed Tariff**

**IMAGINE NETWORKS, LLC**  
**TARIFF FOR TELECOMMUNICATIONS**  
**SERVICES WITHIN THE STATE OF OHIO**

This tariff has been filed with the Ohio Public Utilities Commission per authority granted in Tariff Case No. 90-6434. Copies are available for inspection at the Company's place of business: 1100 Wayne Street, Suite 1337, Troy, OH 45373.

The Company's tariff is in concurrence with all applicable state and federal laws and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

---

Issued:

Effective:

Issued by: Josh Luthman  
1100 Wayne Road, Suite 1337  
Troy, OH 45373

---

### Tariff Format

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> Revised Page 14 cancels the 3<sup>rd</sup> Revised Page 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
  - 2.1.1.1.A
  - 2.1.1.1.A.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 pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

---

Issued:

Effective:

Issued by: Josh Luthman  
1100 Wayne Road, Suite 1337  
Troy, OH 45373

**List of Modifications**

For Future Use

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Issued:

Effective:

Issued by: Josh Luthman  
1100 Wayne Road, Suite 1337  
Troy, OH 45373

**Check Sheet**

Pages 1 through 30 inclusive of this tariff are effective as of the date shown at the top of the respective page(s).

<b><u>Page</u></b>	<b><u>Revision</u></b>	<b><u>Page</u></b>	<b><u>Revision</u></b>
1	Original	29	Original
2	Original	30	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		
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20	Original		
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22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		

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Issued:

Effective:

Issued by: Josh Luthman  
1100 Wayne Road, Suite 1337  
Troy, OH 45373

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Issued:

Effective:

Issued by: Josh Luthman  
1100 Wayne Road, Suite 1337  
Troy, OH 45373



## 1 General

### 1.1 Explanation of Symbols

- (C) – To signify “Change”
- (D) – To signify “Decrease”
- (I) – To signify “Increase”

### 1.2 Application of the Tariff

1.2.1 This tariff governs the Company’s intrastate telecommunications services that originate and terminate in the State of Ohio. Specific services and rates are described elsewhere in this tariff.

1.2.2 The Company’s services are available to business customers.

1.2.3 The Company’s service territory is the state of Ohio.

1.2.4 The rates and regulations contained in this tariff apply only to the intrastate competitive access services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a local exchange carrier or other common carrier for use in accessing the services of the Company. A communication is “intrastate” only if all points of origination and termination are located within the state of Ohio. This tariff does not cover any unregulated service offered by the Company.

The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

This tariff will be maintained and made available for inspection at the Company’s principal business office at 6352 Thorncrest Drive, Galloway, OH 43119.

---

Issued:

Effective:

Issued by: Josh Luthman  
1100 Wayne Road, Suite 1337  
Troy, OH 45373

---

### 1.3 Definitions

- 1.3.1 “Carrier,” “Company” or “Utility” refers to Imagine Networks, LLC.
- 1.3.2 “Commission” means the Public Utilities Commission of Ohio.
- 1.3.3 “Circuit” means a communications path or paths between two or more points.
- 1.3.4 “Customer” means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service, and for compliance with the Company’s rules and regulations.
- 1.3.5 “F.C.C.” means the Federal Communications Commission.
- 1.3.6 “Individual Case Basis (“ICB”)” means a service arrangement in which the regulation, rates and charges are developed based on the specific circumstances of the Customer.
- 1.3.7 “MRC” means monthly-recurring charge.
- 1.3.8 “Network” means the Company’s facilities, equipment, and telecommunications service(s) provided under this tariff.
- 1.3.9 “NRC” means non-recurring charge.
- 1.3.10 “Service” means any telecommunications service(s) provided by the Company under this tariff.
- 1.3.11 “Service Order” is a written request for services executed by the Customer and the Company in the format required by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to the tariff.

---

Issued:

Effective:

Issued by: Josh Luthman  
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- 1.3.12 “Service Term” is the term for each Service which begins on the date of the acceptance of the Service Order applicable to such Service, or on such other date as may be stated in the Service Order, and remains in effect until the expiration of the initial Service Term specified in the applicable Service Order.

