

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

(Effective: 04-01-2020)

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

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

In the Matter of the Application of <u>Point Broadband Fiber</u>	)	TRF Docket No. 90- -TP-TRF
<u>Holding, LLC to Provide Competitive Local Exchange and</u>	)	Case No. - -TP-
<u>Interexchange Telecommunications Services in Ohio</u>	)	NOTE: Unless you have reserved a Case #, leave
	)	the "Case No." field BLANK.

Name of Registrant(s) Point Broadband Fiber Holding, LLC

DBA(s) of Registrant(s) Point Broadband

Address of Registrant(s) 1791 O.G. Skinner Drive, Suite A, West Point, GA 31833

Company Web Address www.point-broadband.com

Regulatory Contact Person(s) John Kemp

Phone (334)524-0335

Fax ( ) - -

Regulatory Person's Email Address jkemp@itchold.com

Contact Person for Annual Report John Kemp

Phone (334)-524-0335

Consumer Contact Information Bridgett Addington

Phone (276)821-6229 Address (if different from

above) 15022 Lee Highway, Bristol, VA 24202

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

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

**Notes:**

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

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

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

Section IV – Attestation.

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

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

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

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

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

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

## Section I – Part I - Common Filings:

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

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

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

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 – Inmate Operator Service Pursuant to Chapter 4901:1-6-22 OAC

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



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

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

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

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

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

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

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

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

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

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

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

### Section IV. – Attestation

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

#### AFFIDAVIT

#### *Compliance with Commission Rules*

I am an officer/agent of the applicant corporation, Point Broadband Fiber Holdings, LLC, and am authorized to make this statement on its behalf.

Terri K. Firestein, Sr. Director, CCG Consulting

(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 September 25, 2020 at Clear Spring, Maryland 21722

Terri K. Firestein Sr. Director/  
Consultant 9/25/20

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



VERIFICATION

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

Terri K. Firestein Sr. Director/ 9-25-20  
\*Signature and Title Consultant Date

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

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

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

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

EXHIBIT I., II., III.  
BUSINESS DOCUMENTATION  
EVIDENCE OF REGISTRATION

- I. Ohio Department of Taxation
- II. Ohio Secretary of State
- III. Certificate of Good Standing



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
06/25/2020	202017703724	REGISTRATION OF FOREIGN FOR PROFIT LLC (LFP)	99.00	0.00	0.00	0.00

**Receipt**

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

NATIONAL SERVICE INFORMATION, INC.  
145 BAKER STREET  
MARION, OH 43302

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, Frank LaRose**  
**4493864**

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

Document(s)

**REGISTRATION OF FOREIGN FOR PROFIT LLC**

Effective Date: 06/25/2020

Document No(s):

**202017703724**



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

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio this  
25th day of June, A.D. 2020.

*Frank LaRose*  
**Ohio Secretary of State**

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

*I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show POINT BROADBAND FIBER HOLDING, LLC, a Delaware For Profit Limited Liability Company, Registration Number 4493864, filed on June 25, 2020, 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 8th day of July, A.D. 2020.*

A handwritten signature in blue ink, appearing to read "Frank LaRose".

**Ohio Secretary of State**

**Validation Number: 202019001972**



DOCUMENTATION ATTESTING TO APPLICANT'S MANAGERIAL ABILITY  
AND CORPORATE STRUCTURE

I. TECHNICAL AND MANGERIAL RESUMES

Applicant has sufficient technical expertise and is managerially qualified to render the proposed telecommunications services. A brief description of the Applicant's technical and managerial experience is attached here.

II. DESCRIPTION OF APPLICANT AND CORPORATE AUTHORITY

1. The exact legal name and address of the applicant are as follows:

Point Broadband Fiber Holdings, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833  
Phone: (844) 407-6468  
Website: [www.point-broadband.com](http://www.point-broadband.com)

Company Articles of Incorporation from Delaware are attached.

2. All correspondence, notices, or communication regarding this application should be directed to:

Terri K. Firestein (The Applicant's Consultant)  
CCG Consulting  
10806 Garrison Hollow Road  
Clear Spring, Maryland 21722  
Voice: 301-788-6889  
E-mail Address: [tfireccg@myactv.net](mailto:tfireccg@myactv.net)

3. Names, and Contact Information of Officers and Directors:

Todd Holt, President  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833  
Phone: (844) 407-6468

Nick DeWeese, Treasurer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833  
Phone: (844) 407-6468

Chad Wachter, Secretary  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833  
Phone: (844) 407-6468

4. Applicant is not currently providing regulated telecommunications services in Ohio. Applicant does provide competitive telecommunications and broadband services in Maryland, Alabama, Virginia, Tennessee, and has an application pending in Georgia.
5. Applicant verifies it will maintain accounting records pursuant to generally accepted accounting principles and FCC accounting requirements as may be made applicable.
6. Applicant verifies it will comply with all Ohio rules and regulations regarding affiliate transactions.

## **MANAGERIAL AND TECHNICAL CAPABILITY**

### **Staff Experience**

#### **Weldon Feightner** **Chief Operating Officer**

Weldon's primary focus is to expand Point Broadband's super-fast fiber-based broadband network to underserved areas, and to provide solutions that support the "internet of things" throughout customer's homes and businesses. In addition, Weldon and his team are constantly looking for ways to enhance the Point Broadband customer experience.

Weldon has been in the Broadband industry for over 40 years. He was most recently Vice President of Operations for Vast Broadband in South Dakota and served as Vice President and General Manager for Charter Communications. He spent 15 years with Knology, Inc. as Regional Vice President of Operations.

He has been active in several civic and professional organizations, including Past President of Ohio Valley Chapter of the Society of Cable Engineers; Ohio Cable Telecommunication Association; Riverview-Delhi Kiwanis; Panhandle American Red Cross; Junior Achievement NW Florida; and Rushmore Rotary. He also has been an executive board member of several Chamber of Commerce teams including the Bay County Chamber and Panama City Beach Chamber, as well as NW South Dakota Red Cross.

#### **Andy Sivell** **Vice President of Network Operations at Point Broadband LLC**

Andy has several years of experience in network operations and strategic planning with a focus on ensuring that network structures and capabilities are in line with business needs. His skills enable him to effectively evaluate needs, develop strategies and successfully execute agreed upon strategies.

January 2017 - Present

Responsible for evaluating existing network structures and capabilities, develop the appropriate strategies to respond to business needs, and provide leadership to effectively execute the agreed upon strategies. Andy is a telecommunications and technical expert. Andy's prior employment includes:

- Bridgeway Diagnostics, Chief Technical Officer
- Sivell Service Consulting, President
- Knology, Vice President of Network Operations
- Interstate Valley Telephone, Director of Switching and Transmission

#### **Bruce Schoonover** **General Manager**

Bruce is a telecommunications veteran with over 28 years of experience. For the past six years, he was in charge of the Regulatory Compliance Department for WOW! Internet, Cable and Phone. Prior to joining WOW!, Bruce was responsible for not only regulatory compliance but the telephone cost of service for Knology for 15 years. Bruce's career began as consultant with John Staurulakis Inc., a full-service consulting firm serving telecommunications companies.

His professional background also includes extensive experience with franchise relationships, mergers and acquisitions and process improvement. He holds a bachelor's degree in Business Administration from Frostburg (Maryland) State University and a Master of Science in Telecommunications Management from the University of Maryland University College.



**Chad Wachter**  
**General Counsel**

Chad serves as General Counsel for ITC Capital Partners, Point Broadband, Talon Aerolytics, and other ITC operating companies. He has over twenty-seven years of legal experience managing a broad spectrum of legal affairs on behalf of companies in various industries including broadband, telecommunications, wireless, media, entertainment, real estate and healthcare service providers.

He has served in various capacities within the ITC family of companies, including Knology, Inc. and Powertel, Inc. His expertise includes corporate finance and governance, mergers and acquisitions, governmental affairs, regulatory, operations, and litigation management. He also serves on the Board of Birmingham-Southern College.

Chad earned Bachelor of Science degree in Physics from Birmingham-Southern (Alabama) College and a Juris Doctor degree from Vanderbilt (Tennessee) University.

**David Ficken**  
**Vice President of Strategic Growth**

David has been a successful leader in sales growth and business development for over 30 years. He joined Point Broadband's leadership team after serving Knology/WOW! for the last 12 years. At Knology, he initially helped create and grow a joint venture to assist rural broadband providers in the launch of their local, competitive networks. Later, he helped WOW! build its wholesale channel and specialized in the wireless market. In just over 24 months, David secured more than \$180 million in contracts to lease dark fiber routes to towers and small cells in WOW's major metropolitan areas. Prior to joining Knology, he held senior leadership roles with CEDAR Document Technology, SourceTrack and BellSouth.

David earned a Bachelor's degree in Communications from Samford University in Birmingham, AL, and a Master's degree in Public and Private Management from Birmingham-Southern.

