

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 -

to become certified as a competitive local exchange carrier

) Case No. ~~19-1466-TP~~

) 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) _____

Address of Registrant(s) 213 Market Avenue N, Suite 310, Canton, OH 44702Company Web Address www.agilenetworks.comRegulatory Contact Person(s) Kyle QuillenPhone 888-494-0549

Fax _____

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

Contact Person for Annual Report _____

Phone _____

Address (if different from above) _____

Consumer Contact Information _____

Phone _____

Address (if different from above) _____

Motion for protective order included with filing? ☒ Yes ☐ NoMotion 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).

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 JAN 17 2019

PUCO

2019 JAN 17 PM 5:30

RECEIVED-DOCKETING DIV

Section I – Part I - Common Filings

Carrier Type	For Profit ILEC	Not For Profit ILEC	CLEC
<input type="checkbox"/> Other (explain below)			
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 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</u> or <u>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.

Gregory J. Dunn

(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)

January 9, 2019

at (Location) Columbus, Ohio

*Signature and
Title



Date January 9, 2019

counsel for Agile Networks Builders LLC.

**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



Date January 9, 2019

counsel for Agile Networks Builders LLC.

**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 Agile Network Builders LLC
(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 Jan 9, 2019 at Columbus, Ohio
[Signature] counsel for Agile Network Builders LLC 1/9/2019
(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 888-494-0579 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) _____

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.

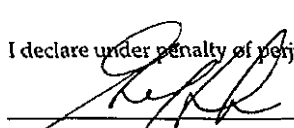
Part IV. – Attestation

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, Agile Network Builders, and am authorized to make statements on it behalf.
(Name) LLC

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.


(Signature and Title)

Counsel for Agile Network Builders LLC.

1/9/2019
(Date)

EXHIBIT LIST

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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 (consisting of wireless internet service) to business customers and other carriers. Applicant will offer a distinct TDM-based voice service combined with Applicant's internet service. This does mean that the service will be a separate TDM-based voice service within the package that operates independent of Applicant's internet service which makes it a non-tariff, regulated service.

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 telecommunications services to business customers and other carriers in Vinton County, OH.

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 and other carriers.

Agile Network Builders, LLC

CARRIER TO CARRIER TARIFF

Issued: _____ Effective: _____

In Accordance with Case No. 19-____-TP-ACE
Issued by the Public Utilities Commission of Ohio
Kyle Quillen, Chief Executive Officer
Canton, Ohio

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Issued: _____ Effective: _____

In Accordance with Case No. 19-____-TP-ACE
Issued by the Public Utilities Commission of Ohio
Kyle Quillen, Chief Executive Officer
Canton, Ohio

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 Kyle Quillen, Chief Executive Officer
 Canton, Ohio

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In Accordance with Case No. 19-____-TP-ACE
Issued by the Public Utilities Commission of Ohio
Kyle Quillen, Chief Executive Officer
Canton, Ohio

SECTION 1 - GENERAL REGULATIONS

1.1 Application of Tariff

This tariff contains regulations, rates and charges applicable to the provision of access services by Agile to Customers in Vinton County.

The provision of service by the Company as set forth in this tariff does not constitute a joint undertaking with the Customer for the furnishing of any service.

Issued: _____ Effective: _____

In Accordance with Case No. 19-____-TP-ACE
Issued by the Public Utilities Commission of Ohio
Kyle Quillen, Chief Executive Officer
Canton, Ohio

SECTION 1 - GENERAL REGULATIONS, (CONTD.)

1.2 Definitions

Carrier or Common Carrier - See Interexchange Carrier.

Central Office - A local Company switching system where exchange service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A communications path between two or more points of termination.

Communications System - Denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company,

Company – Agile Network Builders, LLC.

Customer - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers and End Users.

Customer Designated Premises - The premises specified by the Customer for termination of access services.

End User - Any customer of an intrastate telecommunications service that is not a Carrier or Common Carrier, except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunications service for administrative purposes. A person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an End User if all resale transmissions offered by such reseller originate on the premises of such reseller when making such service available to others, directly or indirectly.

Facilities - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this tariff.

Issued: _____ Effective: _____

In Accordance with Case No. 19-____-TP-ACE
Issued by the Public Utilities Commission of Ohio
Kyle Quillen, Chief Executive Officer
Canton, Ohio

SECTION 1 - GENERAL REGULATIONS, (CONTD.)

1.2 Definitions (Cont'd.)

Interexchange Carrier (IC) – Any individual, partnership, association, cooperative or other entity engaged in intrastate communications for hire by wire or radio between two or more exchanges.

