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FILE

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM
(Effective: 10-11-2017)

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

In the Matter of the Application of Agile Network Builders, LLC

) TRF Docket No. 90 -

) Case No. **18-1198-TP-ACE**

to become certified as a Competitive Local Exchange Carrier

) NOTE: Unless you have reserved a Case #, leave the "Case No" fields BLANK.

Name of Registrant(s) Agile Network Builders, LLC

DBA(s) of Registrant(s) Agile Networks

Address of Registrant(s) 213 Market Avenue N, suite 310, Canton, OH, 44702

Company Web Address www.agilenetworks.com

Regulatory Contact Person(s) Kyle Quillen Phone 888.494.0549 Fax _____

Regulatory Contact Person's Email Address OhioPUCO@agilenetworks.com

Contact Person for Annual Report Kyle Quillen Phone 888.494.0549

Address (if different from above) _____

Consumer Contact Information _____

Address (if different from 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:

Section I and II are Pursuant to Ohio Administrative Code 4901:1-6.

Section III - Carrier to Carrier is Pursuant to Ohio Adm.Code 4901:1-7, and Wireless is Pursuant to Ohio Adm.Code 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 the identified section of Ohio Adm.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 under the docketing information system section, 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).

RECEIVED DOCKETING DIV

2018 JUL 26 PM 5:46

PUCO

Page 1 of 4

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician AN Date Processed JUL 26 2018

Section I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	For Profit ILEC	Not For Profit ILEC	CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap	<input type="checkbox"/> ZTA <u>1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <u>1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <u>1-6-14(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <u>1-6-08(G)</u> (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA <u>1-6-25(B)</u> (0 day Notice)
Other* (explain)			

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC

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

Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

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

*Supplemental Certification forms can be found on the PUCO webpage.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (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's webpage for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way. (13-579-AU-ORD 11/30/16 Entry)	<input type="checkbox"/> ATA <u>1-3-04</u> (Auto 60 days)	
Wireless Providers See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)

Section IV. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, Agile Network Builders, , and am authorized to make this statement on its behalf.
Kyle Quillen
(Name)

Please check ALL that apply:

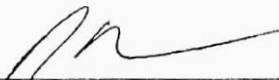
☒ I attest that these tariffs comply with all applicable rules for the State of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will 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
(Date) 7-12-18 at (Location) Canton, OH

*Signature and
Title

 CEO Date 7-12-18

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

VERIFICATION

I, , verify that I have utilized the Telecommunications Filing Form for most proceedings 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 to the best of my knowledge.

*Signature and
Title

 CEO Date 7-12-18

**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.*

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

Send your completed Application 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 Agile Network Builders, LLC
to become certified as a Competitive Local Exchange Carrier

Case No. _____ - _____ -TP - _____

Name of Registrant(s) Agile Network Builders, LLC

DBA(s) of Registrant(s) Agile Networks

Address of Registrant(s) 213 Market Avenue N, suite 310, Canton, OH, 44702

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

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

☐ Service provisioned via Resale

☐ Service provisioned via Facilities

☒ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of
CTS services

☒ Description of the general
geographic area served

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

☒ 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 State¹ &
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.

¹ 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: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)
- ☐ 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 Kyle Quillen
(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 7-12-18 at Canton Ohio

[Signature] CEO 7-12-18
(Signature and Title) (Date)

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 Agile Network Builders, LLC

Company Address 213 Market Avenue N, suite 310, Canton, OH, 44702

Company Web Address www.agilenetworks.com

Regulatory Contact Person Kyle Quillen Phone 888.494.0549 Fax _____

Regulatory Contact Person's Email Address OhioPUCO@agilenetworks.com

Contact Person for Annual Report _____ Phone _____ Fax _____

Consumer Contact Information _____ Phone _____ Fax _____

TRF Docket No. _____ - 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) Data Transport - see Supplemental Application Form for additional detail

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.

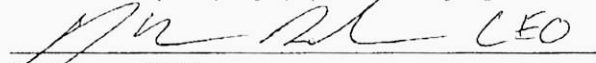
Part IV. – Attestation

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, Kyle Quillen, 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.

 CEO
(Signature and Title)

7-12-18
(Date)

EXHIBIT LIST

EXHIBIT A DESCRIPTION OF SERVICES

- Exhibit A-1 Service Provisioned via Resale & Facilities
- Exhibit A-2 Description of Proposed Services
- Exhibit A-3 Statement about the Provision of CTS Services
- Exhibit A-4 Description of General Geographic Area Served
- Exhibit A-5 Explanation of How Proposed Services are in Public Interest
- Exhibit A-6 Description of Class of Customers to be Served

EXHIBIT B BUSINESS REQUIREMENTS

- Exhibit B-1 Registration with Ohio Department of Taxation
- Exhibit B-2 Certification of Ohio Secretary of State and Certificate of Good Standing

EXHIBIT C FINANCIAL VIABILITY

- Exhibit C-1 Executive Summary of Financial Condition, Liquidity, and Capital Resources
- Exhibit C-2 Financial Statements
- Exhibit C-3 Documentation to Support Cash and Funding Sources

EXHIBIT D MANAGERIAL ABILITY AND CORPORATE STRUCTURE

- Exhibit D-1 Technical and Managerial Expertise
- Exhibit D-2 Officers and Directors
- Exhibit D-3 Corporate Structure and Ownership
- Exhibit D-4 Similar Operations in Other States

EXHIBIT E PROPOSED INTERACTIONS WITH OTHER CARRIERS

- Exhibit E-1 Derivation of Rates
- Exhibit E-2 Interconnection/Resale Agreements
- Exhibit E-3 Interconnection Affidavit, Bona Fide Requests, Timeline

EXHIBIT F PROPOSED INTERACTIONS WITH CUSTOMERS

EXHIBIT A
(Description of Services)

EXHIBIT A-1
Service Provisioned via Resale & Facilities

Agile Network Builders, LLC ("the Applicant") provides non-switched facilities-based interexchange and dedicated access intrastate telecommunications services. The Applicant additionally provides customized communications networks and services to business customers. The Applicant's networks and services are provided primarily to other telecommunications carriers, commercial and government customers to support their high bandwidth network requirements.