**Leisa Chastain, SPHR**  
**Vice President, Human Resources**

Leisa is responsible for directing a strategic leadership team in the areas of performance management, training and organizational development, compliance and diversity, employment and recruitment, and benefits administration, plus numerous mergers and acquisitions.

She has over 20 years of experience encompassing several start-up and continuing phase companies in both the public and private sectors. She has held leadership roles with total accountability for all HR functions through strategy and implementation of core competencies within Human Resources to include affirmative action, employee relations, recruitment and retention, leadership development, compensation, and payroll. Leisa has vast experience in the development and implementation of Human Resource Information Systems, as well as team member on-boarding programs across multiple locations. She is a certified instructor for Development Dimensions International with additional studies in Labor and Employment Relations.

Leisa was Vice President of Human Resources for Synapse Wireless, an M2M technology services company, and previously Director of Human Resources for Knology, Inc., a publicly held broadband services company. Leisa maintains an SPHR certification and holds a degree in Business Administration from American Intercontinental University.

**Mark Davis**  
**Chief Technology Officer**

Mark leads the technology team responsible for bringing reliable and super-fast fiber-based broadband solutions to small towns and rural America by leveraging the latest technology to build the best possible network for the lowest possible price.

He has more than 30 years of building fiber optic, hybrid fiber coax (HFC), and copper broadband networks for a variety of startup and large companies in both technology supplier and network operator roles. This includes hands-on and executive leadership positions in network design, architecture, engineering, construction, product development, business development, customer support, technical support and technical sales.

Prior to Point Broadband, Mark co-founded a fiber optic network engineering and construction services company called Deep Fiber Solutions. There, he was CEO and EVP of Technology and Business Development and commercialized a technology that removed the polyethylene foam core and center conductor from hardline coax cables to create a low-cost conduit for fiber optic cables. He has extensive experience with systems engineering, customer support and operations through various leadership positions AT&T Broadband's Atlanta Region (now Comcast); Urban Media Communications; Cox Communications; and Contel Telephone Operations.

Mark graduated with a BS in Technology from Georgia Southern University in 1983.

**Nick DeWeese**  
**Chief Financial Officer**

Nick previously served as Vice President of Finance and Treasurer of Knology/WOW! – an Internet, TV and phone company. He is an expert in the areas of finance and investor relations and was part of a team that acquired six companies worth \$500 million.

**Tanya Belk**  
**Vice President of Customer Experience & Management Systems**

Tanya leads the Customer Experience Team and is responsible for the systems that Point Broadband uses to manage its business and service its customers. She has more than 25 years of experience building high quality teams focused on solutions that provide world-class service for customers.

She has an extensive technical background spanning Telecom & IT infrastructure, as well as data analytics, software development and applications. Prior to Point Broadband, Tanya spent 19 years with Knology as a Senior Director of Customer Management Systems and Data Analytics. As a startup, Knology had less than 2000 subscribers when she joined, and grew to approximately 800,000 service connections and over \$500 million in revenue. She successfully managed mergers and acquisitions at Knology of more than \$1 billion and led the systems integrations for those transactions.

**Taylor Nipper**  
**Vice President of Sales and Marketing**

Taylor leads the team responsible for overall marketing strategy and execution, product development, sales, marketing communications, B2B marketing strategy and execution, and video programming at Point Broadband. He has extensive experience within the telecommunications space and has been a successful marketing leader with such companies as Comcast Communications, Knology and Time Warner/Advance Newhouse. He also served as President of 104 Essex LLC, a marketing consulting firm.

While at Comcast, Taylor contributed significantly to business development by leading several important initiatives including the re-branding to XFINITY and the launch of the all-digital line-up. He also leveraged sponsorship opportunities with major sports teams including Atlanta Falcons, Atlanta Braves and the

Atlanta Hawks. He was acknowledged with three "Mark Awards" from CTAM – an industry marketing organization that recognizes outstanding marketing/advertising. He holds a bachelor's degree in Business Administration from The University of Tennessee.

**Todd Holt**  
**CEO**

Todd currently serves as the CEO for ITC Capital Partners (2014 – present) and Point Broadband (2016 – present), an ITC portfolio company. Todd's prior employment includes:

- AMK9, CEO, 2014 – 2017: largest commercial anti-terrorism canine security company in the world
- Synapse, President, 2013 – 2014: privately held wireless communications software company
- Knology, President, 2007 – 2012: NASDAQ traded fiber-based broadband company. Also served as Corporate Controller (1998 – 2004) and CFO (2005 – 2006) of Knology prior to serving as Knology's President
- Ernst & Young, Audit Manager – International professional services firm

Todd has extensive experience with start-up organizations as well as mature businesses in the areas of finance, operations, strategy, business development, and investor relations. He has also successfully managed human resources, legal, risk management, marketing and sales organizations within small and larger organizations, and has experienced success with capital structure management and mergers and acquisitions.

Todd spent the majority of his career with Knology, where the company grew from zero customers and zero revenue to approximately 800,000 customer connections and \$550 million in revenue. He helped manage this company through a significant network buildout and heavy customer acquisition activity, IPO, disciplined organic and acquisition growth, and successful exit for the stakeholders of the business.



## ARTICLES OF INCORPORATION

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF FORMATION OF "POINT BROADBAND FIBER  
HOLDING, LLC", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF  
OCTOBER, A.D. 2018, AT 1:53 O`CLOCK P.M.



7096517 8100  
SR# 20187096457

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 203601612  
Date: 10-12-18

**CERTIFICATE OF FORMATION  
OF**

**POINT BROADBAND FIBER HOLDING, LLC**

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:53 PM 10/11/2018  
FILED 01:53 PM 10/11/2018  
SR 20187096457 - File Number 7096517

The undersigned, an authorized natural person, for the purpose of forming Point Broadband Fiber Holding, LLC, a limited liability company, under the provisions and subject to the requirements of the Limited Liability Company Act of the State of Delaware, hereby certifies that:

1. The name of the limited liability company is Point Broadband Fiber Holding, LLC.
2. The address of its registered office in the State of Delaware is: 160 Greentree Drive, Suite 101, in the City of Dover, County of Kent, Delaware 19904. The name of the registered agent at such address is National Registered Agents, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of this 11<sup>th</sup> day of October, 2018.

/s/ Chad Wachter  
Chad Wachter, Authorized Person



## AFFIDAVIT and INTERCONNECTION REQUESTS

### 1. Interconnection Agreement Negotiation Status:

Applicant executed a 21 State facilities-based interconnection agreement with AT&T on September 18, 2020. Applicant has approved and effective interconnection agreements in Alabama, Tennessee and Virginia and Agreements pending in Maryland, Georgia, and Michigan. Rates related to interactions with other carriers will be derived from retail tariffs and from Interconnection Agreement rate tables.

See E-signature confirmation from AT&T dated 9-18-20. The Agreement will be filed in Ohio following approval of this Application and acquisition of an Ohio OCN from NECA.

### Interconnection Negotiations Affidavit

I am an authorized representative of the applicant corporation Point Broadband Fiber Holdings, LLC and I am authorized to make this statement on its behalf. I attest that Applicant has completed interconnection negotiations with AT&T for a 21-state Agreement inclusive of the State of Ohio. Negotiations are complete and the Agreement has been executed as of September 18, 2020. I attest that the information submitted here, and all additional information submitted in connection with this case, is true and correct. The serving area proposed in AT&T's ILEC territory is indicated on the enclosed spreadsheet.

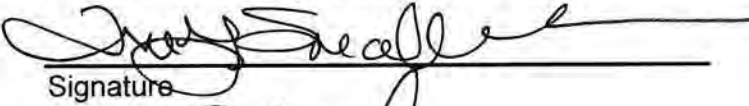
Executed on 9-25-20

at Clear Spring, MD 21722

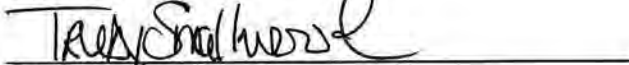


Terri K. Firestein, Sr. Director/Consultant  
(Signature and Title)

Subscribed and sworn to before me, a Notary Public, this 25th day of September, 2020.



Signature



Printed Name

TRUDY SMALLWOOD  
NOTARY PUBLIC  
WASHINGTON COUNTY  
MARYLAND

My Commission Expires 03/02/2022

My Commission Expires: 3/02/22  
My County of Residence: Washington


**FW: Point Broadband~ICA and Transit~AL MI TN eSignature Confirmed**

CW

Chad Wachter &lt;cwachter@itchold.com&gt;

Thu, 24 Sep 2020 3:30:38 PM -0400

To "tfireccg@myactv.net" &lt;tfireccg@myactv.net&gt;

Tags Security  [Learn more](#)

FYI

**From:** [dj6287@att.com](mailto:dj6287@att.com) <[dj6287@att.com](mailto:dj6287@att.com)>**Sent:** Friday, September 18, 2020 3:32 PM**To:** Chad Wachter <[cwachter@itchold.com](mailto:cwachter@itchold.com)>**Cc:** [dj6287@att.com](mailto:dj6287@att.com); [pm0351@us.att.com](mailto:pm0351@us.att.com); John Kemp <[jkemp@itchold.com](mailto:jkemp@itchold.com)>**Subject:** Point Broadband~ICA and Transit~AL MI TN eSignature Confirmed

Dear Chad Wachter,

This is confirmation from AT&T that your eSignature has been received and we are reviewing the following contracts.