Interstate Communications - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

Intrastate Communications - Any communications that originates and terminates within the same state and is subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access and Transport Area (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Originating Direction - The use of switched access service for the origination of calls from an End User premises to an IC premises.

Point Of Termination - The point of demarcation within a customer-designated premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and customer-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises - A building or buildings on contiguous property, not separated by a public highway or right-of-way.

Serving Wire Center - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

Special Access Circuit - The physical pathway for transmission of information between a dedicated originating point and a dedicated terminating point.

Transmission Path - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

Wire Center - A physical location in which one or more central offices used for the provision of exchange services are located.

Issued: _____

Effective: _____

In Accordance with Case No. 19-____-TP-ACE
Issued by the Public Utilities Commission of Ohio
Kyle Quillen, Chief Executive Officer
Canton, Ohio

SECTION 1 - GENERAL REGULATIONS, (CONTD.)

1.3 Undertaking of the Company

The Company shall be responsible only for the installation, operation and maintenance of service which it provides and does not undertake to transmit messages under this tariff.

Services provided under this tariff are provided 24 hours a day, seven days per week, unless otherwise specified in applicable sections of this tariff.

Issued: _____ Effective: _____

In Accordance with Case No. 19-____-TP-ACE
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Kyle Quillen, Chief Executive Officer
Canton, Ohio

SECTION 2 - RULES AND REGULATIONS

2.1 Use of Facilities and Service

2.1.1 Use of Service

- A. Service may be used for any lawful purpose by the Customer or by any End User.
- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- C. Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
 - 1. Service may be used for any lawful purpose by the Customer or by any End User.
 - 2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company,

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Use of Facilities and Service, (Cont'd.)

2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for or for failure to establish connections.
- D. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- E. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

Issued: _____

Effective: _____

In Accordance with Case No. 19-____-TP-ACE
Issued by the Public Utilities Commission of Ohio
Kyle Quillen, Chief Executive Officer
Canton, Ohio

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Use of Facilities and Service, (Cont'd.)

2.1.3 Customer-Authorized Use

Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account number(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and network shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

2.2 Minimum Period of Service

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Flexible Pricing

2.3.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for access service. The Company may change a specific rate within the range of the established minimum and maximum rates.

2.3.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised rate attachment with the Commission.
- B. Customer notification of a rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.

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In Accordance with Case No. 19-____-TP-ACE
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Payment for Service Rendered

2.4.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably incurred, including a collection fee on the overdue charges accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the rules adopted by the Public Utilities Commission of Ohio.

2.4.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, end users or customers. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported promptly to the Company.

2.4.3 A charge of \$25.00 will be assessed for any check or other form of payment returned by the drawee bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or financial institution. This charge will be assessed in addition to any charges assessed by the drawee bank or any other financial institution. The foregoing shall not limit the Company's right to discontinue service for returned checks or drafts under Section 2.9.1 below.

2.4.4 Application of Late Payment Charge

- A. Late payment charges do not apply to final accounts.
- B. Late payment charges do not apply to government agencies of the State of Ohio.

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Effective: _____

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Deposits

- 2.5.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two month's estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.
- 2.5.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
- 2.5.3 If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.
- 2.5.4 When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2.6 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months estimated billing.

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In Accordance with Case No. 19-____-TP-ACE
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Disputed Bills

Objections to billed charges must be reported to the Company within eighteen (18) months of receipt of billing. Claims must include all supporting documentation and may be submitted online at info@agilenetworks.com or by telephone at 888-494-0549. The Company shall make adjustments to the Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

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In Accordance with Case No. 19-____-TP-ACE
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Inspection, Testing and Adjustment

- 2.8.1 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.8.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.
- 2.8.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

Issued: _____

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In Accordance with Case No. 19-____-TP-ACE
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Suspension or Termination of Service

2.9.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer must remit a Connection Charge as well as any payment due and any applicable deposits prior to reconnection.

All disconnection situations will be handled in accordance with the rules adopted by the Public Utilities Commission of Ohio.

Suspension or termination shall not be made until:

- A. At least ten (10) days after written notification has been served personally on the Customer, or at least twenty (20) days after written notification has been mailed to the billing address of the Customer or;
- B. At least ten (10) days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer.

Access service shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Suspension or Termination of Service, (Cont'd.)

2.9.2 Exceptions to Suspension and Termination

Access service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than access service or deposits requested in connection with access service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service that has not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures.

Access service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

2.9.3 Verification of Nonpayment

Access service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless the Company has verified that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Suspension or Termination of Service, (Cont'd.)

2.9.4 Termination for Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Suspension or Termination of Service, (Cont'd.)