The Applicant will provide telecommunications services through a combination of both facilities-based and resale.

EXHIBIT A-2
Description of Proposed Services

The Applicant will provide network services to business customers, other carriers and residential customers. Applicant will not be providing basic local exchange service to any customers.

EXHIBIT A-3
Statement about the Provision of CTS Services

The Applicant will be providing competitive telecommunications services.

EXHIBIT A-4
Description of General Geographic Area Served

The Applicant seeks authority to provide non-BLES telecommunications services to business customers and other carriers within all 88 Ohio Counties.

EXHIBIT A-5
Explanation of How Proposed Services are in Public Interest

The provisioning of the proposed services by the Applicant is in the public interest because doing so enhances competition within the telecommunications industry in Ohio. The Applicant intends to bring significant benefits to business customers and other carriers by providing quality services at affordable rates. Additionally, Applicant's network will be able to serve rural and underserved areas with broadband connectivity.

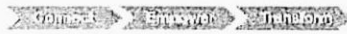
EXHIBIT A-6
Description of Class of Customers to be Served

The Applicant intends to serve business customers, other carriers and residential customers.

EXHIBIT B
(Business Requirements)

EXHIBIT B-1
Registration with Ohio Department of Taxation

AGILE NETWORKS



July 2, 2018

Commissioner Joseph Iesta
Ohio Department of Taxation
30 East Broad Street, 22nd Floor
Columbus, OH 43215

Dear Commissioner,

This is a notice pursuant to the Ohio Administrative Code section 4901:1-6-08(F)(9) that DQE Communications LLC intends to provide service and engage in business in the State of Ohio as a competitive local exchange carrier (CLEC).

Respectfully,

Kyle Quillen
CEO

EXHIBIT B-2
(Certification of Ohio Secretary of State and Certificate of Good Standing)

Doc ID → 20100500879


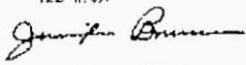


DATE	DOCUMENT ID	DESCRIPTION	FILE NO	EXPIRY	THRU	CERT	COPY
01/01/2010	20100500879	ARTICLES OF ASSOCIATION PROFIT LIMITED CO. (LLC)	001	01/01/10	01/01/10	01	01

Receipt

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

CONNOLLY, HILLYER & JACKSON, INC.
ATTORNEY JASON L. JACKSON
201 N. MAIN STREET
UHRICHSVILLE, OH 44683

STATE OF OHIO CERTIFICATE Ohio Secretary of State, Jennifer Brunner	
190523	
It is hereby certified that the Secretary of State of Ohio has custody of the business records for	
AGILE NETWORK BUILDERS	
and that said business records now are being and recording at:	
Document(s) ARTICLES OF ORGANIZATION, PROFIT LIMITED CO.	Document No(s) 20100500879
<div style="display: flex; justify-content: space-between; align-items: center;"><div style="text-align: center;"> JENNIFER BRUNNER Secretary of State Office of the Secretary of State</div><div style="text-align: center;"><p>Witness my hand and the seal of the Secretary of State of Columbus, Ohio this 29th day of December, A.D. 2009.</p> Ohio Secretary of State</div></div>	

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

I, Jon Husted, 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 AGILE NETWORK BUILDERS, LLC, an Ohio For Profit Limited Liability Company, Registration Number 1905323, was organized within the State of Ohio on December 29, 2009, 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 25th day of July, A.D. 2018.*

Jon Husted

Ohio Secretary of State

Validation Number: 201820601016

EXHIBIT C
(Financial Viability)

EXHIBIT C-1
Executive Summary of Financial Condition,
Liquidity, and Capital Resources

Agile Network Builders, LLC (DBA: Agile Networks) is an Ohio limited liability company established in 2009 with primary offices located at 213 Market Avenue N, suite 310, Canton, OH, 44702. Agile Networks is a going concern, having established itself in 2009, and continued to fulfill significant Public Safety network services to the State of Ohio MARCS system as well as competitive access provider throughout Ohio. Agile Networks is well qualified financially to operate within the State of Ohio and possesses the requisite financial resources to provide telecommunication services. A copy of Agile Network's annual income statement and balance sheet for the year ending December 31, 2017 is attached hereto as Exhibit C-2.

EXHIBIT C-2
Financial Statements

The applicant considers its financial information to be confidential and has, therefore, filed such information under seal pursuant to Ohio Adm. Code 4901-1-24(D).

Agile Network Builders, LLC and Subsidiary
Consolidated Statements of Operations

Net Sales	December 31, 2017
NET SALES	\$ 8,514,480
COST OF SALES	3,906,542
GROSS MARGIN	4,607,938
OPERATING EXPENSES	5,091,193
OPERATING LOSS	(483,255)
OTHER INCOME (EXPENSE):	
Interest, net	(1,025,536)
Other, net	62,682
Bad debt	(74,755)
Gain on sale of property and equipment	724,917
	(312,692)
NET LOSS FROM CONTINUING OPERATIONS	(795,947)
NET LOSS FROM DISCONTINUED OPERATIONS	(325,560)
NET LOSS	(\$ 1,121,507)

EXHIBIT C-3
Documentation to Support Cash and Funding Sources

The Applicant considers its documentation to support cash and funding sources to be confidential and has, therefore, filed such information under seal pursuant to Ohio Adm. Code 4901-1-24(D).

