

1. TSA CETC high-cost designation form

The Public Utilities Commission of Ohio
**TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM for
COMPETITIVE ELIGIBLE TELECOMMUNICATION CARRIER (CETC)
DESIGNATION HIGH-COST UNIVERSAL SERVICE**
**Per the Commission's 05/29/2019 "Implementation Order" in Case No. 19-0173-TP-ORD
(Effective 04/24/2020)**

In the Matter of the Application of Imagine Networks, LLC Petition for Designation as a High-Cost Rural Competitive Eligible Telecommunications Carrier.))))	TRF Docket No. 90- -TP-TRF Case No. 21 -0029-TP-UNC Note: Unless you have reserved a Case No., leave the "Case No." field BLANK.
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Name of Applicant: Imagine Networks, LLC
DBA(s) of Applicant: _____
Address of Applicant: 1100 Wayne Street, Suite 1337
Applicant's Web Address: www.imagenetworksllc.com
Contact Person(s): Josh Luthman
Contact Person's Email Address: josh@imagenetworksllc.com Phone: (937) 552-2343

Part I – Requirements:

Facilities-based Wireline applicants must obtain a Certificate of Public Convenience and Necessity in Ohio prior to applying for CETC Designation.

Facilities-based Wireless applicants must register as a Wireless Service Provider in Ohio prior to applying for CETC Designation.

Part II – Requirements:

Demonstration of Rural Telephone Company Status

The Carrier provides that it meets at least one of the following four criteria for rural telephone status (**check at least one**) consistent with the Communications Act of 1934, as amended (SEC 3 [47 USC § 153(44)]).

Section 3 [47 USC § 153(44)] states that the term "rural telephone company" means a local exchange carrier operating to the extent that such entity:

- ☐ (A) provides common carrier service to any local exchange carrier study area that does not include either –
 - (i) any incorporated place of 10,000 inhabitants or more, or any part thereof, based on the most recently available population statistics of the Bureau of the Census; or
 - (ii) any territory, incorporated or unincorporated, included in an urbanized area, as defined by the Bureau of Census as of August 10, 1993;
- ☐ (B) provides telephone exchange service, including exchange access, to fewer than 50,000 access lines;
- ☐ (C) provides telephone exchange service to any local exchange carrier study area with fewer than 100,000 access
- ☐ (D) has less than 15 percent of its access lines in communities of more than 50,000 on the date of enactment of the Telecommunications Act of 1996.

If the carrier checks any letter other than "B" or "C" above, it must attach supporting documentation to this application demonstrating how it meets the criteria delineated in either "A" or "D."

FCC Required Services – 47 C.F.R. §54.101

- ☒ The carrier provides that it is capable of providing the following services supported by the federal universal service fund.
- Voice grade access to the public switched network or its functional equivalent;
 - Minutes of use for local service at no additional charge to end users;
 - Access to emergency services, including 911 and enhanced 911; and
 - Toll limitation for qualifying low-income customers

Facilities – 47 C.F.R. §54.201(d)(1)

The carrier will offer the services that are supported by the federal universal service support mechanism under subpart B of 47 C.F.R. §54 and section 254(c) of the Communications Act of 1934, as amended, with either:

- ☒ Its own facilities;
- ☐ Its own facilities (which includes the purchase of unbundled network elements);
- ☐ Its own facilities and resale of another carrier's services; or
- ☐ Its own facilities (which include the purchase of unbundled network elements) and resale.

Advertising – 47 C.F.R. §54.201(d)(2)

- ☒ The carrier will advertise the availability of supported services and the rates in a print media of general circulation throughout its service territory.

Public Interest Standard – 47 C.F.R. §54.202(b)

Determination of the public interest standard will be evaluated on a case-by-case basis, taking into consideration the increased customer choice. In the case of an applicant seeking designation below the study area level of a rural telephone company, a cream-skimming analysis may be appropriate; comparing the population density of each wire center in which the applicant seeks designation against that of the wire centers in the study area which the applicant does not seek designation, as well as other determining factors.

CETC requirements – 47 C.F.R. §54.202(a) and [§54.320(b)].

In order to be designated an eligible telecommunications carrier under section 214(e)(6), the carrier's application must:

- ☒ Certify that it will comply with the service requirements applicable to the support that it receives [§54.202(a)(1)(i)].
- ☒ Submit a five-year plan[§54.202(a)(1)(ii)].
- ☒ Remain functional in emergency situations[§54.202(a)(2)].
- ☒ Commit to satisfy applicable consumer protection and service quality standards. A Wireless applicant's commitment to comply with the Cellular Telecommunications and Internet Associations' Consumer Code for Wireless Service will satisfy this requirement. Other commitments will be evaluated on a case-by-case basis [§54.202(a)(3)].
- ☒ Retain all records required to demonstrate to auditors that the support received was consistent with the universal service high-cost program rules. This documentation must be maintained for at least ten years from the receipt of funding[§54.320(b)].

Part III – Exhibits

The following exhibits are required for all filings:

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	5-year plan specifically detailing proposed improvements or upgrades to applicant's network throughout its proposed designated service area: <ul style="list-style-type: none">• Estimate the specific areas where the improvements will be made; and• Estimate the population that will be served as a result of the improvements.
<input checked="" type="checkbox"/>	Exhibit B	Demonstrate the ability to remain functional in emergency situations, including a demonstration that the carrier: <ul style="list-style-type: none">• has a reasonable amount of back-up power to ensure functionality without an external power source;• is able to reroute traffic around damaged facilities; and• is capable is managing traffic spikes resulting from emergency situations.
<input checked="" type="checkbox"/>	Exhibit C	Public Interest Standard – Please explain customer benefits or unique advantages.
<input checked="" type="checkbox"/>	Exhibit D	Please provide proposed advertising language, a copy of all advertising material and indicate the type of media to be employed.