2.9.4 Termination for Cause Other Than Nonpayment, (Cont'd.)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of tariff charges;
2. Permitting fraudulent use.

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

In the event that access service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:

- a. No charge shall apply for the period during which service had been terminated, and
- b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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Canton, Ohio

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Suspension or Termination of Service, (Cont'd.)

2.9.4 Termination for Cause Other Than Nonpayment, (Cont'd.)

C. Abandonment or Unauthorized Use of Facilities, (Cont'd.)

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service. (Cont'd.)

c. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

2.9.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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Canton, Ohio

SECTION 2 - RULES AND REGULATIONS, (CONT'D,)

2.10 Obligations of the Customer

2.10.1 Damages

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

2.10.2 Ownership of Facilities

Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear permits.

2.10.3 Equipment Space and Power

The Customer shall furnish to the Company, at no charge, equipment space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of AC or DC power shall be mutually agreed to by the Customer and the Company. The Customer shall make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installation, testing, repair, maintenance or removal of Company service.

2.10.4 Testing

The services provided under this tariff shall be made available to the Company at mutually agreed upon times in order to permit the Company to test, adjust and maintain the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Obligations of the Customer, (Cont'd.)

2.10.5 Design of Customer Services

The Customer shall be responsible for its own expense for the overall design of its services and for any redesigning or rearrangements of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.10.6 Network Contingency Coordination

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

2.11 Services Provided Pursuant to Term Agreements

Upon expiration of a term contract, the service term will renew automatically at the same terms and conditions for successive one-year terms unless either party notifies the other 30 days prior to the expiration of the then current term that it wishes to terminate the service. This provision will be applicable to contracts executed subsequent to the effective date of this tariff.

Issued: _____ Effective: _____

In Accordance with Case No. 19-____-TP-ACE
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Canton, Ohio

SECTION 3 - SPECIAL ARRANGEMENTS

3.1 Special Constuction

3.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a., b., and c.

3.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.
- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - a. equipment and materials provided or used;
 - b. engineering, labor, and supervision;
 - c. transportation; and
 - d. rights of way and/or any required easements;
- C. license preparation, processing, and related fees;
- D. tariff preparation, processing and related fees;
- E. cost of removal and restoration, where appropriate; and
- F. any other identifiable costs related to the specially constructed or rearranged facilities.

Issued: _____

Effective: _____

In Accordance with Case No. 19-____-TP-ACE
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Kyle Quillen, Chief Executive Officer
Canton, Ohio

SECTION 3 - SPECIAL ARRANGEMENTS, (CONT'D.)

3.2 Non-Routine Installation and/or Maintenance

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

3.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed services than those specified for such services in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this tariff within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

1. Service description
2. Rates and charges
3. Quantity
4. Length of the agreement

Issued: _____ Effective: _____

In Accordance with Case No. 19-____-TP-ACE
Issued by the Public Utilities Commission of Ohio
Kyle Quillen, Chief Executive Officer
Canton, Ohio

SECTION 4 - RESALE/RESOLD SERVICES

4.1 Resale/Resold Services

There are no prohibitions or limitations on the resale of services. Resale and resold services are available only to Carriers who have been certified by the Public Utilities Commission of Ohio to provide intrastate local exchange services. Resale/resold services will be at tariffed rates with no discount.

Issued: _____ Effective: _____

In Accordance with Case No. 19-____-TP-ACE
Issued by the Public Utilities Commission of Ohio
Kyle Quillen, Chief Executive Officer
Canton, Ohio

EXHIBIT B
(Business Requirements)

EXHIBIT B-1
Registration with Ohio Department of Taxation

AGILE NETWORKS



October 26, 2018

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

RE: Notice Revision

Dear Commissioner Testa,

This is a notice pursuant to the Ohio Administrative Code section 4901:1-6-08(E)(9) that Agile Network Builders LLC intends to provide services and engage in business in the State of Ohio as a competitive local exchange carrier ("CLEC").

Sincerely,

Kyle Quillen
CEO
888-494-0549
213 Market Ave N STE 310
Canton, OH 44702

888.494.0549 • 213 Market Avenue N Suite 310 • Canton OH 44702



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


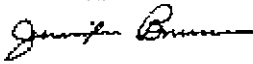
Doc ID --> 201000500879



DATE	DOCUMENT ID	DESCRIPTION	FILE	EXPIRY	FEES	CERT	CERT
01/01/2010	201000500879	ARTICLES OF ORGANIZATION -PROFIT LIMITED CO. (LLC)	01/01	01/01	01	01	01

Receipt
This is a receipt. Please do not return payment.