Agile Network Builders, LLC and Subsidiary
Consolidated Balance Sheet

<u>ASSETS</u>	December 31, 2017
CURRENT ASSETS:	
Cash and cash equivalents	\$ 778,505
Accounts receivable, net	354,479
Prepaid expenses	1,338
Total current assets	1,134,322
PROPERTY AND EQUIPMENT:	
Site equipment	11,422,848
Customer premise equipment	519,628
Core infrastructure equipment	3,400
Fiber network	128,730
General equipment	52,493
Office furniture and fixtures	223,666
Software	111,465
Transportation equipment	13,625
	12,475,855
Less accumulated depreciation and amortization	(4,773,012)
	7,702,843
Construction in progress	235,349
	7,938,192
Total assets	\$ 9,072,514
<u>LIABILITIES AND MEMBERS' EQUITY (DEFICIT)</u>	
CURRENT LIABILITIES:	
Current portion of long term debt	\$ 458,089
Current portion of capital lease obligations	1,964,115
Accounts payable	1,696,592
Deferred revenue	492,926
Accrued loan guarantee fee	30,382
Accrued expenses	5,703
Total current liabilities	4,647,807
LONG TERM LIABILITIES:	
Long term debt, net of current portion	1,795,618
Capital lease obligations, net of current portion	3,386,386
Total long term liabilities	5,182,004
MEMBERS' EQUITY (DEFICIT)	(757,297)
Total liabilities and members' equity (deficit)	\$ 9,072,514

EXHIBIT D
(Managerial Ability and Corporate Structure)

EXHIBIT D-1
Technical and Managerial Expertise

Kyle Quillen, Founder & CEO

Over the past decade Mr. Quillen has led various organizations in creating the vision and executing the deployment of Data Networks and other Information Technology assets. Expert in WAN/LAN tools, network topology architecture and cost/benefit analysis, Mr. Quillen has become a sustaining resource to a wide range of client partners. In addition to his experience in building IT environments, he is also a nationally recognized leader in the design, engineering and deployment of Data Infrastructure aimed at Economic Development and reducing costs for Government.

Agile Founder/CEO **2017- Present**

Agile Founder/CTO **2009 – 2017**

- Designed network topology for Telecoms
- Designed, engineered and deployed Voice & Data Networks in 3 states
- Designed and engineered a state-wide Metro-Ethernet system for Ohio known as Agile Networks. Collaborated with Ohio's CIO and Governor's office to improve State and Local government telecom options, public safety infrastructure and rural broadband initiatives.

Lightspeed Wireless / CTO **2002 – 2009**

Berlin, OH

- Delivered rural broadband projects to residential & business communities
- Worked with Local Government on building data infrastructure "fit to scale" for their current IT operations and future goals.
- Designed, engineered and managed the Coshocton County Network deployment. This was Ohio's first public/private partnership aimed at combining Rural Broadband and Government Infrastructure. This project received national attention from government & industry.

References

- Mr. Stu Davis, State of Ohio CIO
- Mr. Gary Fischer, Coshocton County Commissioner
- Gregory Dunn, Partner - Ice Miller
- Bernie Vaysenberg, Radwin Director of Sales – East US
- Aaron Savvy, Winncom VP of Sales & Business Development

Vince Little, VP of Operations

A results-oriented Project Management, Business Development, Contracts and Performance Management professional with global experience and a track record of creative problem solving in the face of ambiguity. A Leader with exceptional cross discipline collaboration and teamwork skills aimed to develop and manage projects or business plans focused on delivering top line growth and profitability. Core Skills:

Project Management	Strategic Thinking	Innovation	Negotiations
P&L/Cash Flow	Business Acumen	Leading People	Subcontract Management

Agile Network Builders (Current)

1+ Years

- Manage 24/7 Network Operations Center (NOC) team based in Canton, OH.
- Lead Engineering & Deployment Teams from customer acquisition through design, deployment/construction and handover to NOC monitoring.
- Lead New Business Development opportunities, including: expansion into new States, public-private partnerships at regional/County level, new technology/spectrum acquisition and partnerships.

Bechtel Power Corporation

5 Years

- Proposal development and Subcontract Management for world-class engineering and construction projects: Combined Cycle Gas Power Plants, Power Transmission, Renewable Power (Offshore Wind and Solar), Wireless Telecommunications (EPC), Fiber Optic Networks (EPC)
- Negotiated, managed and administered contracts in excess of \$500 million.

British Petroleum (BP)

18 Years

- Senior Level Leader responsible for all aspects of new business activities from business concept creation and financing to deal negotiations, subcontracting strategy, LOIs/MOUs and project execution, including: Joint Ventures, Joint R&D programs and a multitude of construction projects.
- Leader who delivered sustainable profitability through strategic long-term business plans and in-year performance management activities, including: global manufacturing plans, budget development, P&L and cash flow management and Sales/Marketing strategies.
- Project & Performance Management: Petrochemicals, Refining, Oil/Gas Exploration and Production and Photovoltaic Solar (Manufacturing and Supply Chain Management).

Kyle Barnes, Director of Outside Plant

Strengths

- Engineering and implementation of Wireless Communication Equipment
- Process Improvement and Development
- Communication equipment installation and Support
- Manage simultaneous projects and deadlines
- Customer Service and Support
- Troubleshooting failed products and procedures

Professional Certifications:

Alvarion Advanced User Certification, Mikrotik Advanced Routing Certification, Milrotik Advanced Wireless Certification, OSHA 30 Hour, ComTrain Tower Construction, Rigging, and Technology Certification, Cambium PMP450m Certification

Experience

Deployment Manager, Agile Networks, January 2016 – Present

- Forecasting and planning the deployment of new circuits
- Project Management
- Management of various Site Constructions
- Scheduling of Field personnel
- Overseeing the Site Walk and Inventory Process
- Process Improvement implementation

Indiana Operations Manager, Mercury Wireless, May 2013 – December 2015

- Engineering and executing 4G wireless deployment in Indiana with over 40 fixed wireless broadband access points
- Configuration and installation of Cisco switches and routers
- Managing multiple site constructions simultaneously based on tower site drawings
- Frequency coordination, engineering, installation, and configuration of licensed microwave links and 4G technologies
- Working with contractors and sub-contractors to ensure sites are built within accepted time frame and within budget
- Understanding and explaining system expectations to customers as well as colleagues
- Determining and resolving performance issues based on customer and technician input
- Director of Field Services, Omnicity, August 2010 – May 2013
- Senior Tower Engineer, Omnicity, June 2005 – August 2010
- Senior Technician, Omnicity, August 2004 – June 2005
- Engineered and executed 4G and 3G wireless deployment in Indiana and Ohio with over 300 fixed wireless broadband access points
- Managed all of the field operations in Indiana and Ohio, including 12 direct reports

- Gathered statistical information regarding cost and efficiency of service technician truck rolls
- Configuration and installation of Cisco and Mikrotik routers and Switches
- Engineered network changes and expansion with IT, call center, and sales departments
- Gathering data from Customer Services to determine and resolve field issues
- Engineered microwave links, radio frequency planning, assemble and deployment of tower equipment, termination of various cables
- Installation and support of customer premise equipment

Phillip Spillman, Director of Engineering

Forward-thinking Engineering Manager with hands-on experience performing quality troubleshooting, system design and development.