Part IV – Attestation

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

AFFIDAVIT


Compliance with Commission Rules

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

I attest that this petition complies with all applicable rules for the State of Ohio. I understand that this petition does not imply Commission approval and that the Commission's rules, as modified and clarified from time to time, supersede any contradictory provisions in this petition. 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 declare under penalty of perjury that the foregoing is true and correct.


Executed on Click here to enter text. at Click here to enter text.

 President 4/9/2021
*Signature and Title Date

**This affidavit is required. It may be signed by counsel, an officer of the applicant or an authorized agent of the applicant.*

VERIFICATION

I, _____, verify that I have utilized the Supplemental Application for petition for Designation as a Competitive Eligible Telecommunications Carrier for High-Cost Universal Service provided by the Commission and all of the information here, and all additional information submitted in connection with this petition, is true and correct to the best of my knowledge.

*(Signature and Title)  President (Date) 4/9/2021

**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.*

Make such filing electronically as directed in Case No 06-900-AU-WVR

Or

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

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

Exhibit A

5 Year Plan

Imagine Networks (“Imagine”), a network operator in Western Ohio, has been provisionally assigned support from the Rural Digital Opportunity Fund to deliver broadband to 872 eligible service locations. These service locations exist inside 11 Census Block Groups (“CBG”s) within 3 counties in Ohio. With over 15 years as a telecommunications provider, Imagine Networks has brought broadband internet and voice to thousands of customers across Ohio. Imagine Networks has always recognized the need for rural broadband access and, with additional funding through RDOF, will continue to fill this need. RDOF funding awards require construction to be completed beyond the five year timeframe requested, however, Imagine Networks anticipates completing its RDOF construction well before the FCC timeline dictates. Imagine notes that the FCC has waived the 5 year planning requirement for RDOF awards. PUCO is following the FCC's waiver.

Exhibit B

Emergency Situation Functionality

Imagine Networks will provision service with sufficient back-up power to remain functional without an external power source in emergency situations. Imagine Networks is able to re-route traffic around damaged facilities and will be able to manage traffic spikes resulting from emergency situations. Applicant uses battery back-up power in the field and battery backup power at its NOC for broadband internet service.

Imagine Networks' VoIP service requires an Internet Protocol (IP) connection to the Company's network or public Internet and 120VAC power to function. In the event of a failure of the IP connection or the local AC power, the service, including the E911 feature, will not function. Upon activation of a customer, Imagine Networks will provide the customer with a notification containing clear instructions on the use of emergency services.

Imagine Networks' VoIP service is not specifically used as a nomadic device. Customers can, through mobile applications, move the device to different locations. The end users registered service address is the only location at which the subscriber is authorized to use the service. The service will work if the device is moved to another location within the US and connected to a public internet connection; however, this is only authorized when the subscriber updates their service address prior to using the service at the new location by calling the Company's customer service number 877 677-0001.

Imagine Networks service includes enhanced 911 services (E911). When service is initially provisioned, and any time the subscriber's service address is updated, the service location is automatically transmitted to a third party E911 provider who geocodes the address, associates it with a local Public Safety Answering Point (PSAP), provides an electronic positive affirmation that the address was properly geocoded, and stores the record on our behalf. When a subscriber dials 911, the call is routed to the third party 911 provider and then from there to the local PSAP. The location information is transmitted in the call signaling to the local PSAP, and is visible to the operator in E911 enabled PSAPs. In jurisdictions where an E911 service fee is imposed on Interconnected VoIP Services by law, the fee is passed through to the end user and remitted to the local authority in accordance with applicable policy.

Exhibit C
Public Interest Standard

Designation of Imagine Networks as an ETC will serve the public interest by facilitating the FCC's goal of developing voice and broadband networks in rural, high-cost areas. Under the 1996 Act, "upon request and consistent with the public interest, convenience and necessity" the Commission shall "designate more than one common carrier as an eligible telecommunications carrier for a service area designated" by the Commission. Before such a designation, the Commission shall find that the designation is in the public interest. In its 2005 ETC Order, the FCC determined that the benefits of increased consumer choice, and the unique advantages of the applicant's service offering are components of a public interest analysis.

Expedited designation of Imagine Networks will serve the public interest by ensuring that the company is eligible to receive federal USF support, including through the FCC's high-cost programs. Imagine Networks will use this funding to directly advance the FCC's goal of deploying voice and broadband-capable networks in rural, high-cost areas while ensuring that rural consumers and anchor institutions benefit from innovations in communications technology. In particular, Imagine Networks will use federal USF support to expand access to high-speed, high-quality broadband and voice provided through interconnected VoIP and fiber optic networks for residents of rural Ohio. These advanced communications services will provide important connectivity to consumers, businesses, and community anchor institutions, including rural schools, libraries and medical facilities and are a unique alternative to services provided by traditional wireline carriers within the Company's designated service area.

Designation of Imagine Networks as an ETC is also in the public interest because it will promote increased competitive choice, thereby increasing innovation and incenting other carriers to improve their existing networks in order to remain competitive. This will result in greater access to high-speed broadband and voice services, as well as improved service quality for residents of underserved communities in RDOF-eligible areas of Ohio. Imagine Networks' services will provide consumers with additional choices in communications service providers, as well as a variety of service offerings at competitive rates.

Exhibit D
Advertising Materials

Advertising materials are still in development, but Imagine intends on using the postcard below as the initial method of contacting prospective Lifeline customers. It will be sent to serviceable addresses upon completion of the relevant portions of Imagine's network. In addition, advertisements will be placed in local newspapers using the postcard as a model.