**Contract ID****Contract Details**

7732615	SP Agreement SP_Agreement_CONTRACT_ID_7732615.pdf
7732617	WHLREG - Mutual Agreement WHLREG-Mutual_Agreement_CONTRACT_ID_7732617.pdf
7732616	WHLREG - Mutual Agreement WHLREG-Mutual_Agreement_CONTRACT_ID_7732616.pdf

Sincerely,

Demetria Jackson

MGR - INTERCONNECTION AGREEMENTS

AT&amp;T

469-672-8644

[dj6287@att.com](mailto:dj6287@att.com)

Disclaimer:

This message and any attachments to it contain PRIVILEGED AND CONFIDENTIAL CLIENT INFORMATION AND/OR CONTRACT DOCUMENTATION, solely intended for parties with a need to know. Any attached contracts may not be altered.



## APPLICANTS PROPOSED INTERACTIONS WITH CUSTOMERS

All terms, conditions and rates will be reduced to writing in customer contracts and on the Company website.

1. List of Ohio Exchanges Where Applicant Intends to Serve, attached
2. Local Tariff, attached
3. Access Tariff, attached
4. Proposed Service Description:

With this application Applicant is seeking authority to provide local exchange telephone service, long distance telephone service bundled with Broadband services using the PSTN network as well as VoIP technology. To this end, Applicant will utilize a company-owned softswitch located in Bristol, Virginia and interconnection with AT&T Ohio's ILEC network, using a Fiber Meet Point, and 3<sup>rd</sup> party transport facilities where required. Services to be provided include 911 Services, Operator and Directory Assistance Services, Telephone Number Porting and Local/IntraLATA Traffic Exchange and Termination. In addition to the softswitch Applicant will operate a company-owned fiber distribution network. Applicant will be engaged with NPAC for telephone number porting activities acting as our own porting Service Order Administrator (SOA) as well as with Neustar's NANP Administration System (NAS) and Pooling Administration (PAS) for acquisition of telephone numbers. As a facilities based service provider we do not anticipate the need to order UNEs from the ILEC and we have no plans to use resale of ILEC services to provide our service. Applicant anticipates compensation for transport and termination of traffic per the terms of an ILEC Interconnection Agreement. Finally, Applicant will deliver a long-distance products through the resale of long distance minutes purchased via contract with 3<sup>rd</sup> Party vendors.

**Company Name:** Point Broadband Fiber Holdings, LLC

ILEC	COUNTY	EXCHANGE
AT&T Ohio	ADAMS	Winchester
AT&T Ohio	ATHENS	Nelsonville
AT&T Ohio	BELMONT	Barnesville
AT&T Ohio	BELMONT	Bellaire
AT&T Ohio	BELMONT	Bethesda
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport
AT&T Ohio	BELMONT	Somerton
AT&T Ohio	BELMONT	St. Clairsville
AT&T Ohio	BROWN	Aberdeen
AT&T Ohio	BROWN	Ripley
AT&T Ohio	BUTLER	Middletown
AT&T Ohio	BUTLER	Monroe
AT&T Ohio	BUTLER	Trenton
AT&T Ohio	CHAMPAIGN	Christiansburg
AT&T Ohio	CLARK	Donnelsville
AT&T Ohio	CLARK	Enon
AT&T Ohio	CLARK	Medway
AT&T Ohio	CLARK	New Carlisle
AT&T Ohio	CLARK	North Hampton
AT&T Ohio	CLARK	Pitchin
AT&T Ohio	CLARK	South Charleston
AT&T Ohio	CLARK	South Vienna
AT&T Ohio	CLARK	Springfield
AT&T Ohio	CLARK	Tremont City
AT&T Ohio	COLUMBIANA	Columbiana
AT&T Ohio	COLUMBIANA	East Liverpool
AT&T Ohio	COLUMBIANA	East Palestine
AT&T Ohio	COLUMBIANA	Leetonia
AT&T Ohio	COLUMBIANA	Lisbon
AT&T Ohio	COLUMBIANA	New Waterford
AT&T Ohio	COLUMBIANA	Rogers
AT&T Ohio	COLUMBIANA	Salem
AT&T Ohio	COLUMBIANA	Salineville
AT&T Ohio	COLUMBIANA	Wellsville
AT&T Ohio	COSHOCTON	Conesville
AT&T Ohio	COSHOCTON	Coshocton
AT&T Ohio	COSHOCTON	West Lafayette
AT&T Ohio	CUYAHOGA	Bedford
AT&T Ohio	CUYAHOGA	Berea
AT&T Ohio	CUYAHOGA	Brecksville
AT&T Ohio	CUYAHOGA	Chagrin Falls
AT&T Ohio	CUYAHOGA	Cleveland
AT&T Ohio	CUYAHOGA	Gates Mills
AT&T Ohio	CUYAHOGA	Hillcrest
AT&T Ohio	CUYAHOGA	Independence
AT&T Ohio	CUYAHOGA	Montrose [CUY]
AT&T Ohio	CUYAHOGA	North Royalton
AT&T Ohio	CUYAHOGA	Olmsted Falls
AT&T Ohio	CUYAHOGA	Strongsville
AT&T Ohio	CUYAHOGA	Terrace

AT&T Ohio	CUYAHOGA	Trinity
AT&T Ohio	CUYAHOGA	Victory
AT&T Ohio	ERIE	Bloomington
AT&T Ohio	ERIE	Castalia
AT&T Ohio	ERIE	Sandusky
AT&T Ohio	FAIRFIELD	Carroll
AT&T Ohio	FAIRFIELD	Lancaster
AT&T Ohio	FAIRFIELD	Rushville
AT&T Ohio	FAIRFIELD	Sugar Grove
AT&T Ohio	FAYETTE	Bloomington
AT&T Ohio	FAYETTE	Jeffersonville
AT&T Ohio	FAYETTE	Milledgeville
AT&T Ohio	FAYETTE	Washington Court House
AT&T Ohio	FRANKLIN	Alton
AT&T Ohio	FRANKLIN	Canal Winchester
AT&T Ohio	FRANKLIN	Columbus
AT&T Ohio	FRANKLIN	Dublin
AT&T Ohio	FRANKLIN	Gahanna
AT&T Ohio	FRANKLIN	Grove City
AT&T Ohio	FRANKLIN	Groveport
AT&T Ohio	FRANKLIN	Harrisburg
AT&T Ohio	FRANKLIN	Hilliard
AT&T Ohio	FRANKLIN	Lockbourne
AT&T Ohio	FRANKLIN	New Albany
AT&T Ohio	FRANKLIN	Reynoldsburg
AT&T Ohio	FRANKLIN	Westerville
AT&T Ohio	FRANKLIN	Worthington
AT&T Ohio	GALLIA	Cheshire
AT&T Ohio	GALLIA	Gallipolis
AT&T Ohio	GALLIA	Guyan
AT&T Ohio	GALLIA	Rio Grande
AT&T Ohio	GALLIA	Vinton
AT&T Ohio	GALLIA	Walnut
AT&T Ohio	GEAUGA	Burton
AT&T Ohio	GEAUGA	Chesterland
AT&T Ohio	GREENE	Beavercreek
AT&T Ohio	GREENE	Bellbrook
AT&T Ohio	GREENE	Bowersville
AT&T Ohio	GREENE	Cedarville
AT&T Ohio	GREENE	Fairborn
AT&T Ohio	GREENE	Jamestown
AT&T Ohio	GREENE	Spring Valley
AT&T Ohio	GREENE	Xenia
AT&T Ohio	GREENE	Yellow Springs-Clifton
AT&T Ohio	HANCOCK	Findlay
AT&T Ohio	HIGHLAND	Belfast
AT&T Ohio	HIGHLAND	Danville [HIG]
AT&T Ohio	HIGHLAND	Hillsboro
AT&T Ohio	HIGHLAND	Marshall
AT&T Ohio	HIGHLAND	Rainsboro
AT&T Ohio	HIGHLAND	Sugar Tree Ridge
AT&T Ohio	HOCKING	Murray City