Areas of Expertise

- MPLS
- Network and Device Monitoring
- Process Development
- RF Planning
- Device Maintenance and Troubleshooting
- Fiber Solutions
- Network Design
- Unlicensed Wireless
- Licensed Wireless
- TDM over MPLS Solutions

Experience

Agile Networks, Canton, OH

Director of Engineering 2017- Present

Engineering Manager June 2012 – 2017

Providing leadership to a department consisting of Network Engineers and RF Engineers for advanced engineering to support mission critical telecom infrastructure to deliver reliable connectivity in rural and urban markets as well as Public Safety.

MedCentral Health System, Mansfield, OH

Network Technician

October 2011 – June 2012

As a Network Technician, I was responsible for ensuring that the Hospital's network was always available and provided the capacity for scaling to new systems.

Omnicity, Dover, OH

Regional Technical Engineer August 2006 – October 2011

As Regional Technical Engineer, I was in charge of implementation and development of Fixed Wireless Broadband distribution equipment. I implemented and maintained a MRTG graphing system and a custom CRM for the company. I provided support and maintenance of wired/wireless systems including Motorola, Alvarion, Cisco, and other manufacturers' technologies.

Brooke Dye, Controller

Education: University of Mount Union Alliance, OH, Bachelor of Arts May 2015
Major: Accounting
Minor: Business Administration
GPA: 3.29 (earned Dean's Scholarship)

Experience

Microsoft word, Excel, Publisher and PowerPoint, Adobe, QuickBooks and CRM.
Accounting Experience

Agile Networks Canton, OH

Controller 2017- Present

Lead Accountant 2015- 2017

- In charge of accounting functions and delegating them out to the accounting team
- Oversee all AR and AP functions and reconcile monthly to check accuracy
- Track credit card receipts and reconcile credit card statements as well as company bank statements
- Created a company financial dashboard for company board to see financials, revenue and expenses broken out and put into graphs to track
- Calculate commissions and expense reports to go along with payroll
- Enter payroll entries and payroll taxes as well as calculate sales and use tax

Novogradac & Company Dover, OH

Intern January 27- April 15, 2014

- Prepared tax returns for partnerships and limited liability companies
- Prepared audits for partnerships and limited liability companies
- Prepared engagement letters for the clients to approve and sign
- Filed extensions and drafted tax returns for the April 15 deadline
- Worked specifically with new market tax credits

Honors

Wayne County 4-H Award of Excellence is given to a 4-H member who portrays outstanding leadership and community service in their club and community.

Community Service

As being a participant in Junior Achievement in primary school, once I became older I became a Junior Achievement representative, I've taught a lesson on entrepreneurship to the fifth grade classes at Louisville Elementary School and Lexington Elementary School. Participated in the FETCH program put on by the Ohio CPA's teaching basic accounting and money handling skills to North Elementary fifth graders.

Professional Affiliations and Leadership

Participated in Accounting Club at the University of Mount Union

Member of the Tau Pi Phi honor society at the University of Mount Union

Jason Miller, Sales Engineer

SKILLS:

Government Account Management Wireless Communications Data Networking
Risk Management Budgeting Accounting Conflict Resolution
Pricing QuickBooks Adobe Suite Management Web Design Task Management

EXPERIENCE:

Agile Network Builders, LLC., Canton, OH

Director of Government Accounts/Sales Engineer, May 2015 to Present

- Develop new relationships at the Government level
- Participate in weekly strategic meetings with public safety officials
- Aid existing and potential customers in designing custom network solutions
- Serve as support to sales team when technical explanation required

Director of Operations, July 2011 to May 2015

- Managed field team schedule
- Oversaw and scheduled deployment
- Designed network solutions for customers

Omnicity/Lightspeed Wireless, Berlin, OH

Director of Operations, August 2009 to July 2011

- Developed and oversaw day-to-day business practices
- Managed company inventory

Clearvive, Berlin, OH

Owner/Operator, October 2008 to July 2009

- Designed and implemented new web pages for customers utilizing a multitude of platforms
- Performed graphic design work to customer specification
- Managed Budget

Masterseal Windows, Millersburg, OH

Manager of Operations, November 1997 to February 2007

- Scheduled daily work flow
- Managed assembly teams
- Controlled inventory
- Ensured delivery schedules were being met

EXHIBIT D-2 Officers & Directors






Agile Board of Directors	Experience
 <p>Robert C. Brick Founder and Chairman</p>	<ul style="list-style-type: none"> ▪ Bob has more than 30 years of professional experience across a broad spectrum of business functions. ▪ He has been instrumental in the success of start-ups and high growth companies throughout his career.
 <p>Kyle Oullian Founder and Chief Executive Officer</p>	<ul style="list-style-type: none"> ▪ Kyle has over a decade of experience leading organizations in the telecommunications space. ▪ He is a nationally recognized as a leader in the designing, engineering and deployment of data infrastructure aimed at economic development and reducing costs for government and business entities.
 <p>Bill Frank Director</p>	<ul style="list-style-type: none"> ▪ Bill serves as Partner at NCT Ventures, he focuses on evaluating companies that create disruptive business models through the effective use of technology. ▪ Bill also serves on many policy and economic development committees throughout Central Ohio.
 <p>Gregory Hedkin Director</p>	<ul style="list-style-type: none"> ▪ Gregory is the President and CEO of Winncom Technologies, he has maintained a continued reputation for accelerating growth and profitability. ▪ His multiple achievements in telecom include one of the first bi-directional, multi-frequency amplifiers, frequency converters and wide angle sectorized antennas.
 <p>Dan Parker Director</p>	<ul style="list-style-type: none"> ▪ Dan is a 25 year technology business executive and serial entrepreneur with technology growth companies. ▪ He is an executive coach and serves as an advisor to the Company.