The postcard features the Imagine Networks logo in the top left, which includes a stylized 'i' with a yellow dot above it, followed by 'MAGINE' in large white letters and 'NETWORKS' in smaller white letters below. To the right of the logo is the tagline 'Ingenuity. Integrity. Innovation.' in yellow and blue. The main body of the postcard has a dark blue background with white text. It describes Imagine Networks as a telecommunications provider eligible for Federal Lifeline assistance and offers a discounted digital phone service. It lists qualifying criteria for households, including participation in SNAP, Medicaid, SSI, Veterans and Survivors Pension Benefit, Federal Public Housing, and income at or below 135% of the federal poverty level. It also provides a link to the FCC's Lifeline Program and the company's contact information at the bottom.

Imagine Networks™
Ingenuity. Integrity. Innovation.

Imagine Networks is a telecommunications provider who provides basic and enhanced services within its service territory, including services supported by the Federal Universal Service fund and is eligible for Federal Lifeline assistance.

We offer a discounted digital phone service to make calling more affordable to qualified consumers. Lifeline qualified consumers may be eligible to receive a discount on either digital phone or broadband internet service.

To qualify, a household must participate in one of the following:

- *Supplemental Nutrition Assistance Program (SNAP, formerly known as Food Stamps)
- *Medicaid
- *Supplemental Security Income (SSI)
- *Veterans and Survivors Pension Benefit
- *Federal Public Housing
- *Income at or below 135% of the federal poverty level

To learn more about the lifeline program and discounts you may be eligible to receive, visit the FCC's Lifeline Program at:
<https://www.fcc.gov/consumers/guides/lifeline-support-affordable-communications>

Imagine Networks || 1100 Wayne Street || Suite 1337 || Troy, OH 45373 || 866-937-1337 || imaginenetworksllc.com

Imagine is developing a Lifeline landing page for its website. It will contain the following terms and conditions in addition to a sign-up page to determine eligibility.

The Lifeline Service Program ("Lifeline") is a federally funded program established to provide monthly assistance to low income households. The program is available to qualified low-income consumers and provides a discount on the qualified customer's monthly service.

To participate in the program, customer's must either have an income that is at or below 135% of the federal Poverty Guidelines, or participate in certain assistance programs. You can see if you are eligible with the Lifeline Eligibility Pre-Screening Tool on the Universal Service Administrative website at www.lifelinesupport.org.

I. Lifeline Program

- a. Qualified Imagine Networks customers may receive a Lifeline discount on their voice service, broadband service, or as part of a bundled voice and broadband package. Terms and conditions of service are located at: <https://www.inxwireless.com/legal>. Once an application has been processed and accepted, a qualified Lifeline customer will have the Lifeline subsidy applied to their selected service.
- b. The Federal credit amount provided to qualified Lifeline subscribers will be the maximum amount authorized by the FCC.
- c. FCC rules prohibit more than one Lifeline service per household. The definition of a "household" is anyone living at an address (including children, relatives, people not related to the account holder, etc.) who share income(s) and household expenses. A household is not permitted to receive lifeline benefits from multiple providers.

II. Eligibility

- a. To qualify for Lifeline service, a subscriber must meet certain state and federal eligibility requirements. These requirements are determined by the state in which the customer resides. These state and federal eligibility requirements include program-based eligibility or income-based eligibility.
- b. Program Based Eligibility. To be eligible for Lifeline services, individuals or families must show a card, letter, or official document as proof that they participate in and receive benefits under one of the following public assistance programs:
 - i. Medicaid
 - ii. Supplemental Nutrition Assistance Program (Food Stamps or SNAP)
 - iii. Supplemental Security Income
 - iv. Federal Public Housing Assistance (FPHA/Section 8)
- c. Income Based Eligibility. Consumers may also qualify for Lifeline services under the income-based eligibility criteria, if their total combined household income is at or below 135% of Federal Poverty Guidelines.

III. Application

- a. Customers can apply for the Imagine Networks Lifeline program by: completing and submitting the application available on our website at: www.ImagineNetworksisp.com/lifeline. Customers must provide the supporting documentation that they meet the eligibility requirements; and certifying, under penalty of perjury, that they:
 - i. Are eligible for and currently receive benefits from the public assistance program(s) identified in the application form, or that they have income at or below the designated poverty level.
 - ii. Do not currently receive Lifeline support serving their household and no other resident in their household participates in the Lifeline program.
 - iii. Have reviewed the information contained in their application and it is true and correct to the best of their knowledge and belief, and that they understand that

providing false or fraudulent information to obtain Lifeline benefits is punishable by law.

- b. If a subscriber is applying based on state or federal program-based eligibility, they will be required to provide a copy of a document or program card showing proof of their participation in the qualifying program (Section II. b. Program Based Eligibility). This document or card must include the participant's name, address, program name and effective date of the award. For example, if you are eligible for the Lifeline program because you participate in the Medicaid program, you will need to submit a copy of your Medicaid benefit card with your application.
- c. If a subscriber is applying based on their household income being at or below 135% of the Federal Poverty Guidelines, they must provide Imagine Networks with income documentation. Acceptable documentation includes: current income statement from an employer; prior year's federal income tax return; a Social Security statement of benefits; a Veterans Administration statement of benefits; a retirement or pension statement of benefits; an Unemployment or Workers' Compensation statement of benefits; a federal notice letter of participation in General Assistance; a divorce decree; a child support award; or other official document containing income information.
- d. A customer's application for Lifeline services will be evaluated by Imagine Networks and/or any applicable state or federal agencies to confirm and verify the customer's eligibility to receive the Lifeline support. Once approved, the Lifeline subsidy shall be applied to the customer's account on the first billing cycle after their acceptance into the program. No refunds will be provided for charges prior to enrollment and approval of the program.
- e. The Lifeline program is administered by the Universal Service Administrative Company ("USAC") and in some states by state agencies. By applying for Lifeline services, a subscriber consents and agrees to the disclosure of any and all information submitted by the subscriber to USAC, USAC's agents, the National Lifeline Accountability Database and/or applicable state agencies to ensure the proper administration of the Lifeline program, and failure to provide such consent will result in the subscriber being denied the Lifeline service.