AT&T Ohio	JEFFERSON	Mingo Junction
AT&T Ohio	JEFFERSON	Steubenville
AT&T Ohio	JEFFERSON	Toronto
AT&T Ohio	LAKE	Leroy
AT&T Ohio	LAKE	Mentor
AT&T Ohio	LAKE	Painesville
AT&T Ohio	LAKE	Wickliffe
AT&T Ohio	LAKE	Willoughby
AT&T Ohio	LAWRENCE	Arabia
AT&T Ohio	LAWRENCE	Ironton
AT&T Ohio	LUCAS	Holland
AT&T Ohio	LUCAS	Maumee
AT&T Ohio	LUCAS	Toledo
AT&T Ohio	LUCAS	Whitehouse
AT&T Ohio	MADISON	London
AT&T Ohio	MADISON	Sedalia
AT&T Ohio	MADISON	South Solon
AT&T Ohio	MADISON	West Jefferson
AT&T Ohio	MAHONING	Canfield
AT&T Ohio	MAHONING	Lowellville
AT&T Ohio	MAHONING	North Jackson
AT&T Ohio	MAHONING	North Lima
AT&T Ohio	MAHONING	Sebring
AT&T Ohio	MAHONING	Youngstown
AT&T Ohio	MIAMI	Fletcher-Lena
AT&T Ohio	MIAMI	Piqua
AT&T Ohio	MONROE	Beallsville
AT&T Ohio	MONROE	Clarington
AT&T Ohio	MONROE	Duffy
AT&T Ohio	MONROE	Graysville
AT&T Ohio	MONROE	Lewisville
AT&T Ohio	MONROE	Woodsfield
AT&T Ohio	MONTGOMERY	Centerville [MOT]
AT&T Ohio	MONTGOMERY	Dayton
AT&T Ohio	MONTGOMERY	Miamisburg-W. Carrollton
AT&T Ohio	MONTGOMERY	Vandalia
AT&T Ohio	MUSKINGUM	Dresden
AT&T Ohio	MUSKINGUM	Fultonham
AT&T Ohio	MUSKINGUM	Norwich
AT&T Ohio	MUSKINGUM	Philo
AT&T Ohio	MUSKINGUM	Zanesville
AT&T Ohio	PERRY	Corning
AT&T Ohio	PERRY	Glenford
AT&T Ohio	PERRY	New Lexington
AT&T Ohio	PERRY	Roseville
AT&T Ohio	PERRY	Shawnee
AT&T Ohio	PERRY	Somerset
AT&T Ohio	PERRY	Thornville
AT&T Ohio	PICKAWAY	New Holland
AT&T Ohio	PORTAGE	Atwater
AT&T Ohio	PORTAGE	Kent
AT&T Ohio	PORTAGE	Mantua



AT&T Ohio	PORTAGE	Mogadore
AT&T Ohio	PORTAGE	Ravenna
AT&T Ohio	PORTAGE	Rootstown
AT&T Ohio	SANDUSKY	Fremont
AT&T Ohio	SANDUSKY	Lindsey
AT&T Ohio	SENECA	Fostoria
AT&T Ohio	SENECA	New Riegel
AT&T Ohio	SENECA	Tiffin
AT&T Ohio	STARK	Alliance
AT&T Ohio	STARK	Canal Fulton
AT&T Ohio	STARK	Canton
AT&T Ohio	STARK	Hartville
AT&T Ohio	STARK	Louisville
AT&T Ohio	STARK	Magnolia-Waynesburg
AT&T Ohio	STARK	Marlboro
AT&T Ohio	STARK	Massillon
AT&T Ohio	STARK	Navarre
AT&T Ohio	STARK	North Canton
AT&T Ohio	STARK	Uniontown
AT&T Ohio	SUMMIT	Akron
AT&T Ohio	SUMMIT	Greensburg
AT&T Ohio	SUMMIT	Manchester [SUM]
AT&T Ohio	TRUMBULL	Girard
AT&T Ohio	TRUMBULL	Hubbard
AT&T Ohio	TRUMBULL	Kirtland
AT&T Ohio	TRUMBULL	Niles
AT&T Ohio	TRUMBULL	Sharon
AT&T Ohio	TUSCARAWAS	Gnadenhutten
AT&T Ohio	TUSCARAWAS	Newcomerstown
AT&T Ohio	TUSCARAWAS	Uhrichsville
AT&T Ohio	WARREN	Franklin
AT&T Ohio	WASHINGTON	Belpre
AT&T Ohio	WASHINGTON	Marietta
AT&T Ohio	WASHINGTON	New Matamoras
AT&T Ohio	WASHINGTON	Newport
AT&T Ohio	WAYNE	Dalton
AT&T Ohio	WOOD	Perrysburg
AT&T Ohio	WYANDOT	Upper Sandusky

## PROPOSED LOCAL TELEPHONE TARIFF

**TITLE SHEET**

**POINT BROADBAND FIBER HOLDING, LLC  
LOCAL TARIFF NO. 1**

This tariff contains the description, regulations, and rates applicable to the furnishing of services and facilities for telecommunications services provided by **Point Broadband Fiber Holding, LLC** with principal offices at **1791 O.G. Skinner Drive, Suite A, West Point, Georgia 31833**. This tariff is on file with the Ohio Public Utility Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

The Company's telephone number is: 844-255-3688

---

**ISSUED:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC**

**EFFECTIVE:**

---

**CHECK SHEET**

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

---

**ISSUED:****EFFECTIVE:****ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**



**TABLE OF CONTENTS**

Title Sheet ..... 01

Check Sheet ..... 02

Table of Contents .....03

Symbols..... 04

Tariff Format..... 05

Section 1: Definitions and Abbreviations ..... 06

Section 2: Rules and Regulations ..... 09

Section 3: Description of Services ..... 18

Section 4: Rates and Charges..... 22

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833

**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- C - To Signify Change in Regulation
- D - To Signify a deletion
- I - To Signify Rate Increase
- M - To Signify Text Moved from Another Tariff Location
- N - To Signify New Rate or Regulation
- R - To Signify Rate Reduction
- T - To Signify Change in Text, But No Change in Rate or Regulation

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

---

**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4<sup>th</sup> Revised Sheet 14 cancels 3<sup>rd</sup> Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i)
  - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current sheet on file with the Commission.

---

**ISSUED:****EFFECTIVE:****ISSUED BY:**

**Point Broadband Fiber Holding, LLC**  
**Regulatory Compliance Officer**  
**1791 O.G. Skinner Drive, Suite A**  
**West Point, GA 31833**

---

**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

**1.1 Definitions:**

Application for Service - A standard order form that includes all pertinent billing, technical, and other descriptive information that will enable the Company to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Company – Point Broadband Fiber Holdings, LLC unless specifically stated otherwise.

Completed Calls - Completed calls are calls answered on the distance end.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. to 4:59 p.m., Monday through Friday.

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**



---

1.1 Definitions: (continued)

Disconnection - The disabling of circuitry preventing outgoing and incoming toll communication service provided by Company.

Delinquent Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Evening Rate Period - 5:00 p.m. to 10:59 p.m., Sunday through Friday.

Holidays - Company's recognized holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message - A completed telephone call by a customer or user.

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m., every day; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right-of-way or a natural barrier.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

---

1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Company

MTS - Message Toll Service

PBX - Private Branch Exchange

V&H – Vertical and Horizontal Coordinates

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

---

SECTION 2 - RULES AND REGULATIONS

2.1 Company Undertaking

Company provides local telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Company's fiber optic network directly through the facilities of the Company. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Service offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Company reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to any equipment provided by Company under these regulations remains with Company. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

2.3 Use of Service

Service may not be used for any unlawful purposes.

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

---

**2.4    Limitation of Liability**

- 2.4.1    Company shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions and not caused by the negligence of the Company, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occurred.
- 2.4.2    Company makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Company are hereby excluded and disclaimed.
- 2.4.3    Company, at its own expense, will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Company or its agents or representatives arising out of performance by Company of any testing or other activities on the customer's premises pursuant to this tariff. Company's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance, and operation of all activities, facilities and equipment for the protection against hazard or injury and to not interfere with the services provided by Company.

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**



---

2.4 Limitation of Liability (continued)

2.4.4 Company shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the Company's facilities; and
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by Company.

2.4.5 The language set forth in this Section does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment and/or communications systems provided by the customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the customer to notify Company of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Company's facilities.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communication Commission's Rules and Regulations which specifies the priority system for such activities.

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

---

**2.7     Customer Responsibility**

- 27.1**     All customers assume general responsibilities in connection with the provisions and use of Company's service. When facilities, equipment, and/or communication systems provided by others are connected to Company's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:
- A.**     The customer is responsible for placing orders for service, paying all charges for service rendered by Company and complying with all of Company's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
  - B.**     At the time of placing an order for service, the customer must provide:
    - 1.**     The name(s) and address(es) for the person(s) responsible for the payment of service charges.
    - 2.**     The name(s), telephone number(s), and address(es) of the customer contact person(s).
  - C.**     The customer must pay Company of the replacement or repair of Company's equipment when the damage results from:
    - 1.**     Negligence or willful act of the customer or user,
    - 2.**     Improper use of service,
    - 3.**     Any use of equipment or service provided by others.
  - D.**     After receipt of payment for the damages, Company will cooperate with the customer in prosecuting a claim against any third-party causing damage.