EXHIBIT D-3
Corporate Structure and Ownership

The applicant is a limited liability company that provides telecommunications services.

Parent: Agile Network Builders, LLC (Applicant)

Agile Networks Indiana, LLC (Indiana): Wholly owned subsidiary of Parent
Agile Networks Site Development, LLC (Ohio): Wholly owned subsidiary of Parent
Agile Networks Airband Ohio, LLC (Ohio): Wholly owned subsidiary of Parent

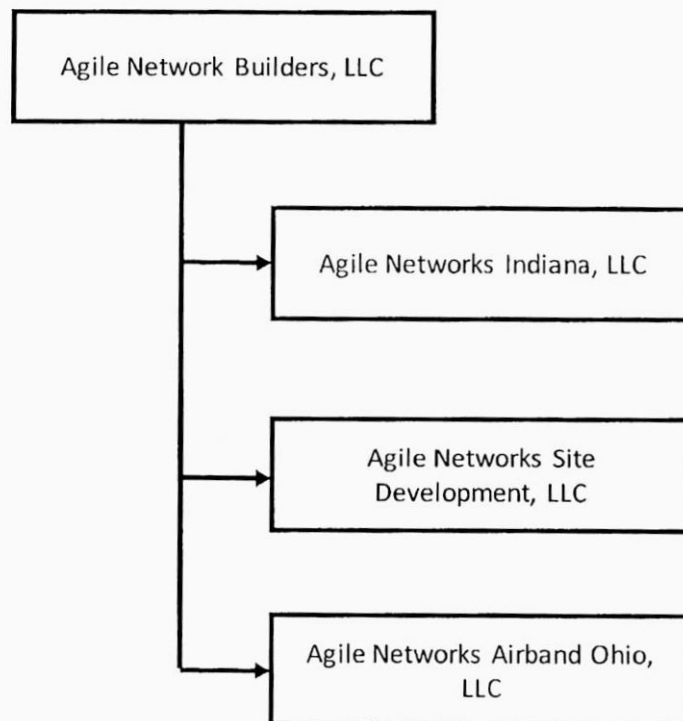


EXHIBIT D-4
Similar Operations in Other States

The Applicant engages in business operations in Indiana and West Virginia.

EXHIBIT E
(Documentation Attesting to Proposed Interactions with Other Carriers)

EXHIBIT E-1
Derivation of Rates

The Applicant's rates will be derived through both interconnection agreements and resale tariffs. See Attachment, Applicants current Ohio Wholesale rate structure.

STANDARD SERVICE LEVEL OBJECTIVES FOR ALL CIRCUITS				
	Premium	Enhanced	Standard	Applicability
Network Availability	99.99%	99.95%	99.95%	Network SLO
Throughput (Bandwidth)	100% of Theoretical Maximum	100% of Theoretical Maximum	100% of Theoretical Maximum	Circuit Level SLO
Latency	<20 ms (one way)	<30 ms (one way)	No Target	Circuit Level SLO
Packet Delivery Rate	99.90%	99.60%	99.20%	Circuit Level SLO
Jitter	<28 ms	<28 ms	<28 ms	Circuit Level SLO
MTTR - Critical Severity Level	1 hour	4 hours	6 hours	Contract Level SLO
MTTR- Major Severity Level	2 hours	6 hours	8 hours	Contract Level SLO
MTTR - Minor Severity Level	3 hours	8 hours	8 hours	Contract Level SLO
Maintenance Notification	5 days	5 days	5 days	Contract Level SLO

Latency can be engineered to be as low as 10 ms (one-way). Latency is measured from CPE to Agile Core

Asymmetrical Connections								
	60 Months		36 Months		24 Months		12 Months	
	Monthly	Install	Monthly	Install	Monthly	Install	Monthly	Install
2 Mbps x 768 Kbps								
Standard	\$84	\$540	\$112	\$540	\$123	\$540	\$140	\$540
Enhanced	\$92	\$540	\$123	\$540	\$135	\$540	\$154	\$540
Premium	\$105	\$540	\$140	\$540	\$154	\$540	\$174	\$540
3 Mbps x 1.5 Mbps								
Standard	\$123	\$540	\$164	\$540	\$180	\$540	\$205	\$540
Enhanced	\$135	\$540	\$180	\$540	\$198	\$540	\$225	\$540
Premium	\$154	\$540	\$205	\$540	\$225	\$540	\$256	\$540
5 Mbps x 2 Mbps								
Standard	\$140	\$540	\$186	\$540	\$205	\$540	\$233	\$540
Enhanced	\$154	\$540	\$205	\$540	\$225	\$540	\$256	\$540
Premium	\$174	\$540	\$233	\$540	\$256	\$540	\$291	\$540
*10 Mbps x 5 Mbps								
Standard	\$223	\$540	\$298	\$540	\$327	\$540	\$372	\$540
Enhanced	\$246	\$540	\$327	\$540	\$360	\$540	\$409	\$540
Premium	\$279	\$540	\$372	\$540	\$409	\$540	\$465	\$540
*May Not Be Available at All Locations								
All connections are capable of supporting VoIP								