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## 2. Rules and Regulations

### 2.1 Undertaking of the Company

The Company undertakes to furnish Wavelength services to business customers within the state of Ohio. Subject to the approval by the Commission if required, the Company may offer other competitive access services in the future. To the extent that it is required, such future service offerings will be set forth in transmittals detailing changes to this tariff or other tariffs the Company may have on file with the Commission.

If permitted by an applicable Service Order, Customers may connect services and facilities provided by the Company under this tariff to obtain access to services offered by other providers. The Company is responsible under this tariff only for the services provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company and consistent with the authority granted by the Commission.

The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to other causes beyond the Company's control.

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## 2.2 Obligations of the Customer

### 2.2.1 The Customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges specified in Service Orders executed by the Customer and for charges due pursuant to this tariff.
- 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer or Customer's employees, contractors, agents, or end users; or the noncompliance by the Customer or Customer's employees, contractors, agents, or end users, with these regulations, or by fire or theft or other casualty on the Customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the Customer's premises.
- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

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- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or, upon termination of service as stated herein, removing the facilities or equipment of the Company and returning the same to the Company.
  - 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at times requested by the Company. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
  - 2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
    - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
    - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

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- 2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

### 2.3 Liability of the Company

- 2.3.1 Because certain errors incident to the services and to the use of Company facilities are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified.

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### 2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, shall in no event exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange company except where the Company contracts with such other carrier, in which event the Company shall be liable only to the extent that the Company is able to recover from the other carrier. The Company shall not be liable for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the Customer or failure of equipment, facilities or connections provided by the Customer.

### 2.3.3 Claims of Misuse of Service

2.3.3.1 The Customer shall indemnify, defend and hold harmless the Company and its employees, agents and managers from and against the following: (i) claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; (ii) claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and (iii) all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

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#### 2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the Customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

#### 2.3.5 Facilities and Equipment in Hazardous or Environmentally Sensitive or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in a hazardous or environmentally sensitive location or atmosphere. Customer shall indemnify, defend and hold harmless the Company and its employees, agents and managers from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service in a hazardous or environmentally sensitive area and not due to the gross negligence or willful misconduct of the Company.

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### 2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The Customer shall indemnify and save the Company, its employees, agents and managers harmless from and against injury to or death of any person or damage to tangible property which may result from the location and use of such equipment and facilities.

### 2.3.7 Warranties

OTHER THAN WARRANTIES EXPRESSLY SET FORTH IN THIS TARIFF, THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, AND THE COMPANY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

### 2.3.8 Limitation of Liability

2.3.8.1 The Company's liability for any failure or defect or interruption in service is limited to credits against monthly recurring charges as specifically set forth in Service Orders or other agreements executed by Customer and the Company. In the absence of a different agreement executed in writing, such credits shall be equal to the proportionate amount of monthly recurring charges for the fraction of the month during which the applicable service was unavailable and such unavailability was not due to Force majeure as defined at paragraph 2.3.8.3 below, or to failure of Customer's equipment or failure of Customer to allow Company access to its service locations.

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- 2.3.8.2 In no event shall the Company be liable for direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, loss of revenues or profit, loss of goodwill, loss of use of any property, cost of substitute performance, equipment or services, downtime costs or any claim for damages, even if advised of the possibility of such damages.
- 2.3.8.3 The Company shall not be liable to the Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall be events of Force Majeure and include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm, power failure, or other similar occurrences, any law, order, regulation, direction, action or request of the United States government or of any other government (including state and local governments or of any department agency, board, court, bureau, corporation or other instrumentality of any one or more said governments) or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays.

If the Company's failure of performance by reason of Force Majeure specified above shall be for thirty (30) days or less, then the service shall remain in effect, but an appropriate percentage of charges shall be abated and/or credited in the discretion and determination of the Company; if for more than thirty (30) days, then the service may be canceled by either party without liability.

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## 2.4 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

### 2.4.1 Customer Liability for Fraud and Unauthorized Use of the Network

2.4.1.1 Except as provided elsewhere in this tariff, the Customer is responsible for payment of all charges for services provided under this tariff furnished to the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by the Company, users, other third parties, the Customer's employees or the public.

2.4.1.2 The Customer is liable for all costs incurred as a result of unauthorized use of the network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.