IV. Restrictions and Requirements

- a. Lifeline Service Areas. Imagine Networks Lifeline services are only available for activation by subscribers who reside in certain census blocks in which Imagine Networks has been designated an Eligible Telecommunications Carrier ("ETC"). To receive a subsidized Lifeline discount, a subscriber's principal residence address must be within a designated census block in a Imagine Networks ETC service area. Subscribers should call 877 677-0001 to check whether they reside in an eligible area.
- b. Toll Calls. Imagine Networks does not allow calls to 900, 976, and 1010 number and will not accept collect calls. Customers can utilize 911 and 411 services as part of a customer's local and long-distance services. International services are not available.
- c. Nontransferable and Non-assignable. Eligibility for Imagine Networks Lifeline services is personal and relates to the subscriber individually. Lifeline customers may not transfer to any third party, including a third party that is eligible for Lifeline services, any of the customer's rights or benefits received under the Lifeline services.
- d. Changes to Eligibility. A qualified customer receiving Lifeline services must notify Imagine Networks by submitting a Lifeline Change Notification/Request Form (available on our web site at: <https://www.inxwireless.com>) within 30 days if they no longer qualify for any of the public assistance programs identified in their application form, no longer meet the criteria for income eligibility, if another member of their household receives Lifeline benefits, or if they no longer qualify for Lifeline services for any other reason. Once a customer informs Imagine Networks that they are no longer eligible for Lifeline services, Imagine Networks shall unenroll the customer for

Lifeline services and discontinue the customer's Lifeline discount as of the first billing cycle following the effective date of the loss of benefits.

e. Change of Address. A qualified customer receiving Lifeline services must notify Imagine Networks by submitting a Lifeline Change Notification/Request Form (available on our web site at: <https://www.inxwireless.com/legal>) within 30 days of any change of address. Continued service by Imagine Networks upon a change of service address is subject to availability of service at the new address and continued receipt of the Lifeline subsidy from Imagine Networks is subject to the location of the new service address. A change of service address that is not serviceable by Imagine Networks may be subject to an early termination fee upon disconnect.

f. Annual Recertification. Imagine Networks customers receiving Lifeline services must certify annually that 1) they are still eligible to receive the Lifeline subsidy and 2) no one else in the household is receiving Lifeline services. If the re-certification process is not completed prior to the expiration of the one-year anniversary of the last approved certification they will lose, their Lifeline discount.

g. Unenrollment. If Imagine Networks determines during the re-certification process, or at any other time, that a customer fails to continue to qualify for Lifeline services, such customer will immediately be deemed ineligible to participate in the Lifeline service and will be unenrolled from the Lifeline service. If a qualified customer fails to complete their recertification by the deadline, they will be unenrolled from Lifeline service. A customer may choose to voluntarily unenroll from the Lifeline service at any time by submitting a Lifeline Change Notification/Request Form (available on our web site at: <https://www.inxwireless.com/legal>) Upon unenrollment from the Lifeline program for any reason, the customer shall no longer receive the Lifeline discount as of the first billing cycle following the effective date of their unenrollment. Unenrollment from Lifeline Services for any reason will not terminate a customer's service with Imagine Networks and termination of a customer's Imagine Networks broadband Internet service may be subject to an early termination fee.

h. Right to Terminate Service. Imagine Networks reserves the right to cancel the enrollment of any customer and/or permanently deactivate any customer's service for fraud, misrepresentation or other misconduct as determined solely by the Company. Customer agrees Imagine Networks' service will not be used for any other purpose that is not allowed by this agreement, the terms and conditions of Imagine Networks' voice service, or that is illegal. Imagine Networks can, without notice, limit, suspend or end a customer's service and unenroll a customer from Lifeline services for violating this provision or for any other good cause.

2. Spreadsheet of awarded census blocks. The rate centers are:

Casstown

Conover

Fletcher

New Carlisle

Piqua

St Paris

Sidney

Sydney

Tipp City

Troy

All are served by Frontier as the ILEC.

[illegible]

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391093653011005, Imagine Networks, 50, 1, 1000, 1000, 1
391093650002042, Imagine Networks, 50, 1, 1000, 1000, 1
391093650002018, Imagine Networks, 50, 1, 1000, 1000, 1

3. The FCC list is accurate, 872 locations in 127 census blocks.

4. Ohio footprint in spreadsheet form

Census block	homes/ business	Download Mbps	Upload Mbps	Broadband customers	VoIP Customers
39109300100	70	6	1	29	28
39109300100	70	12	2	20	19
39109300100	70	2	0.5	11	11
39109300100	70	25	4	7	7
39109300100	70	50	4	1	0
39109390100	70	12	2	106	102
39109390100	70	6	1	62	58
39109390100	70	25	4	28	28
39109390100	70	2	0.5	19	19
39109390100	70	10	0.5	3	3
39109390100	70	1	0.375	2	2
39109365101	70	2	0.5	3	3
39109365101	70	25	4	6	6
39109365101	70	12	2	20	20
39109365101	70	6	1	12	12
39109365301	70	12	2	2	2
39109365301	70	30	5	1	0
39109365301	70	20	20	1	0
39109365301	70	25	4	2	2
39109365301	70	6	1	1	1
39109365301	30	25	4	11	11
39109365301	50	150	150	7	7
39109365301	50	500	500	9	9
39109365301	50	1000	1000	5	5
39109315100	70	10	10	1	0
39109315002	70	10	10	1	0
39109315002	70	2	0.5	3	3
39109315002	70	12	2	4	4
39109315002	70	25	4	2	2
39113110100	70	6	1	1	0
39113110100	70	20	10	1	0
39149971800	70	12	2	1	0
39149971700	70	2	0.5	1	0
39149971700	70	6	1	1	1
39109365200	70	2	0.5	1	0
39109365200	70	12	2	1	0
39109380100	70	6	1	3	3
39109380100	70	12	2	5	5
39109380100	70	25	4	5	5
39149972200	70	12	2	20	19
39149972200	70	6	1	19	19
39149972200	70	25	4	6	6
39149972200	70	2	0.5	1	1
39109340100	70	6	1	2	2
39109340100	70	25	4	4	4