Symmetrical Connections								
	60 Months		36 Months		24 Months		12 Months	
	Monthly	Install	Monthly	Install	Monthly	Install	Monthly	Install
ONB 2 (2 x 2)								
Standard	\$112	\$540	\$149	\$540	\$164	\$540	\$186	\$540
Enhanced	\$123	\$540	\$164	\$540	\$180	\$540	\$205	\$540
Premium	\$140	\$540	\$186	\$540	\$205	\$540	\$233	\$540
ONB 5 (5 x 5)								
Standard	\$201	\$540	\$268	\$540	\$295	\$540	\$335	\$540
Enhanced	\$221	\$540	\$295	\$540	\$324	\$540	\$368	\$540
Premium	\$251	\$540	\$335	\$540	\$368	\$540	\$419	\$540
ONB 10 (10 x 10)								
Standard	\$301	\$540	\$402	\$540	\$442	\$540	\$502	\$540
Enhanced	\$332	\$540	\$442	\$540	\$486	\$540	\$552	\$540
Premium	\$377	\$540	\$502	\$540	\$552	\$540	\$628	\$540
ONB 20 (20 x 20)								
Standard	\$419	\$540	\$558	\$540	\$614	\$540	\$698	\$540
Enhanced	\$461	\$540	\$614	\$540	\$675	\$540	\$768	\$540
Premium	\$523	\$540	\$698	\$540	\$768	\$540	\$872	\$540
ONB 25 (25 x 25)								
Standard	\$461	\$540	\$614	\$540	\$675	\$540	\$768	\$540
Enhanced	\$507	\$540	\$675	\$540	\$743	\$540	\$844	\$540
Premium	\$575	\$540	\$768	\$540	\$844	\$540	\$959	\$540
ONB 50 (50 x 50)								
Standard	\$586	\$540	\$781	\$540	\$859	\$540	\$977	\$540
Enhanced	\$645	\$540	\$859	\$540	\$946	\$540	\$1,074	\$540
Premium	\$732	\$540	\$977	\$540	\$1,074	\$540	\$1,221	\$540
ONB 100 (100 x 100)								
Standard	\$893	\$540	\$1,190	\$540	\$1,309	\$540	\$1,488	\$540
Enhanced	\$982	\$540	\$1,309	\$540	\$1,440	\$540	\$1,637	\$540
Premium	\$1,116	\$540	\$1,488	\$540	\$1,637	\$540	\$1,860	\$540
ONB 200 (200 x 200)								
Standard	\$1,228	\$540	\$1,637	\$540	\$1,801	\$540	\$2,046	\$540
Enhanced	\$1,350	\$540	\$1,800	\$540	\$1,980	\$540	\$2,251	\$540
Premium	\$1,535	\$540	\$2,046	\$540	\$2,251	\$540	\$2,558	\$540

EXHIBIT E-2
Interconnection/Resale Agreements

The Applicant has entered into interconnection/resale agreements with other providers. Below is a typical Service Order to be used with Carriers under a Master Services Agreement.

AGILE NETWORKS**SERVICE ORDER**

Date: 6/27/2018

Circuit ID:

Section I: Customer Information					
Name:			Address 1:		
Address 2:			City/State/Zip:		
Billing Contact:		Billing Phone:		Billing Email:	

Section II: Installation Information		
	Location A	Location Z (If Applicable)
Name:		
Address 1:		
Address 2:		
City/State/Zip:		
Location Contact:		
Contact Phone:		
Contact Email:		
Comments:		

Section III: Products and Pricing						
Services:	Quantity:	Monthly:	SLO	Term	Speeds (Down x Up)	Sub-Total:

Total (First Billing):

\$0.00

Section IV: Terms of Agreement	
By signing this Service Order, customer indicates that they have read and agree to their terms of Agile Networks' Master Service Agreement ("MSA") and Service Attachment 1 ("SA1") located at http://www.agilenetworks.com/sites/default/files/AgileEndUserMSA_SA.pdf . The fees set forth do not include applicable taxes and other similar charges which may be part of the fee charged by Agile hereunder and which shall be the responsibility of the Customer. Early Termination Fees may apply as explained in the MSA and SA1 referenced above.	
Agreed and Accepted:	

Full Name (Customer) - Please Print

Signature (Customer)

Date

MARKET SERVICE ORDER #9

This MARKET SERVICE ORDER (MSO #9), including all Exhibits attached hereto, which are incorporated herein by reference (collectively referred to as the "MSO"), is effective as of April 6th, 2018 (the "Effective Date"). This MSO is being executed and delivered by the parties pursuant to that certain Backhaul Services Addendum ("BSA") to the Master Services Agreement dated January 14th, 2015 (the "Agreement") between Agile Network Builders, LLC ("Agile"), and T-Mobile USA, Inc., a Delaware corporation ("T-Mobile").

All terms and conditions set forth in Agreement (including the BSA and other addenda and exhibits) shall have full force and effect unless specifically superseded by this MSO. Capitalized terms used herein shall, unless a specific meaning is stated herein, have the respective meanings ascribed to them in the BSA and Agreement. References to the Agreement include all of its addenda and exhibits, except as otherwise expressly stated.

RECITALS:

WHEREAS, T-Mobile and Agile are parties to the Agreement to which the BSA is an addendum;

WHEREAS, this MSO is a Service Order for T-Mobile ordering Services (as defined in the BSA) and Agile to provide such Services in conformance with the Technical Specifications to Points of Termination at the Sites listed in Exhibit C and T-Mobile's switch(es) serving those Sites; and

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

A. Service Type and Term

1. The recitals are incorporated into this MSO.
2. Subject to the terms and conditions of the Agreement (including the BSA) and this MSO, T-Mobile orders and Agile commits to delivering Services (as defined in the BSA) to the nineteen (19) Sites described in Exhibit C attached hereto and in accordance with the Agreement, the BSA and this MSO along the minimum time frames set forth in Exhibit B but no longer than six (6) months, not to exceed 180 days from execution of this MSO ("Deployment Commitment"). All Services are end-to-end with demarcation points at MSO Sites to T-Mobile's MSC. The parties acknowledge and agree that this MSO applies solely to the MSO Sites and not any other Sites that are subject to the Agreement or the BSA.
3. Service capacities and their associated Monthly Recurring Charges (the "MRC") and Non-Recurring Charges (the "NRC") for the Services are set forth in Exhibit A.

4. The Service Term for all MSO Sites of this MSO will be seven (7) years, commencing on the Service Commencement Date. T-Mobile may increase or decrease (after an initial increase) the capacity for Service at an MSO Site within the ranges set forth on Exhibit A and such changes will not incur any termination liability or modify any term, including, without limitation, the Service Term; except the applicable MRC will change based on the capacity in accordance with Exhibit A.