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

---

272    Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Company shall be made available to Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

273    Deposits

The company may require a cash deposit from a prospective customer, a presently disconnected customer or a former customer to be held as a guarantee for the payment of charges, in accordance with the General Rules of the Ohio Public Utility Commission. Interest on deposits shall be paid annually at a rate in accordance with the rules of the Commission.

Deposits shall be returned to the customer when service is terminated or when satisfactory credit has been established. Satisfactory credit may be established through prompt payment of all Company bills for a period of one year (two year maximum).

Upon termination of service, deposits with accrued interest shall be credited to the final bill and the balance returned to the customer.

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

---

274 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, and billed for, by Company.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Company of the failure or when Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act or omission of the customer, or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
  - 1. Interruptions of service resulting from Company performing routine maintenance,
  - 2. Interruptions of service for implementation of a customer order for a change in the service,
  - 3. Interruption caused by the negligence of the customer or his authorized user,
  - 4. Interruptions of service because of the failure of service or equipment due to customer or authorized user provided facilities.

**ISSUED:****EFFECTIVE:****ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

---

**275    Cancellation by Customer**

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Company.

**276    Payment and Charges for Services**

- A.     Service is provided and billed on a monthly basis.
- B.     Payment is due upon receipt. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C.     In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D.     The customer is responsible for payment of all charges for service furnished to the customer under this tariff.
- E.     Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.
- F.     Customers will be charged a late payment penalty as set forth in this tariff.
- G.     Customers will be charged on all checks returned to Company by the issuing entity.

**ISSUED:****EFFECTIVE:****ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**



---

27.7 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charges for a period covered by a bill change after the bill has been rendered, the bill will be adjusted to reflect the new charges.

27.8 Customer Complaint Procedure

Company will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following toll-free telephone number: 1-844-255-3688.

Any unresolved disputes may be directed to Consumer Services, Ohio Public Utility Commission.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

2.8 Company Responsibility

28.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for an interruption of two hours or major fraction thereof that the interruption continues.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against the minimum equal to 1/360<sup>th</sup> of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues.

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

---

2.8.1 Calculation of Credit Allowance (continued)

- D. Customers have up to 60 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits. Company will try its best to resolve any disputes properly brought to its attention. Unresolved disputes may be directed to the attention of the Commission.

2.8.2 Cancellation of Credit

Where Company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30<sup>th</sup> of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.8.3 Disconnection of Service by Company

Company, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any regulated sum due to Company for service for more than 20 days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

---

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES****3.1    Timing of Calls**

The customer's monthly usage charges for Company service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up.

There are no charges incurred if a call is not completed.

**3.2    Start of Billing**

For billing purposes, the start of service is the day that the Company first provides service to the customer. The end of service date is the last day or any portion thereof that service is provided by Company after notice of cancellation by customer.

**3.3    Interconnection**

Service furnished by Company may not be interconnected with services or facilities of other communications common carriers or with private systems. Service furnished by Company is not part of a joint undertaking with any such other carriers.

---

**ISSUED:****EFFECTIVE:****ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

---

### 3.4 Terminal Equipment

Company's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

### 3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

$$\text{Formula: } \frac{(V1 - V2)^2 + (H1 + H2)^2}{10}$$

### 3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted during peak use period for all local and long-distance services.

### 3.7 Special Promotions

Company may from time to time offer special promotions to customers upon prior notification to Commission of such promotion.

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833

---

### 3.8 Service Offerings

The Company will provide the following services:

#### 3.8.1 Local Exchange Service

Unlimited local calling with the availability of call management feature packages, long distance packages, directory assistance services, white page directory service, E-911 emergency service and telephone number porting.

#### 3.8.2 Inbound Service (Toll Free)

Inbound Service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten-digit telephone number that terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customer's local exchange service access line.

Company will accept a prospective Inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated, and signed by a responsible representative of the customer. Company does not guarantee the availability of number(s) until assigned. The telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to the Company's Inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**



**3.8.3 Reserved for Future Use**

Reserved for Future Use

**3.8.4 Directory Assistance**

Directory assistance is the provision of listed telephone numbers to requesting customers. The company will provide directory assistance services at a per call charge in accordance with the rules set forth by the Commission.

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

**SECTION 4 - RATES AND CHARGES**

4.1. Long Distance Usage Charges and Billing Increments

4.1.1 Usage Charges

Unless flat rated or bundled, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The time and day of call origination at the customer's location determines the rate period.

4.1.2 Billing Increments

Usage is billed in the increments set forth in the individual product rate sections.

4.1.3 Call Rounding

All calls are rounded to the next highest billing increments. The total charge for a fraction of a cent will be rounded to the next highest whole cent.

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

---

**SECTION 4 - RATES AND CHARGES**

4.2 Essential One Voice

\$19.99 per month, per line

Includes Caller ID with Call Waiting, 3-Way Calling, Call Return, Call Forwarding and Domestic Long Distance at \$0.06 per minute.

4.3 Choice One Voice

\$29.99 per month, per line

Includes Caller ID with Call Waiting, 3-Way Calling, Call Return, Call Forwarding, Voice Mail with notification. 120 Domestic long distance minutes included, then \$0.06 per minute after.

4.4 Ultra One Voice

\$39.99 per month, per line

Includes Caller ID with Call Waiting, 3-Way Calling, Call Return, Call Forwarding, Voice Mail with notification. 5,000 Domestic long distance minutes included, then \$0.06 per minute after.

4.5 Inbound Toll-Free Rates

Reserved for Future Use

Billed in six-second increments with a thirty-second minimum.

4.6 Directory Assistance

Reserved for Future Use

Billed per call.

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

---

**SECTION 4 - RATES AND CHARGES**

4.7 Late Payment Penalty

Customers will be charged 1.5% (maximum authorized) of any amounts owed to the Company beyond the due date as set forth within this tariff.

4.8 Dishonored Check Charge

Any person submitting a check to the Company, as payment for services, which is subsequently returned by the issuing institution shall be charged \$20 (\$20 maximum authorized) per check.

4.9 Special Promotions

Company may from time to time offer special promotions to customers upon prior notification to Commission of such promotion.

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Point Broadband Fiber Holding, LLC  
Regulatory Compliance Officer  
1791 O.G. Skinner Drive, Suite A  
West Point, GA 31833**

Tariff Schedule Applicable to  
Intrastate Access Service

Telecommunications Services Furnished by

Point Broadband Fiber Holding, LLC

Between Points Within the State of Ohio

---

Issued: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833

---

Effective date: \_\_\_\_\_



## TARIFF FORMAT

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

Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833

## CHECK SHEET

Sheets 1 through 16 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Page</u>	<u>Number of Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original

Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833

Table of Contents

1	GENERAL .....	5
1.1	Explanation of Symbols .....	5
1.2	Application of the Tariff .....	5
1.3	Definitions .....	6
2	RULES AND REGULATIONS .....	8
2.1	Undertaking of the Company .....	8
2.2	Obligations of the Customer .....	8
2.3	Liability of the Company .....	9
2.4	Application for Service .....	11
2.5	Payment for Service .....	12
2.6	Allowance for Interruptions in Service .....	13
2.7	Special Customer Arrangements .....	13
2.8	Unlawful Use of Service .....	13
2.9	Interference with or Impairment of Service .....	14
2.10	Telephone Solicitation by Use of Recorded Messages .....	146
2.11	Overcharge/Undercharge .....	15
3	DESCRIPTION OF SERVICES .....	16
3.1	Individual Case Basis ("ICB") Offerings .....	16
4	RATES AND CHARGES .....	17

Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833

## 1 GENERAL

### 1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

### 1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Ohio. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to carrier customers.
- 1.2.3 The Company's service territory and calling areas are consistent with AT&T Ohio's Tariff on file with this Commission.

Issued: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833

Effective date: \_\_\_\_\_

### 1.3 Definitions

- 1.3.1 "Carrier," "Company," or "Utility" refers to **Point Broadband Fiber Holding, LLC**.
- 1.3.2 "Commission" means the Ohio Public Service Commission.
- 1.3.3 "Completed call" is a call that the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833



## 2. RULES AND REGULATIONS

### 2.1 Undertaking of the Company

The Company currently provides only Local Exchange and Long Distance Service to End User Customers. Company does not currently provide any switched access services to carrier customers. At such time as switched access services become available they will mirror those of AT&T Ohio in description, terms, conditions and pricing.

### 2.2 Obligations of the Customer

#### 2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material prior to any construction or installation work.

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing,

Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833

- 2.2.1.5 Cont'd.  
inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
  - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives, or invitees; or
  - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

---

Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833

- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

## 2.3 Liability of the Company

- 2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions, and limitations herein specified:

### 2.3.2 Service Irregularities

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

- 2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities, or connection provided by the customer.