2.4.1.3 The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the network.

2.4.1.4 The following activities constitute fraudulent use:

2.4.1.4.A Using or attempting to use the network without payment or with the intent to avoid payment for the service;

2.4.1.4.B Using or attempting to use the network in a manner to violate the law.

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## 2.5 Application for Service

### 2.5.1 Minimum Contract Period

2.5.1.1 Except as otherwise provided, the minimum contract period is one year for all services furnished.

2.5.1.2 The Company may require a minimum contract period longer than one year in connection with special arrangements or construction necessary to meet service demands.

### 2.5.2 Cancellation of Service

2.5.2.1 Customer may not cancel a Service Order unless the Company fails to install the service within ninety (90) days after the installation date set forth on the Service Order; provided that Customer may not cancel the Service Order if such delay is the result of action or inaction of the Customer or Force Majeure.

2.5.2.1 If Customer cancels a Service Order and such termination is not pursuant to paragraph 2.5.2.1, then Customer is responsible for payment of all non-recurring charges and monthly recurring charges that would be due during the term of the Service Order.

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## 2.6 Payment for Service

- 2.6.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the Customer's bill. Service will continue to be provided until canceled by the Customer or discontinued by the Company as set forth in Section 2.15 of this tariff or individually negotiated agreement.
- 2.6.2 The Customer is responsible for payment of all charges for service furnished to the Customer. The Company will invoice Customer for any NRC associated with the Service upon or after execution of the applicable Service Order. The MRC associated with the Service will be billed and shall be payable in advance, except Customer usage-based charges (if any) associated with the Service which will be billed in arrears. A MRC charge for a partial month will be pro-rated. Customer shall be responsible for payment of the MRC for the entire Service Term specified in the applicable Service Order.
- 2.6.3 The Company reserves the right to require from an applicant for service advance payments of recurring charges and non-recurring charge(s). The advance payment will not exceed an amount equal to the non-recurring charge(s) and three months' charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the Customer's initial bills.

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## 2.7 Customer Deposits

- 2.7.1 The Company may require an applicant or a Customer to make a cash deposit to be held by the Company as a guarantee of the payment of charges for service. Deposits are requested when evaluation of credit information supplied by the Customer establishes that the Customer is a credit risk or in the case of unknown credit risk. Risk is evidenced by such occurrences as the Customer's service being interrupted for nonpayment, by tendering to the Company negotiable instruments that become dishonored, by establishing a record of delinquency in the payment for services rendered, either currently or previously, by applying for service with no demonstrable source of income, or by applying for service, having not discharged by agreement or payment any prior indebtedness for service. In the case of new business customers, the decision to require a deposit is based on the applicant's prior payment record for service. Established customers are required to post a deposit as a condition of continuing service, or reestablishing service which has been interrupted for nonpayment, where the Customer's payment or usage record indicate a substantial risk of revenue loss.
- 2.7.2 The amount of deposit generally shall not exceed the amount of charges for service which it is estimated will accrue for a period of three months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not adequate, the Company may require an increase of the deposit.
- 2.7.3 Deposits will be credited to Customer's account if a reliable payment pattern of timely payment has developed. A reliable payment pattern is indicated by the absence of collection problems, such as overdue notices or interruption for nonpayment, for a period of twelve months. When the service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the Customer. If (and only if) required by Commission rules the return of the deposit will include simple interest for the period during which the deposit is held by the Company.

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2.7.4 Upon request of a deposit, the Company representative will provide detailed information concerning the Company's deposit policy, including a complete description of the Customer's rights and the Customer's right to contact the Commission in the event of a disagreement.

2.7.5 The fact that a deposit is held by the Company shall in no way relieve the applicant or Customer from compliance with the Company's requirements as to advance payments and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Company for the service rendered.

## 2.8 Late Payment Charges

2.8.1 The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this tariff. If Customer disputes all or any part of a bill, the Customer must notify the Company in writing within ninety (90) days of Customer's receipt of the bill pursuant to paragraph 2.11.1 below.