B. Technical

1. Agile will deliver the Services for all MSO Sites to one (1) MSC location, which may be expanded by agreement of the parties to a maximum of two (2) MSC locations, provided T-Mobile will pay Agile's actual and reasonable costs of construction for the second MSC to the nearest diverse Agile fiber backbones, not to exceed \$100,000 per new MSC site.
2. Agile shall provide all Services to T-Mobile in conformance with the Technical Specifications.
3. Agile shall be responsible for its activities relating, but not limited to, the engineering, design, maintenance, operation and monitoring of its network, in accordance with this MSO and the Agreement. This shall include, but not be limited to, zoning, permits, construction and acquisition of Agile lease space.
4. Point of demarcation of Carrier service(s) will be in the T-Mobile compound and not in any other location such as easement or Right of Way unless specified by T-Mobile.
5. Agile shall provide all tools and test equipment related to the installation, maintenance and operation of its backhaul network, and the Parties will test the Service in accordance with the Acceptance procedures set forth in the Technical Specifications of the BSA.

C. Site Backhaul Deployment Schedule.

1. For a period not to exceed thirty (30) days from the Effective Date of this MSO ("Design Phase"), T-Mobile and Agile agree to work on a deployment schedule for the deployment of Service to the MSO Sites ("Deployment Schedule"), through a joint design process. The Design Phase includes, without limitation, site walks by both parties at each MSO Site, material review, design layouts, and all other information necessary to ensure timely deployment of the MSO Sites pursuant to the Deployment Schedule. The Deployment Schedule shall provide for the set minimum number of MSO Sites that will be deployed that is equal to or better than the Deployment

Commitment. Agile shall deploy Service to the MSO Sites in accordance with the Deployment Schedule, which is subject to the terms and conditions of this MSO and the Agreement (including its addenda). For each MSO Site, Agile will notify T-Mobile in writing of its preferred fully operational capacity date ("FOC Date"). Prior to commencement of any work on an MSO Site, Agile shall request that T-Mobile provide a notice to proceed under this MSO (an "MSO NTP") authorization. Upon issuance of an MSO NTP, the FOC Date will be set to the extent that the MSO NTP does not modify the actual date of the FOC Date by more than thirty (30) days. The parties may mutually agree in writing to the modification of the Deployment Schedule from time to time.

2. If any Service is (1) not ready for Acceptance by T-Mobile by the applicable FOC Date, or (2) not ready for Acceptance by T-Mobile across the minimum number of MSO Sites set forth in the Deployment Commitment, then then after 30 calendar days on day 31 Carrier shall credit to T-Mobile an amount equal to one-tenth (1/10) equivalent of the corresponding Monthly Recurring Charge for each calendar day thereafter that the Service is not available; provided, however, that such credit shall be capped at a maximum credit equal to one (1) month's MRC. If an MSO Site is not performing pursuant to the Technical Specifications after Service Commencement Date, then T-Mobile will have all its rights and remedies as set forth in the Agreement including those relating to Outage Credits.
3. Agile will credit this amount to T-Mobile within sixty (60) days of the date on which they were earned.

D. Agile Site De-Selection

Subject to the terms and conditions of the Agreement and this MSO, Agile will make commercially reasonable effort to provide Service to one-hundred percent (100%) of the MSO Sites set forth on Exhibit C and fully expects to deliver Ethernet services to such Sites. However, in the event Agile determines that it is unable to provide Service at any MSO Site set forth in Exhibit C and makes such deselection within the Design Phase, T-Mobile may cancel all or any portion of this MSO without further liability.

E. Reporting Activities

1. Agile will provide a summary project plan derived from detail on a per MSO Site basis every month for the duration of the project through Acceptance outlining the current and future project status. The following items will be included,

- a. Project Start Date
- b. Key Milestones
- c. Fiber
- d. Equipment Procurement/Staging
- e. Equipment Testing
- f. Equipment Installation
- g. Service Testing
- h. Network Activation
- i. Commitment Level Status

2. As MSO Sites are deployed, Agile will provide T-Mobile with mutually agreed upon reports of operational and technical performance of the Service at those MSO Sites, and in aggregate.

F. Additional Site Orders (other than those listed in Exhibit C). At any time, T-Mobile and Agile may agree to have Agile provide Service under the same terms and conditions of this MSO for additional Sites in the Market.

G. Early Termination. The following provisions shall apply to an early termination of an MSO Site pursuant to the BSA, notwithstanding the provisions of Section 3.1.1 of the BSA: If T-Mobile cancels all Services to an MSO Site after the Service Commencement Date of such Services, T-Mobile shall pay Carrier an early termination charge that equals:

(i) one hundred percent (100%) of the unpaid, undisputed MRCs due in the initial thirty-six (36) months of the Service Term, if any, plus

(ii) fifty percent (50%) of the unpaid, undisputed MRCs in months thirty-seven (37) through forty-eight (48) of the Service Term, if any, plus

(iii) twenty-five percent (25%) of the unpaid, undisputed MRCs in months forty-nine (49) through sixty (60) of the Service Term.

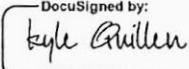
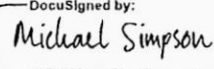
iv. zero percent (0%) of the unpaid, undisputed MRCs in months sixty-one (61) through

eighty-four (84) of the Service Term. The foregoing shall be Agile's sole and exclusive remedy in case of early cancellation of Service at an MSO Site by T-Mobile.

H. Miscellaneous. Unless expressly provided otherwise in this MSO, all terms and conditions of the Agreement (including the BSA) shall apply to the rights and obligations of the parties under this MSO and the Services shall be in all respects governed by the terms and provisions of the Agreement (including the BSA). If there is any conflict or inconsistency in the terms of this MSO and the Agreement (including the BSA), then the terms of the Agreement (including the BSA) shall control.

[signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have caused this MSO to be executed by their duly authorized representatives as of the Effective Date.