### 2.3.3 Claims of Misuse of Service

- 2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements, or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with

Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833

2.3.3.1 Cont'd.

facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

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

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

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

Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833



### 2.3.6 Service at Outdoor Locations

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

### 2.3.7 Warranties

- 2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

- 2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

### 2.3.8 Limitation of Liability

- 2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

## 2.4 Application for Service

### 2.4.1 Minimum Contract Period

- 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833



- 2.4.1.2 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

#### 2.4.2 Cancellation of Service

- 2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

- 2.4.2.2.A The total costs of installing and removing such facilities; or

- 2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

#### 2.5 Payment for Service

- 2.5.1 When available, Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company.

- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833

- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

- 2.5.4 The Company will not collect attorney fees or court costs from customers.

## 2.6 Allowance for Interruptions in Service

- 2.6.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by the PUCO and as amended from time to time.

## 2.7 Special Customer Arrangements

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

## PROVISION OF SERVICE AND FACILITIES

### 2.8 Unlawful Use of Service

- 2.8.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

Issued: \_\_\_\_\_

Effective date: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833

- 2.8.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- 2.8.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving data or messages in violation of the law.
- 2.8.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

## 2.9 Interference with or Impairment of Service

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

## 2.10 Telephone Solicitation by Use of Recorded Messages

- 2.10.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party- or called party-controlled, are expressly prohibited.

## 2.11 Overcharge/Undercharge

- 2.11.1 Overcharge/undercharge provisions will be in accordance with PUCO Regulations.

Issued: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833

Effective date: \_\_\_\_\_

### 3 DESCRIPTION OF SERVICES

#### 3.1 Individual Case Basis ("ICB") Offerings

- 3.1.1 The Company may specify the price of a service as ICB. The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB will be provided under contract to a customer. All customers have non-discriminatory access to requesting the service under an ICB rate.

Issued: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833

Effective date: \_\_\_\_\_

#### 4 RATES AND CHARGES

##### 4.1 Switched Access Rate

- 4.1.1 At such time Service is available the Company's switched access rate will mirror that of the ILEC.

Issued: \_\_\_\_\_

Regulatory Compliance Officer  
Point Broadband Fiber Holding, LLC  
1791 O.G. Skinner Drive, Suite A  
West Point GA 31833

Effective date: \_\_\_\_\_

## FINANCIAL STATEMENTS



Certified Public Accountants  
& Consultants



**Point Broadband, LLC and Subsidiaries**  
**December 31, 2019**  
Consolidated Financial Statements

**Point Broadband, LLC and Subsidiaries**

**Index**

	<b><u>Page</u></b>
Independent auditor's report	1 - 2
Consolidated balance sheet	3 - 4
Consolidated statement of income	5
Consolidated statement of shareholders' equity	6
Consolidated statement of cash flows	7
Notes to the consolidated financial statements	8 - 15

## **Independent Auditor's Report**

The Board of Directors  
Point Broadband, LLC and Subsidiaries  
West Point, Georgia

### **Report on the Consolidated Financial Statements**

We have audited the accompanying consolidated financial statements of Point Broadband, LLC and Subsidiaries (the Company), which comprise the consolidated balance sheet as of December 31, 2019 and the related consolidated statements of income, shareholders' equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### **Management's Responsibility for the Consolidated Financial Statements**

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Point Broadband, LLC and Subsidiaries as of December 31, 2019, and the results of their operations and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Emphasis of a Matter**

**Change in Accounting Principle**

As discussed in Note 12 to the financial statements, the Company adopted new accounting guidance FASB ASU 2016-01, *Financial Instruments* and FASB ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606). Our opinion is not modified with respect to these matters.

*Jackson Thornton & Co. PC*

Montgomery, Alabama  
April 6, 2020

**Point Broadband, LLC and Subsidiaries**  
**Consolidated Balance Sheet at December 31, 2019**

**Assets**

**Current Assets**

Cash and cash equivalents	\$ 6,318,831
Accounts receivable	
Customers, net of allowance of \$434,067	2,284,983
Other	2,451,121
Prepayments and other	925,469
Total current assets	<u>11,980,404</u>

**Noncurrent Assets**

Goodwill, net	8,974,465
Other intangible assets, net	6,836,652
Other assets	1,666,691
Total noncurrent assets	<u>17,477,808</u>

**Property, Plant, and Equipment**

Telecommunications plant in service	86,897,573
Construction and premise inventory	1,495,964
	<u>88,393,537</u>
Less accumulated depreciation	14,069,039
Net property, plant, and equipment	<u>74,324,498</u>
Total assets	<u><u>\$ 103,782,710</u></u>

The accompanying notes are an integral part of these consolidated financial statements.

## Liabilities and Shareholders' Equity

### Current Liabilities

Current maturities on notes payable	\$ 251,434
Current maturities on capital lease obligations	164,743
Accounts payable - trade	2,764,120
Unearned revenue	1,819,011
Customer deposits and other customer prepayments	426,794
Accrued liabilities	<u>3,420,209</u>
Total current liabilities	<u>8,846,311</u>

### Noncurrent Liabilities

Notes payable, net of current maturities	60,042,581
Less debt issuance costs	1,265,567
Capital lease obligations, net of current maturities	531,263
Unearned revenue	<u>485,133</u>
Total noncurrent liabilities	<u>59,793,410</u>
Total liabilities	<u>68,639,721</u>

### Shareholders' Equity

Common shares	123,480
Contributed capital - Series A, B, & C	47,333,290
Treasury stock	(397,500)
Accumulated deficit	(10,249,142)
Additional paid-in capital	<u>(2,477,520)</u>
Total Point Broadband, LLC shareholders' equity	<u>34,332,608</u>

Noncontrolling interest	<u>810,381</u>
Total shareholders' equity	<u>35,142,989</u>
Total liabilities, noncontrolling interest, and shareholders' equity	<u>\$ 103,782,710</u>



**Point Broadband, LLC and Subsidiaries**  
**Consolidated Statement of Income**  
**For the Year Ended December 31, 2019**

<b>Operating Revenues</b>	
Revenue from customers	
Internet	\$ 24,801,471
Video	10,266,995
Voice	6,984,700
Other	<u>2,060,744</u>
Total operating revenues	<u>44,113,910</u>
<b>Operating Expenses</b>	
Direct costs	14,245,918
Selling, general, and administrative	17,535,756
Depreciation and amortization	<u>13,099,463</u>
Total operating expenses	<u>44,881,137</u>
<b>Operating Loss</b>	<u>(767,227)</u>
<b>Nonoperating Revenues (Expenses)</b>	
Interest expense	(6,002,548)
Government grant revenue	5,762,480
Other nonoperating expenses	<u>(1,744,388)</u>
Total nonoperating expenses	<u>(1,984,456)</u>
<b>Net Loss</b>	<u>(2,751,683)</u>
<b>Noncontrolling Interest</b>	<u>(223,208)</u>
<b>Controlling interest</b>	<u>\$ (2,974,891)</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Point Broadband, LLC and Subsidiaries**  
**Consolidated Statement of Shareholders' Equity**  
**For the Year Ended December 31, 2019**

	Common Stock		Preferred Stock Series A, B, & C		Treasury Shares	Accumulated Deficit	Additional Paid-in Capital	Noncontrolling Interest	Total Shareholders' Equity
	Shares	Amount	Shares	Amount					
Balance at December 31, 2018	6,800,000	\$ 123,480	10,453,702	\$ 24,003,493		\$ (7,274,251)		\$ (1,890,347)	\$ 14,962,375
Series C shares issued			7,776,600	23,329,797					23,329,797
Common shares issued in exchange for 7.5% interest held by an investor in Sunset	1,151,515								
Transfer of minority interest upon acquisition of remaining 40.5% of Sunset							\$ (2,477,520)	2,477,520	
132,500 membership shares repurchased: \$3.00 per share					\$ (397,500)				(397,500)
Net income (loss)						(2,974,891)		223,208	(2,751,683)
Balance at December 31, 2019	<u>7,951,515</u>	<u>\$ 123,480</u>	<u>18,230,302</u>	<u>\$ 47,333,290</u>	<u>\$ (397,500)</u>	<u>\$ (10,249,142)</u>	<u>\$ (2,477,520)</u>	<u>\$ 810,381</u>	<u>\$ 35,142,989</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Point Broadband, LLC and Subsidiaries**  
**Consolidated Statement of Cash Flows**  
**For the Year Ended December 31, 2019**

**Cash Flows From (Used For) Operating Activities**

Net loss	\$ (2,751,683)
Adjustments to reconcile net loss to net cash from operating activities	
Depreciation and amortization	13,099,463
Amortization of debt issuance costs	1,072,132
Bad debt expense	194,616
Decrease (increase) in operating assets and increase (decrease) in operating liabilities	
Receivables	(1,663,717)
Prepayments	(136,974)
Other assets	(25,518)
Accounts payable	314,912
Unearned revenue	(4,504)
Customer deposits and other customer prepayments	(19,944)
Accrued expenses	(177,354)
Total adjustments	<u>12,653,112</u>
Net cash from operating activities	<u>9,901,429</u>

**Cash Flows From (Used For) Investing Activities**

Acquisition and construction of plant	(15,322,946)
Investment in Resound	<u>(1,536,866)</u>
Net cash used for investing activities	<u>(16,859,812)</u>

**Cash Flows From (Used For) Financing Activities**

Principal payments on notes payable	(825,710)
Principal payments on capital lease obligations	(165,889)
Debt issuance costs	(1,345,667)
Series C shares issued	23,329,797
Treasury shares repurchased	(397,500)
Acquisition of remaining 40.5% of Sunset shares	<u>(15,200,000)</u>
Net cash from financing activities	<u>5,395,031</u>

**Net Decrease in Cash and Cash Equivalents**

(1,563,352)

**Cash and Cash Equivalents at Beginning of Period**

7,882,183

**Cash and Cash Equivalents at End of Period**

\$ 6,318,831

**Supplemental Cash Flows Information**

Cash paid for interest	\$ 4,961,447
------------------------	--------------

**Supplemental Noncash Financing Transactions**

Equipment purchased under capital lease	813,304
---	---------

The accompanying notes are an integral part of these consolidated financial statements.