39109340100	70	12	2	2	2
39109365302	70	4	4	1	0
39109365302	70	2	0.5	1	0
39109365302	70	25	4	2	2
39109365302	70	12	2	1	1
39023002601	70	6	1	3	2
39023002601	70	12	2	9	8
39023002601	70	25	4	3	3
39109365102	70	6	1	6	5
39109365102	70	2	0.5	2	2
39109365102	70	12	2	4	4
39109365102	70	25	4	1	1
39021010200	70	6	1	4	4
39021010200	70	12	2	6	6
39021010200	70	25	4	5	5
39109350100	70	6	1	2	2
39109350100	70	12	2	9	9
39109350100	70	2	0.5	2	2
39109350100	70	25	4	2	2
39109330100	70	12	2	3	3
39109330100	70	25	4	1	1
39109330100	70	6	1	3	3
39109365000	70	25	4	2	2
39109365000	70	12	2	7	7
39109365000	70	2	0.5	1	1
39109365000	70	6	1	2	2
39149971400	70	12	2	4	4
39149971400	70	6	1	2	2
39149971400	70	25	4	3	3
39011041100	70	12	2	1	1
39057210100	70	10	10	1	0
39109320100	70	12	2	7	7
39109320100	70	6	1	2	2
39109320100	70	25	4	1	1
39113080700	70	20	20	1	0
39149972300	70	25	4	2	2
39149972300	70	6	1	1	1
39149971600	70	2	0.5	1	1

5. Imagine received no complaints by customers filed at PUCO or the FCC during 2020. Imagine routinely receives service requests from customers for issues with internet speeds or functionality, but these would be categorized as a "complaint." All service tickets are responded to within 24 hours and completed as soon as possible depending on the type of issue and method of resolution. Since 2016, Imagine has only received one actual customer complaint and it was resolved in the normal course of business.

6. On page 4, the application lists pricing for voice services only- \$19.95 if bundled with broadband, \$30 if not. A VoIP mobile phone app will be available at Imagine's cost from the developer- \$10/month. Broadband pricing is not included in the narrative and has not yet been determined for the RDOF award areas. Pricing will be roughly consistent with those found on Imagine's website here: <https://www.inxwireless.com/residential-internet.php> but the speeds will be higher reflecting the RDOF awarded speed tiers. The minimum price will be \$54.95 and maximum will be \$94.95.

7. Attached are the Ohio Secretary of State Certification, Certificate of Good Standing, and Department of Taxation registration



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

Receipt

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

PAUL DEITZ
11750 FAIR ROAD
SIDNEY, OH 45365

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1662488

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

IMAGINE NETWORKS, LLC

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

Document(s)

ARTICLES OF ORGANIZATION/DOM. LLC

Document No(s):

200633102194



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

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

J. Kenneth Blackwell
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Ohio Secretary of State

Central Ohio: (614) 466-3910

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Expedite this Form: (Select One)

Mail Form to one of the Following:

☐ Yes PO Box 1390
Columbus, OH 43216

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

☒ No PO Box 670
Columbus, OH 43216

ORGANIZATION / REGISTRATION OF LIMITED LIABILITY COMPANY

(Domestic or Foreign)

Filing Fee \$125.00

THE UNDERSIGNED DESIRING TO FILE A:

(CHECK ONLY ONE (1) BOX)

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

Complete the general information in this section for the box checked above.

Name Imagine Networks, LLC

☐ Check here if additional provisions are attached

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

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

Effective Date (Optional) _____ Date specified can be no more than 90 days after date of filing. If a date is specified,
(mm/dd/yyyy) the date must be a date on or after the date of filing.

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

Purpose
(Optional) _____

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

(Optional)
(Name) _____
(Street) _____
(City) _____ (State) _____ (Zip Code) _____

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

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

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member, manager or representative of

Imagine Networks, LLC

(name of limited liability company)

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

Dustin Springman

(Name of Agent)

2105 Needmore Road Suite B

(Street)

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

Dayton

(City)

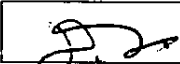
Ohio

(State)

45414

(Zip Code)

Must be authenticated by an
authorized representative



Authorized Representative

11.7.06

Date



Authorized Representative



Date

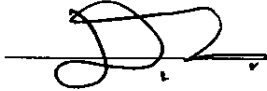
ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for

Imagine Networks, LLC

(name of limited liability company)

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



(Agent's signature)

PLEASE SIGN PAGE (3) AND SUBMIT COMPLETED DOCUMENT

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

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

(Name)

(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

(City) _____ (State) _____ (Zip Code)

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

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

(Name)

(Street) **NOTE: P.O. Box Addresses are NOT acceptable.**

(City) Ohio _____
(State) (Zip Code)

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

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

REQUIRED

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

Authorized Representative

Dustin Springman

(Print Name)

11.7.00
Date

Authorized Representative

(Print Name)

Date

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

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

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

ARTICLE I

DEFINITIONS

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

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

8. Capital Contribution___Any contribution of Property, or the obligation to contribute Property made by or on behalf of a Member or Assignee.

9. Class A member___An Initial Member, Substitute Member, or Additional Member possessing one or more Class A Shares of Interest and as reflected as a Class A Member on attached Exhibit A.