2.8.2 If any billed amount is not paid when due (generally within 30 days after invoice date), Customer shall pay the past due amount (including any disputed amount denied by the Company pursuant to paragraph 2.11.2), in addition to a late payment charge equal to the past due amount multiplied by a late factor. The late factor shall be the lesser of a rate of 1.5 percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Company shall be entitled to recover from Customer all collection costs, including attorney fees.

## 2.9 Back Billing

The Company shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, for a period of two years after the service was rendered.

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## 2.10 Overcharge/Undercharge

2.10.1 When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

2.10.2 When a Customer has been undercharged, the amount shall be billed to the Customer.

## 2.11 Customer Complaints and Billing Disputes

2.11.1 Customers must notify the Company of billing or other disputes in writing within sixty (60) days of the receipt of the invoice and shall provide detailed information regarding any such disputed amounts. Any amounts disputed in good faith shall not be due and payable until such dispute is resolved as provided herein. All billed amounts not disputed in good faith and in writing by Customer within such sixty (60) days may not be disputed by Customer. All undisputed amounts are due and payable by the due date. The Company's Customer Service representatives may be contacted at:

6352 Thorncrest Drive  
Galloway, OH 43119  
614 407-7755  
Attn: Accounts Receivable Department

2.11.2 The Company shall respond to billing disputes submitted to it pursuant to paragraph 2.11.1 within sixty (60) days after the Company's receipt of the same. If the Company denies the dispute then the Customer shall pay the disputed amount but may appeal the decision to the Commission.

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- 2.11.3 If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Company will inform the Customer of his or her right to file a complaint with the Commission in accordance with the Commission's rules of procedure. Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the Customer to:

Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215  
800 686-7826

## 2.12 Taxes and Fees

- 2.12.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.
- 2.12.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.12.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

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### 2.13 Dishonored Check Charge

A Dishonored Check Charge applies when any negotiable instrument presented for payment for service or deposit becomes dishonored, and is returned to the Company from the bank.

The Dishonored Check Charge is \$50 per instrument, per return. This charge is in addition to late payment charges.

### 2.14 Special Customer Arrangements

In cases where a Customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or non- recurring charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

### 2.15 Termination or Denial of Service:

2.15.1 The Company may decline to provide Service, or may terminate an existing Service, in the following cases:

2.15.1.1 Late Payment or Nonpayment. If Customer fails to pay any charge when due, or is late in payment for more than three months in any twelve month period.

2.15.1.2 Hazardous Condition. For a condition on the Customer's premises determined by the Company to be hazardous.

2.15.1.3 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.

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- 2.15.1.4 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.15.1.5 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.15.1.6 Illegal use of Service. Customer's use of service or equipment in a manner that violates the law.
- 2.15.1.7 Non-compliance with Regulations. For violation of or non-compliance with the Commission's rules or the Company's tariffs on file with the Commission.
- 2.15.1.8 Failure on Contractual Obligations. For failure of the Customer to fulfill its contractual obligations for service or facilities subject to regulation by the Commission.
- 2.15.1.9 Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment at a Customer location.
- 2.15.1.10 Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.15.1.11 If service is disconnected or suspended by the Company and later re- installed or restored, re-installation or restoration of service will be subject to all applicable installation charges.

## 2.16 Unlawful Use of Service

Service shall not be used for any purpose in violation of law or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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## 2.17 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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### 3.1 Rates Generally: Individual Case Basis (ICB)

Rates and charges, including minimum usage, installation, special construction and recurring charges, for the Company's services are established at negotiated rates on an individual case basis (ICB), which may vary depending upon certain factors, including without limitation, the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and location. The terms of such arrangements shall be set forth in individual customer contracts and Service Orders. Unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into and become a part of, said contract, and shall be binding on the Company and Customer. The Company may or may not have an equivalent service in its tariff on file with the Commission and the quoted ICB rates may be different than the tariffed rates. Customers who are similarly situated may have non-discriminatory access to requesting the Company's services under an ICB rate. In the event of a conflict between this tariff and a contract and/or Service Order executed by the Customer and the Company, the contract and Service Order shall govern.

### 3.2 Calculation of Rates

- 3.2.1 To the extent that mileage is a rate element associated with a particular service, the rates for the mileage element are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by the incumbent local exchange carrier. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 3.2.2 When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis.