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

STATE OF OHIO CERTIFICATE Ohio Secretary of State, Jennifer Brunner	
(90532)	
It is hereby certified that the Secretary of State of Ohio has custody of the business records for	
AGILE NETWORK BUILDERS	
and has said business records since the filing and recording of:	
Document(s) ARTICLES OF ORGANIZATION, PROFIT LIMITED CO.	Document No(s) 201000500879
 John, States of America State of Ohio Official Seal of the Secretary of State	Witness my hand and the seal of the Secretary of State of Ohio, Ohio this 29th day of December, A.D. 2009.  Ohio Secretary of State

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 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, Mikrotik 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 G. Brick <i>Founder and Chairman</i></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 Bauer <i>Founder and Chief Executive Officer</i></p>	<ul style="list-style-type: none"> ▪ Kyle has over a decade of experience leading organizations in the telecommunications space. ▪ He is 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 Bink <i>Director</i></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 Smith <i>Director</i></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 Roche <i>Director</i></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

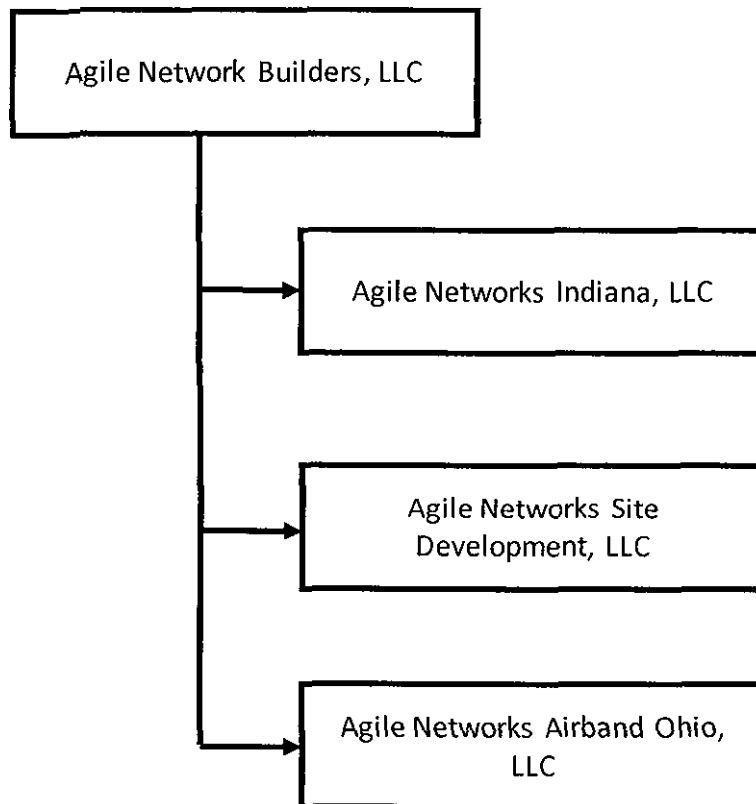


EXHIBIT D-4
Similar Operations in Other States

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.

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

Connect

Empower

Transform

August 8, 2018

Frontier North Inc.
100 CTE Dr.
Dallas, PA 18612

To whom it concerns,

Agile Network Builders LLC is in the process of seeking certification as a CLEC in Ohio and wishes, pursuant to Section 252(i) of the Communications Act, as amended, to adopt an Interconnection agreement with Frontier North Inc.

Can you please have someone on your team work with Agile Network Builders LLC to complete the interconnection agreement?

Thanks for your attention to this request.

Sincerely,



Kyle Quillen

CO\5906117.1

AGILE NETWORKS

Connect

Empower

Transform

STATE OF OHIO:

SS:

COUNTY OF STARK:

AFFIDAVIT

I, Kyle Quillen, am an authorized agent of the applicant corporation, Agile Network Builders LLC, and am authorized to make this statement on its behalf. I attest that Agile Network Builders LLC sent the attached correspondence to Frontier North Inc. seeking to adopt an Interconnection agreement between Frontier North Inc. and Agile Network Builders LLC.

Executed on: 8/9/18 Canton, Ohio
(Date) (Location)

STATEMENT OF NOTARY

State of Ohio
Stark County

Sworn and subscribed before me, this the 9 day of August 2018.