Agile Network Builders, LLC	T-Mobile USA, Inc.
Signature:  <small>DocuSigned by: Kyle Quillen CE6922C26937409...</small>	Signature:  <small>DocuSigned by: Michael Simpson 9851729E04FA45B...</small>
Name: Kyle Quillen	Name: Michael Simpson
Title: CEO	Title: SVP, Technology Procurement, Planning & Developme
Date: 4/12/2018	Date: 4/11/2018

DocuSigned by:
T-Mobile Legal Approval By:

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3/26/2018

EXHIBIT A**PRICING**

Site ID	One-time, per site Non-Recurring Charge	Capacity and Monthly Recurring Charge 400 Mbps	Capacity and Monthly Recurring Charge 500 Mbps	Capacity and Monthly Recurring Charge 1000 Mbps
7HCH292A	\$7,895	\$1,450	\$1,600	\$1,900
A4J0271A	\$7,895	\$1,450	\$1,600	\$1,900
A6A0495A	\$7,895	\$1,450	\$1,600	\$1,900
A6A0499A	\$7,895	\$1,450	\$1,600	\$1,900
A6A0514A	\$7,895	\$1,450	\$1,600	\$1,900
A6C0427E	\$7,895	\$1,450	\$1,600	\$1,900
A6C0446A	\$7,895	\$1,450	\$1,600	\$1,900
CL70635A	\$7,895	\$1,450	\$1,600	\$1,900
CL70993E	\$7,895	\$1,450	\$1,600	\$1,900
CL72499C	\$7,895	\$1,450	\$1,600	\$1,900
WVJ0655A	\$7,895	\$1,450	\$1,600	\$1,900
WVJ0688A	\$7,895	\$1,450	\$1,600	\$1,900
WVJ0690A	\$7,895	\$1,450	\$1,600	\$1,900
WVJ0693A	\$7,895	\$1,450	\$1,600	\$1,900
WVJ0695A	\$7,895	\$1,450	\$1,600	\$1,900
WVJ0832A	\$7,895	\$1,450	\$1,600	\$1,900
WVJ0664A	\$7,895	\$1,450	\$1,600	\$1,900
WVJ0730B	\$7,895	\$1,450	\$1,600	\$1,900
WVJ0731A	\$7,895	\$1,450	\$1,600	\$1,900

Exhibit B

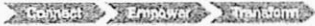
DEPLOYMENT COMMITMENT (180 DAYS) FROM T-MOBILE NTP ISSUED.

EXHIBIT C**MSO Site List**

Site ID	ADDRESS	CITY	ST	ZIP	LATITUDE	LONGITUDE	SWITCH
7HCH292A	334 Easy St	Upper Tract	WV	26866	38.7908	-79.2678	PITBPAWY
A4J0271A	631 Lily Valley Drive	Harman	WV	26270	38.9138	-79.5278	PITBPAWY
A6A0495A	755 Spring Run Rd	Arnoldsburg	WV	25234	38.7763	-81.1259	CLMFOHJU
A6A0499A	7706 Southern Hwy	Rockport	WV	26169	39.0856	-81.5556	CLMFOHJU
A6A0514A	9416 Township Highway 255	New Straitsville	OH	43766	39.5773	-82.2465	CLMFOHJU
A6C0427E	2590 Sullivant Ave	Columbus	OH	43204	39.944731	-83.067783	CLMFOHJU
A6C0446A	3347 Eisenhower Rd	Columbus	OH	43224	40.03305	-82.99383	CLMFOHJU
CL70635A	4065 Dille Ave	Cleveland	OH	44127	41.476825	-81.663117	INDPOHEB
CL70993E	2800 Archwood Ave	Cleveland	OH	44109	41.453036	-81.702908	INDPOHEB
CL72499C	24451 Lake Shore Blvd	Euclid	OH	44123	41.617386	-81.513583	INDPOHEB
WVJ0655A	7468 Goose Run	Lesage	WV	25537	38.52506	-82.29556	CLMFOHJU
WVJ0688A	225 Christian Ln	Leon	WV	25123	38.622964	-81.955142	CLMFOHJU
WVJ0690A	11252 Ripley Rd	Point Pleasant	WV	25550	38.84588	-82.03077	CLMFOHJU
WVJ0693A	642 Dunham Rd	Leon	WV	25123	38.7586	-81.9494	CLMFOHJU
WVJ0695A	13525 Clay Rd	Newton	WV	25266	38.5729	-81.1589	CLMFOHJU
WVJ0832A	199 Perry Hollow Rd	South Point	OH	45680	38.40813828	-82.56071472	CLMFOHJU
WVJ0664A	308 Vineyard Rdg	Looneyville	WV	25259	38.6371	-81.2848	CLMFOHJU
WVJ0730B	6098 Bolt Rd	Naoma	WV	25140	37.78477	-81.52124	CLMFOHJU
WVJ0731A	4258 Harmony Rd	Gandeeville	WV	25243	38.6976	-81.4429	CLMFOHJU

EXHIBIT F
(Proposed Interactions with Customers)

AGILE NETWORKS



Canton, Ohio 44702
213 Market Ave
Suite 310

Bill To

T-Mobile
Accounts Payable
PO Box 4920
Portland, OR 97208-4920

Service Location

ANB1107_ CI16796A to COL MSO Primary
279 Township Road 230
Bellefontaine, OH 43311

Invoice

Invoice Date

6/29/2018

Invoice Number

59965

Account #

PO Number

Terms

Net 30

Circuit ID	Description	Amount
CID-00003409	Layer 2 Point-To-Point Ethernet	1,000.00

Subtotal	\$1,000.00
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Sales Tax (0.0%)	\$0.00
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Balance Due	7/29/2018	\$1,000.00
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Make Checks payable to: Agile Networks

If you have any questions concerning this invoice you may contact our Billing Department via phone at 1-888-494-0549 ext.3000 or via email at accounting@agilenetworks.com

If you have Service or Support questions contact our Customer Support via phone at 1-888-494-0549 opt. 2 or via email at support@agilenetworks.com

Thank You for Your Business!