10. Class A shares of Interest___Units of interest of Class A Members which entitle such Class A Members to such rights in the Distributions (liquidating or otherwise) and allocations of the profits, losses, gains, deductions and credits of the Company as are more specifically set forth in this Operating Agreement.

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

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

13. Code___The Internal Revenue Code of 1986 as amended from time to time.

14. Commitment___The Capital Contributions that a Member or Assignee is obligated to make.

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

16. Company Liability___Any enforceable debt or obligation for which the Company is liable or which is secured by any Company Property.

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

of any Taxable Year equals: the sum of Nonrecourse Deductions allocated to that Member (and to that Member's predecessors in interest) up to that time and the distributions made to that Member (and to that Member's predecessors in interest) up to that time of proceeds of a nonrecourse liability allocable to an increase in Company Minimum Gain minus the sum of that Member's (and that Member's predecessors' in interest) aggregate share of the net of Company Property subject to one or more Company Nonrecourse Liabilities. Notwithstanding any provision to the contrary contained herein, Members' shares of Company Minimum Gain are intended to and shall be computed in accordance with 704 of the Code and the Regulations issued hereunder, as the same may be issued and interpreted from time to time.

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

19. Company Property___Any Property owned by the Company.

20. Distribution___A transfer of Property to a Member on account of a Membership Interest as described in Article IX.

21. Disposition (Dispose)___Any sale , assignment, transfer, Exchange, gift, mortgage, pledge, grant, hypothecation, or other transfer, including a distribution of assets in kind among the Members, absolute or as security or encumbrance (including disposition by operation of law).

22. Disassociation___Any action which causes a Person to cease to be a Member as described in Article XII below.

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

24. Effective Date November 1, 2006.

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

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

27. Initial Members___Those persons who did execute the initial Operating Agreement.

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

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

30. Managing Member___A Member selected to manage the affairs of the Company under Article VII below.

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

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

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

34. Membership Interest___The rights of a Member or, in the case of an Assignee, the rights of the assigning Member in Distribution (liquidating or otherwise) and allocations of the profits, losses, gains, deductions, and credits of the Company.

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

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

37. Nonrecourse Liabilities___Nonrecourse liabilities include Company Nonrecourse Liabilities and Member Nonrecourse Liabilities.

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

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

40. Operating Agreement___this Operating Agreement, including all admission agreements and amendments adopted in accordance with Operating Agreement and the Act.

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

42. Organization Expenses___Those expenses incurred in the organization of the Company including the costs of preparation of the Operating Agreement and Articles.

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

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

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

46. Real Estate___The real property described in attached Exhibit C.
47. Regulations___Except where the context indicates otherwise, the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be lawfully changed from time to time.
48. Related Person___A person having a relationship to a Member that is described in 1.752-4(b) of the Regulations.
49. Resignation___The act by which a Managing Member ceases to be a Managing Member.
50. Substitute Member___An Assignee who has been admitted to all of the rights of membership pursuant to the Operating Agreement.
51. Taxable Year___The taxable year of the Company as determined pursuant to 706 of the Code.
52. Taxing Jurisdiction___Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

Article II

FORMATION

1. Organization___The Members recognize that Joshua Luthman, and two other original Members of the Company, organized the Company as an Ohio Limited liability company effective November 1, 2006, pursuant to the provisions of the Act.
2. Agreement___For and in consideration of the mutual covenants contained in this agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Members executing this Operating Agreement agree to the terms and conditions of the Operating Agreement, as it may from time to time be amended according to its terms. It is the express intention of the Members that the Operating Agreement shall be the sole source of agreement of the parties, and, except to the extent a provision of the Operating Agreement expressly incorporated federal income tax rules by reference to sections of the Code or Regulations or is expressly prohibited or ineffective under the Act, the Operating Agreement shall govern, even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of the Operating Agreement is prohibited or ineffective under the Act, the Operating Agreement shall be considered amended to the smallest degree possible in order to make the agreement effective under the Act. In the event the Act is subsequently amended or interpreted in such a way to make any provision of the Operating Agreement

that was formerly invalid valid, such provisions shall be considered to be valid from the effective date of such interpretation or amendment.

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

4. Effective date___This Operating Agreement shall become effective as of the Effective Date.

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

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

7. Principal Office___The Principal Office of the Company shall be located at 1100 Wayne St., Ste 1337, Troy, Ohio 45373.

ARTICLE III

NATURE OF BUSINESS

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

ARTICLE V

ACCOUNTING AND RECORDS

1. Records to be Maintained____The Company shall maintain the following records at the Principal Office.

- 1.1 A current list of the full name and last known business or residence address of each Member, in alphabetical order;
- 1.2 A copy of the articles of organization and certificate of organization, and all amendments thereto and executed copies of any powers of attorney pursuant to which the articles or the amendments have been executed;
- 1.3 Copies of the Company's federal, foreign, state and local income tax returns and reports, if any, for the three most recent years;
- 1.4 Copies of the Operating Agreement including all amendments and executed copies of any written powers of attorney pursuant to which the operating agreement and the amendments have been executed;
- 1.5 Copies of any financial statements of the Company for the three most recent years;
- 1.6 A writing setting forth the following;
 - 1.6.1 The amount of cash and a description and statement of the agreed value of the other property or services contributed by each Member and which each Member has agreed to contribute;
 - 1.6.2 The times at which or events on the happening of which any additional Commitments agreed to be made by each Member are to be made.
 - 1.6.3 Any right of a Member to receive, or of the Company to make, distributions to a Member which include a return of all or any part of the Member's Capital Contributions; and
 - 1.6.4 Any events upon the happening of which the Company is to be dissolved and its affairs wound up.

2. Reports to Members:

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

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

3. Accounts____ The Managing Members shall maintain a record of Capital Account for each Member in accordance with Article VIII.