Notary Public Brooke A Dye

My Commission Expires 9/17/2020

BROOKE A. DYE
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 9/17/2020

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/1-0-BrdAgmtMSA_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

EXHIBIT F
(Proposed Interactions with Customers)

SERVICE ORDER

Date: 6/27/2018

Circuit ID:

Section I: Customer Information

Name:		Address:	
Address:		City/State/Zip:	
Billing Contact:	Billing Phone:	Billing Email:	

Section II: Installation Information

	Location A	Location Z (If Applicable)
Name:		
Address:		
Address:		
City/State/Zip:		
Location Contact:		
Cell Phone:		
Contact Email:		
Comments:		

Section III: Products and Pricing

Qty/Desc	Quantity	Unit Price	SKU	Unit	Special/Item Note	Sub Total

Total (First Billing):

\$0.00

Section IV: Terms of Agreement

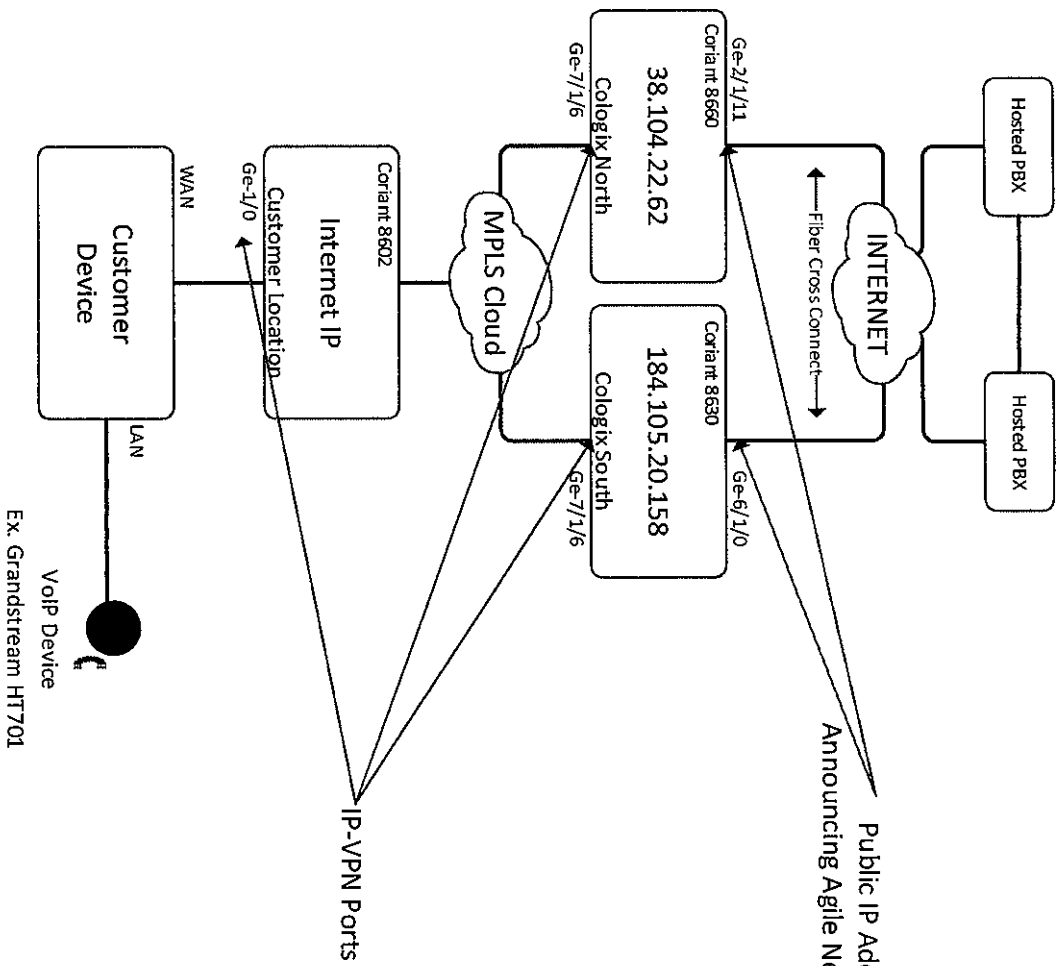
By signing this Service Order, customer indicates that they have read and agree to their terms of Agile Networks' Master Service Agreement ("MSA") and Service Attachment 1 ("SA1") located at http://www.agilenetworks.com/sites/default/files/AgileEndUserMSA_SA.pdf. The fees set forth do not include applicable 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



VoIP Configuration:
 A PBX device will be plugged into a customer device/NID will talk to the Hosted PBX servers via the internet connections supplied by Agile's MPLS Network

IP-VPN Configuration:
 38.104.22.62 Ge-7/1/6, CIR = 128k PIR = 10Mbps
 184.105.20.158 Ge-7/1/6, CIR - 128k PIR = 10Mbps
 Internet IP Ge-1/0, CIR = 10Mbps PIR = 10Mbps

AGILE NETWORKS

Connect Empower Transform

Project

Agile Networks – Proprietary and Confidential

Date

Revision

Page