### 3.3 Trial Services

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval where required. Such trials are limited to a predetermined period of time specified by the Company. At the Company's option, and if permitted by Commission rules, a letter outlining the trial service may be filed with the Commission in lieu of tariff language.

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## **4. Description of Services**

### **4.1 Wavelength Service**

#### **4.1.1 Service Description**

##### **4.1.1.1 General**

Wavelength Service uses Wave Division Multiplexing (WDM) technology and involves unique optical signals that are multiplexed and transmitted over a single fiber. At the receiver end, the composite signal is de-multiplexed and the individual unique signals are recovered. Wavelength Service can be delivered as protected or unprotected based on the end user requirements. Wavelength Service includes, without limitation, the following service types:

##### **Point-to-Point:**

Wavelength Service is delivered between two endpoints over Company's WDM network using a variety of protocols (Ethernet, Fiber Channel, or hybrid Fiber/Wireless), in bandwidths ranging from 1Gbps to 100Gbps.

##### **Managed Private Optical Network (MPON):**

Managed Private Optical Networks are delivered between two or more endpoints using private fiber and private equipment, in bandwidths ranging from 1Gbps to 100Gbps.

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#### 4.1.1.2 Terms and Conditions

- 4.1.1.2.A Wavelength Service is available for a term period of 1, 2, 3, 4 or 5 years typically. The minimum service period for Wavelength Service is one year.
- 4.1.1.2.B Upon the mutual agreement between the Company and the Customer, at the expiration of the term plan, the service will be converted to month-to-month billing and rated at the then prevailing rates for month-to-month service. The Customer will also have the option of subscribing to any then effective term plan billing in lieu of service being provided as month- to-month billing.
- 4.1.1.2.C The installation of Wavelength Service is based on a negotiated interval.
- 4.1.1.2.D Any additional charges levied to the Company for space and power which are required in order to place equipment on the Company's side of the network interface will be the responsibility of the Customer.
- 4.1.1.2.E The Customer is responsible to specify in its Service Order what service configuration is to be contained in each service connection.
- 4.1.1.2.F Outage Credits for Wavelength Service will be issued in accordance with Section 2.12 preceding.
- 4.1.1.2.G A change in location or capacity will be treated as a discontinuance of the existing service and an installation of a new service. All associated non-recurring charges will apply for the new service. A new minimum period will be established for the new service. The Customer will also be responsible for all outstanding minimum service period obligations associated with the disconnected service.

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## 4.1.1.3 Rates and Charges

## 4.1.1.3.1 Non-Recurring Charges (“NRC”)

Description of Services	1YrTerm	3YrTerm	5YrTerm
Per Point Node EPL Install	\$500	\$0	\$0
Bundled Internet Access EVC 20Mbps	\$500	\$0	\$0

## 4.1.1.3.2 Monthly Recurring Charges (“MRC”)

Description of Services	1YrTerm	3YrTerm	5YrTerm
Per Point Node EPL 100Mbps	ICB	ICB	ICB
Per Point Node EPL 1Gbps	ICB	ICB	ICB
Per Point Node EPL 10Gbps	ICB	ICB	ICB
Per Point Node EPL 40Gbps	ICB	ICB	ICB
Per Point Node EPL 100Gbps	ICB	ICB	ICB
Per POP Node EPL 100Mbps	ICB	ICB	ICB
Per POP Node EPL 1Gbps	ICB	ICB	ICB
Per POP Node EPL 10Gbps	ICB	ICB	ICB
Per POP Node EPL 40Gbps	ICB	ICB	ICB
Per POP Node EPL 100Gbps	ICB	ICB	ICB

## 4.1.1.3.3 Additional Charges

Additional charges will apply to serve locations that include Off-Net, require construction or lack adequate capacity to fulfill the request. Those specific charges will be quoted on a Customer specific basis.

Issued:

Effective:

Issued by: Josh Luthman  
1100 Wayne Road, Suite 1337  
Troy, OH 45373

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**Case No(s). 21-0017-CT-ACE**

Summary: Application Application of Imagine Networks, LLC to Provide Telecommunications Services throughout Ohio and Exhibits electronically filed by Mr. Kristopher E Twomey on behalf of Imagine Networks, LLC