**Point Broadband, LLC and Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2019**

**Note 1 - Summary of Significant Accounting Policies**

Organization - Point Broadband, LLC (the Company) was formed on September 16, 2016. The shares are owned 28.8% by ITC Capital Partners, LLC, 25.5% by Stephens Capital Partners, LLC, and the remaining 45.7% by various investors, none of which own more than 10% of the Company. The Company owns 100% of Point Broadband Capital, LLC. Point Broadband Capital, LLC owns 100% of Point Broadband Fiber Holding, LLC. All operating entities of the Company are under Point Broadband Fiber Holding, LLC. The operating entities and wholly-owned subsidiaries of Point Broadband Fiber Holding, LLC are Point Broadband of Bainbridge, LLC (Bainbridge), Point Broadband of Opelika, LLC (Opelika), Sunset Digital Communications, LLC and Sunset Fiber, LLC (collectively Sunset). Point Broadband Fiber Holding, LLC is also a 90% owner of Point Broadband of Mississippi, LLC (Mississippi) and an 80% owner of Clarity Fiber Solutions, LLC (Clarity).

Nature of business - The Company's principal lines of business are providing telecommunications, internet, and video services to local residential and business customers residing in the east Alabama, southwest Georgia, southwest Virginia, northeast Tennessee and central New York regions.

Basis of presentation - The consolidated financial statements include the accounts of the Company, its wholly-owned subsidiaries, and its partly-owned subsidiaries. All intercompany account balances and transactions have been eliminated in consolidation.

Cash equivalents - The Company considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

Accounts receivable - The Company extends credit to its customers who are located primarily in east Alabama, southwest Georgia, southwest Virginia, northeast Tennessee, and northeast Mississippi. Accounts receivable are carried at original invoice amount less an estimate made for doubtful receivables based on a review of all outstanding amounts on a monthly basis. Management determines the allowance for doubtful accounts by identifying troubled accounts and by using historical experience applied to an aging of accounts. Accounts receivable do not accrue interest and are written-off when deemed uncollectible. Recoveries of accounts receivable previously written-off are recorded when received.

Goodwill - The Company previously adopted the accounting alternative offered to nonpublic entities for the subsequent measurement of goodwill. In accordance with this alternative, the Company amortizes goodwill over ten years on the straight-line basis and only evaluates goodwill for impairment at the entity level when a triggering event occurs. During the year ended December 31, 2019, no triggering events occurred requiring impairment testing. As such, no impairment loss was recorded. Goodwill of \$10,455,687 was recognized in the purchase of Sunset Digital Holding, LLC. Amortization expense was \$1,045,569 and accumulated amortization was \$1,481,222 for the year ended December 31, 2019.

Other intangible assets - The Company acquired the customer lists of BVU Authority - OptiNet and Sunset Digital Communications, Inc. upon the acquisition of Sunset Digital Holding, LLC. The Company also acquired the customer lists of Opelika Power Services One upon the acquisition of Point Broadband of Opelika, LLC. The customer base intangibles are being amortized on the straight-line basis over five years.

Taxes - The Company collects gross receipts taxes from its customers on the behalf of the States of Alabama, Georgia, Virginia, Tennessee, New York, and Mississippi. The revenue presentation is net of gross receipts taxes in the consolidated statement of income.

**Point Broadband, LLC and Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2019**

**Note 1 - Summary of Significant Accounting Policies (continued)**

Income taxes - The Company is treated as a partnership for federal and state income tax purposes, with income taxes payable by the shareholders. Accordingly, no provision has been made in these financial statements for federal and state income taxes for the Company. As a limited liability company, each shareholder's liability is limited to amounts reflected in their respective shareholder equity accounts in accordance with the Limited Liability Company Agreement. The income allocable to each shareholder is subject to examination by federal and state taxing authorities. In the event of an examination of the income tax returns, the tax liability of the shareholders could be changed if an adjustment in the income is ultimately determined by the taxing authorities. Certain transactions of the Company may be subject to accounting methods for income tax purposes that differ significantly from the accounting methods used in preparing the financial statements in accordance with generally accepted accounting principles. Accordingly, the taxable income of the Company reported for income tax purposes may differ from net income in these consolidated financial statements.

Depreciation - Depreciation is computed using the straight-line method.

Recognition of revenue from customers - The Company provides telecommunication services to residential customers on a month to month basis and to commercial customers on either a month to month basis or a contract basis with contract periods ranging from 24 months to 60 months. Revenues are recognized when provided to the customer regardless of the period in which they are billed.

Compensation for broadband, ethernet, telephone, and video services is received through monthly charges to customers that subscribe to these services. Most customers are billed monthly for services and payment is due within 20 days to 30 days of the invoice date. A few commercial customers are billed upfront on an annual basis and payment is due within 20 days to 30 days of the invoice date. Compensation for usage based services such as video on demand, video pay per view, and telephone long distance are charged to the customer as incurred and billed in arrears. Revenue for usage based services is recognized in the period in which it is incurred.

Discounts are offered to customers that bundle other services with broadband internet access. The discount offered for the bundle services is applied against the broadband internet access revenue charged.

Unearned revenue - Unearned revenue represents amounts received in advance of providing services. Amounts are recognized in revenue when services are provided.

Government grant revenue - Sunset and Clarity have been awarded grants to provide for both the construction of broadband plant and subsidize operating costs. Grants related to construction of plant are recorded as nonoperating revenue. Grants related to subsidizing operating costs are recorded as operating revenue. These grants have certain criteria that have to be met throughout the award period. If any of the criteria are not met, the entity may be subject to recapture provisions.

Use of estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**Point Broadband, LLC and Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2019**

Recent accounting pronouncements - In February 2016, the FASB issued ASU 2016-02, *Leases* (Topic 842). The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases*. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. The new standard is effective for fiscal years beginning after December 15, 2020, including interim periods within those fiscal years. A modified retrospective transition approach is required for lessees for capital and operating leases existing at, or entered into after, the beginning of the earliest comparative period presented in the consolidated financial statements, with certain practical expedients available. The Company is currently evaluating the effect that the standard will have on the consolidated financial statements.

**Note 2 - Cash and Cash Equivalents**

The Company maintains its cash accounts in commercial banks, which at times may exceed federally insured limits. The Company had approximately \$5,288,000 in uninsured cash at December 31, 2019. The Company has not experienced any losses in such accounts.

**Note 3 - Receivables and Contract Liabilities**

Receivables and contract liabilities from contracts with customers for the years ended December 31, 2019 were as follows:

	2019	
	End of Year	Beginning of Year
<b>Receivables</b>		
Customers	\$ 2,284,983	\$ 3,267,003
<b>Contract Liabilities</b>		
Unearned revenue	2,304,144	2,308,647

**Note 4 - Other Intangible Assets**

A customer base intangible of \$9,368,866 was recorded and is being amortized on the straight-line basis over five years. Amortization expense and accumulated amortization for the year ended December 31, 2019 was \$1,955,306 and \$2,532,214, respectively. Estimated future amortization expense for other intangible assets as of December 31, 2019 is as follows:

December 31, 2020	\$ 1,873,773
December 31, 2021	1,873,773
December 31, 2022	1,873,773
December 31, 2023	1,215,333



**Point Broadband, LLC and Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2019**

**Note 5 - Property, Plant, and Equipment**

Listed below are the major classes of the telecommunications plant as of December 31, 2019:

	<u>Plant Balance</u>	<u>Annual Rate Range</u>
Network equipment	\$ 65,771,713	14.00%
Other general equipment	6,549,102	10.00%
Video and broadband equipment	10,142,455	20.00%
Building improvements	2,615,013	6.67%
Office equipment and furniture	55,096	20.00%
Software and licenses	709,813	33.33%
Vehicles	1,054,381	20.00%
Total telecommunications plant in service	<u>\$ 86,897,573</u>	

Construction and premise inventory - Inventories are priced at the lower of cost or market and include customer premise equipment and certain plant construction materials. Cost is determined on the average cost method. These items are transferred to telecommunications plant in service when installed. Inventory is presented net of an allowance for obsolete inventory of \$443,987 at December 31, 2019.