ARTICLE V

NAMES AND ADDRESSES OF MEMBERS

The names and addresses of the Members are as reflected on attached Exhibit A and made a part of this agreement. Furthermore, Exhibit A shall be amended from time to

time to reflect the names and addresses of all Members as well as their respective interests in the Company.

ARTICLE VI

RIGHTS AND DUTIES OF MEMBERS

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

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

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

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

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

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

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

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

6. Conflicts of Interest.

6.1 A Member, including a Managing Member, shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that some of the members may enter into transactions that are similar to the transactions into which the Company may enter. Notwithstanding the above, Members shall account to the Company and hold as trustee for it any property, profit, or benefit derived by the Member, without the consent of the other Members, in the conduct and winding up of the Company business or from a use or appropriation by the Member of Company property.

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

7. Meetings of Members.

7.1 The Members may by resolution prescribe the time and place for the holding of regular annual meetings and may provide that the adoption of such resolution shall constitute Notice of such annual meetings. If the Members do not prescribe the time and place for the holding of annual meetings, such annual meetings shall be held at the time and place specified by the Managing Member in the Notice of each such regular meeting.

7.2 Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Managing Members, a Majority of Class A Members or a Majority of Class B Members.

7.3 Written or telephonic Notice stating the place, date and time of any meeting and, in case of a special meeting, the purposes for which such special meeting is called, shall be delivered at least three days before the date of any such meeting, either personally or by mail, by or at the direction of the Managing Members to each Member of record entitled to vote at such meeting. When all the Members of the Company are present at any meeting, or if those who are not present sign in writing a waiver of Notice of such meeting, or subsequently ratify all of the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and Notice had been given.

7.4 At any meeting of the Members, both a Majority of the Class A Members and a Majority of the Class B Members, represented in person or by proxy, shall be required in order to constitute a quorum at a meeting of Members. If less than the Majorities are represented at a meeting, a majority of the interests so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to result in less than a quorum present.

7.5 At all meetings of Members, a Member may vote by proxy executed in writing by the member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Managing Members of the Company before or at the time of the meeting.

7.6 A Member of the Company who is present at a meeting of the Members at which action on any matters is taken shall be presumed to have assented to such action taken, unless the Member's dissent shall be entered in the minutes of the meeting or unless the Member's dissent shall be entered in the minutes of the meeting or unless the Member shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the meeting immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Member who voted in favor of such action.

7.7 Unless otherwise provided by law, any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, consenting to the action so taken, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof. Members of the Company may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matters to be voted upon. Participating in a meeting pursuant to this section shall constitute presence in person at such meeting.

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

8.1 In the event such a dispute or claim arises, each Member shall be entitled to appoint one nominee. The nominees will then collectively meet and by majority agreement shall appoint one arbitrator.

8.2 The arbitrator, when duly appointed, shall have access to all books and records of the Company and shall have the right to examine all of its accounts, notes, securities, books, inventories, assets and equipment; to hear evidence of the Members and other witnesses; to make any accounting necessary and to do all things fully and completely to enable him or her to make a fair and full settlement of the matters in arbitration.

8.3 When the arbitrator has passed upon matters in dispute between the Members, he or she shall notify each Member in writing of his or her decision. The arbitrator's decision shall be final and binding upon the parties, subject to any rights pursuant to Ohio law.

8.4 The arbitrator's decision shall include a final award of arbitrator's fees and administrative costs of the arbitration, and shall impose such fees and costs totally, or divided, as the arbitrator deems appropriate, among the parties.

8.5 Notwithstanding the above, each party shall pay their own attorney fees and all costs related to the attendance and testimony of their own witnesses and the preparation and submission of evidence and exhibits, if any.

ARTICLE VII

MANAGING MEMBERS

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

Joshua Luthman

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

2.1 The Dissociation of such Managing Members.

2.2 Removal of the Managing Members.

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

3.1 The institutions, prosecution and defense of any Proceeding in the Company's name.

3.2 The purchase, receipt, lease or other acquisition, ownership, holding, improvement, use and other dealing with, Property, wherever located;

3.3 The sale, conveyance, mortgage, pledge, lease, exchange, and other disposition of Property, but only in the ordinary course of business and only if less than all or substantially all of the Company's Property.

3.4 The entering into of contracts and guaranties; incurring of liabilities; borrowing of money; issuance of notes, bonds, and other obligations; and the securing of any of its obligations by mortgage or pledge of any of its Property or income;

3.5 The lending of money, investment and reinvestment of the Company's funds, and receipt and holding of Property as security for repayment, including, without limitation, the lending of money to, and otherwise helping Members, officers, employees, and agents;

3.6 The conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company within or without the State;

3.7 The appointment of employees and agents of the Company, the defining of their duties, the establishment of their compensation;

3.8 The payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Members, employees, and agents of the Company.

3.9 The making of donations to the public welfare or for religious, charitable, scientific, literary or educational purposes;

3.10 The payment of a donation, or any other act that furthers the business and affairs of the Company;

3.11 The payment of compensation, or additional compensation to any or all Members, and employees on account of services previously rendered to the limited liability company, whether or not an agreement to pay such compensation was made before such services were rendered.