**Note 6 - Related Party Transactions**

The Company receives certain shared services from a shareholder. The expenses are recorded at fair value of the services provided and are payable quarterly. Total expenses related to management and shared services for the period ended December 31, 2019 was \$963,490.

Total shareholder liability for shared services at December 31, 2019 was \$99,445 due to ITC Capital Partners, LLC.

**Note 7 - Accrued Liabilities**

Accrued liabilities consist of the following as of December 31, 2019:

Accrued interest	\$ 436,376
Accrued payroll and employee related	801,857
Accrued expenses - shareholders	99,445
Accrued taxes	459,191
Other accrued expenses	1,623,340
Total accrued liabilities	<u>\$ 3,420,209</u>

**Point Broadband, LLC and Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2019**

**Note 8 - Notes Payable**

Description	Amount
Mortgage notes payable - CoBank; variable interest rate was 5.69% at December 31, 2019; quarterly principal payments begin September 2021 through July 2026.	\$ 58,000,000
Virginia Tobacco Commission - variable interest rate was 5.50% at December 31, 2019; principal payments begin August 2024 through August 2028.	1,500,000
Tobacco Region Revitalization Commission - zero percent interest; semi-annual principal payments through August 2023.	544,000
Diverse Power - 5.00% interest; monthly principal payments through December 2022.	149,738
SW VA Fiber - zero percent interest; monthly principal payments through July 2021.	100,277
Less current maturities	251,434
Total	<u>\$ 60,042,581</u>

The CoBank loan agreement contains restrictive covenants relating to certain financial ratios.

The Company incurred \$1,345,667 of debt issuance costs related to the CoBank loan which were capitalized during 2019. Amortization of the debt issuance costs was \$80,100 and recognized as interest expense in the consolidated statement of income.

Estimated maturities on long-term debt for the next five years are as follows:

December 31, 2020	\$ 251,434
December 31, 2021	1,677,711
December 31, 2022	3,078,870
December 31, 2023	3,036,000
December 31, 2024	4,650,000
Thereafter	47,600,000

The Company has an available revolving loan commitment with CoBank on which it may borrow up to \$12,000,000. The Company may borrow up to \$2,500,000 of the revolving loan commitment as swing line loans. At December 31, 2019, the Company had used \$2,957,502 of its revolving loan commitment for issued but undrawn letters of credit. At December 31, 2019, the Company had \$6,542,498 of available borrowings under its revolving loan commitment.

**Point Broadband, LLC and Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2019**

**Note 9 - Capital Lease Obligations**

The Company has acquired vehicles through capital lease agreements with Altec and Ford Motor Credit. Obligations under capital lease have been recorded at the present value of future minimum lease payments using interest rates from 0% to 8.39%. The capitalized cost of \$915,624 less accumulated depreciation of \$174,886 is included in property, plant, and equipment at December 31, 2019. Depreciation expense for the equipment was approximately \$123,225 in 2019.

Scheduled future minimum lease payments under capital leases together with present value of the net minimum lease payments are as follows:

**For the Years Ending**

December 31, 2020	\$ 173,803
December 31, 2021	172,208
December 31, 2022	174,831
December 31, 2023	139,663
December 31, 2024	59,713
Thereafter	14,068
Total minimum lease payments	734,286
Less amount representing interest	38,280
	696,006
Less current portion	164,743
Long-term obligation	<u>\$ 531,263</u>

**Note 10 - Contingent Liabilities**

The Company has pledged to guaranty letters of credit to cover reimbursement obligations issued to Universal Service Administrative Company related to Connect America Fund Phase II (CAF II) grants. No liability is required to be recorded by the Company. The balance of the letters of credit at December 31, 2019 were \$2,957,502.

**Note 11 - Shareholders' Equity**

The Company has raised equity capital through the issuance of common shares and preferred shares. Shares authorized, issued, and outstanding at December 31, 2019 are summarized below:

	<u>Common Stock</u>	<u>Preferred Series A</u>	<u>Preferred Series B</u>	<u>Preferred Series C</u>
Shares authorized	8,000,000	4,500,000	6,500,000	22,000,000
Shares issued and outstanding				
At December 31, 2018	6,800,000	4,121,213	6,332,489	
Shares issued during the year	1,151,515			7,776,600
At December 31, 2019	<u>7,951,515</u>	<u>4,121,213</u>	<u>6,332,489</u>	<u>7,776,600</u>

The Preferred Series A, B and C shares are convertible into 1.0 common shares. The Series A shares have a liquidation preference of \$4.71 per share. The Series B shares have a liquidation preference of \$2.53 per share. The Series C shares have a liquidation preference of \$3.00 per share.

**Point Broadband, LLC and Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2019**

In the event of a distribution of capital proceeds, the liquidation preference of the Series A, Series B, and Series C Preferred shares is applied with the following priority: First to Series C shares, second to Series A shares and Series B shares combined on a pro rata basis.

During 2018, the Company acquired 59.5% of Sunset. On March 28, 2019, the Company paid \$15,200,000 to acquire the remaining 40.5% of Sunset. Prior to the acquisition, the Company issued 1,151,515 common shares and 7,776,600 Series C shares at \$3.00 per share to purchase the remaining interests in Sunset not owned by the Company and for general corporate purposes.

**Series E Restricted Shares** - The Company has 4,500,000 shares authorized, 1,942,000 shares issued, and 1,809,500 shares outstanding at December 31, 2019. The Series E shares are non-voting restricted shares issued to employees, board members and consultants. Series E shares are granted as an award by the Board of Directors and generally vest over a 5 year period with 25% of the grant vesting 2 years after the grant date and then 25% of the grant vesting each year for the following 3 years. Each Series E unit has a floor amount which is a per share amount for which the Series E shares do not have a value unless the Company's price per share exceeds that floor amount. The floor amount for a Series E award is set by the Board of Directors when the Series E award is granted.

The number of Series E shares vested, unvested, and the floor price at December 31, 2019 is summarized below:

<b>Series E Vested</b>	<b>Series E Unvested</b>	<b>Floor Price</b>
445,875	445,875	
25,000	81,000	\$ 4.71
	322,750	1.94
	376,500	2.53
	112,500	3.00
<u>470,875</u>	<u>1,338,625</u>	

**Note 12 - New Accounting Standards**

In 2019, the Company adopted FASB Accounting Standards Update 2014-09, *Revenue from Contracts with Customers* (Topic 606). The new guidance establishes the principles to report useful information to users of financial statements about the nature, timing, and uncertainty of revenue from contracts with customers. This standard had no impact on the consolidated financial statements of the Company.

In 2019, the Company adopted the provisions of Accounting Standards Update 2016-01, *Financial Instruments*, which eliminates the requirement to disclose the fair value of financial instruments measured at amortized cost for entities that are not public business entities. This standard had no impact on the consolidated financial statements of the Company.

**Note 13 - Subsequent Events**

The Company has evaluated subsequent events through April 6, 2020, which is the date these consolidated financial statements were available to be issued. All subsequent events requiring recognition as of December 31, 2019 have been incorporated into these consolidated financial statements.

**Point Broadband, LLC and Subsidiaries**  
**Notes to the Consolidated Financial Statements**  
**December 31, 2019**

**Note 13 - Subsequent Events (continued)**

On January 30, 2020, the World Health Organization declared the coronavirus outbreak a "Public Health Emergency of International Concern" and on March 10, 2020, declared it to be a pandemic. Actions taken to help mitigate the spread of the coronavirus include restrictions on travel, quarantines in certain areas, and forced closures of certain types of public places and businesses. The coronavirus and actions taken to mitigate it could have an adverse impact on the economies and financial markets of the geographical areas in which the Company operates. There has been no immediate impact on the Company's operations. The future effect of these issues are unknown; however, the Company may experience a decline in the collectability of accounts receivable as individuals and businesses may be adversely impacted by the outbreak.

On January 31, 2020, the Company entered into an asset purchase agreement with Hagerstown Fiber Internet, LLC, New Frontiers Internet Services, Inc. and New Frontiers Telecommunications, Inc. in Hagerstown, Maryland for \$1,685,000.

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**9/29/2020 3:59:55 PM**

**in**

**Case No(s). 20-1563-CT-ACE**

Summary: Application CLEC Carrier Certification on behalf of Point Broadband Fiber Holdings, LLC electronically filed by Mrs. Terri K Firestein on behalf of Point Broadband Fiber Holdings LLC