3.12 The participation of Members or any other Person;

3.13 The participation in partnership agreements, joint ventures, or other association of any kind with any person or persons;

3.14 The indemnification of Members or any other Person;

3.15 The execution and delivery of any instrument on behalf of evidence of indebtedness, lease agreement, security agreement, financing statement, contract of sale, or other instrument purposing to convey or encumber, in whole or in part, any or all of the assets of the Company, at any time held in its name, or any receipt or compromise or settlement agreement with respect to the accounts receivable on claims of the Company; and no other signature shall be required for any such instrument to be valid, binding and enforceable against the Company in accordance with its terms. Any person dealing the Company or its Managing Members or Members may rely upon the certificate signed by the Managing Members as to:

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

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

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

6. Managing Members' Standard of Care___The Managing Members' duty of care in the discharge of the Managing Members' duties to the Company and the other Members is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging their duties, the Managing

Members shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements by any of its Members or agents, or by any other person, as to matters the Managing Members reasonable believe are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

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

ARTICLE VIII

CONTRIBUTIONS AND CAPITAL ACCOUNTS

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

2. Maintenance of Capital Accounts___The Company shall establish and maintain Capital Accounts for each member and Assignee. Each Member's Captial Account shall be increased by; (1) The amount of any Money actually contributed by the Member to the capital of the Company; (2) the fair market value of any Property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or subject to which the Company takes such Property, within the meaning of 752 of the Code); and (3) The Member's share of Net Profits and of any separately allocated items of income or gain (including any gain and income from unrealized income with respect to accounts receivable and any gain or income allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member). Each member's Captial Account shall be decreased by: (1) the amount of any Money distributed to the Member by the Company; (2) the fair market value of any Property distributed to the Member (net of liabilities of the Company assumed by the Member or subject to which the Member takes such Property within the meaning of 752 of the Code); and (3) The Member's share of

Net Losses and of any separately allocated items of deduction or loss (including any loss or deduction allocated to the Member to reflect the difference between the book value and tax basis of assets contributed by the Member). Notwithstanding any provision to the contrary contained herein, the Members' Capital Accounts are intended to be and shall be maintained in accordance with 704 of the Code and the Regulations issued there under, as the same may be issued and interpreted from time to time.

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

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

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

ARTICLE IX

ALLOCATIONS AND DISTRIBUTIONS

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

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

2. Company Minimum Gain Chargeback___If there is a net decrease in Company Minimum Gain for the Taxable Year, each Member must be allocated items of income and gain for that Taxable Year equal to that Member's share of the net decrease in Company Minimum Gain. A Member's share of the net decrease in Company Minimum Gain is the amount of the total net decrease multiplied by the Member's percentage share of the Company Minimum Gain at the end of the immediately preceding Taxable Year. A

Member's share of any decrease in Company Minimum Gain resulting from a revaluation of Company Property equals the increase in the Member's Capital Account attributable to the revaluation to the extent to reduction in minimum gain is caused by the revaluation. A Member is not subject to the Company Minimum Gain Chargeback Requirement to the extent the Member's share of the net decrease in Company Minimum Gain is caused by a guarantee, refinancing, or other change in the debt instrument causing it to become partially or wholly a Recourse Liability or a Member Nonrecourse Liability, and the Member bears the economic risk of loss (within the meaning of 1.752.2 of the Regulations) for the newly guaranteed, refinanced, or otherwise changed liability. Notwithstanding any provision to the contrary, the Company Minimum Gain Chargeback is intended to and shall be interpreted to satisfy the requirements of 704 of the Code and the Regulations issued there under, as the same may be issued and interpreted from time to time.

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

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

5. Interim Distribution____From time to time, the Managing Members shall determine in their reasonable judgment to what extent, if any, the Company's cash on hand exceeds the current and anticipated fees, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory distributions, if any. To the

extent such excess exists, the Managing Members may make distributions to the Members as they might all mutually agree.

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

7. Limitations on Distribution____No distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Accounts.

ARTICLE X

TAXES

1. Elections____The Managing Members may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

2. Taxes of Taxing Jurisdiction____To the event that the laws of any Taxing Jurisdiction require, each Member requested to do so by the Managing Members will submit an agreement indication that the Member will make timely income tax payments to the Taxing Jurisdiction and that the Member accepts personal jurisdiction of the taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest, and any penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, penalty and interest determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a distribution for purposes of Article IX. The Managing Members may, where permitted by the rules of any Taxing Jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the Taxing Jurisdiction, in which case the Company shall inform the Members of the amount of such tax interest and penalties so paid.

3. Tax Matters Partner____One of the Managing Members shall be the tax matters partner of the Company pursuant to 6231(a)(7) of the Code. Any Member designated as tax matters partner shall take such action as may be necessary to cause each other Member to become a notice partner within the meaning of 6223 of the Code.

4. Accrual Method of Accounting____The records of the Company shall be maintained on an accrual method of accounting.

ARTICLE XI

DISPOSITIONS OF MEMBERSHIP INTERESTS

1. Disposition___Any Member or Assignee proposing to dispose of all or a portion of such Member's or Assignees' Membership Interest shall first notify the Company, in writing, of all the details and consideration for the proposed disposition. The Company, for the benefit of the remaining Members, shall have the first right to acquire the Membership Interest by cancellation of such disposing Member's or Assignee's Membership Interest. If the Company declines to elect such option, the remaining Members desiring to participate may proportionately (or in such proportion as the remaining Members may agree) purchase such disposing interest under the same terms and conditions first proposed by the disposing Member. If both the Company and remaining Members decline to purchase such Membership Interest, the Disposition may be made as originally proposes. The Assignee shall have no right to participate in the management of the business and affairs of the Company or to become a Member unless the remaining Members unanimously consent to accept the Assignee as a Substitute Member. If the remaining Members fail to admit the Assignee as a Substitute member, the Assignee shall only be entitled to receive a share of the profits or other compensation by way of income and the return of contributions to which the disposing Member would have been entitled before Disposition.

2. Conditions Precedent to Disposition___No Membership Interest shall be disposed of:

2.1 If such Disposition, alone or when combined with other transactions would result in a termination of the Company within the meaning of 708 of the Code.

2.2 Without an opinion of counsel satisfactory to the Managing Member that such Disposition is subject to an effective registration under, or exempt from the registration requirements of , any applicable state and federal securities laws; and

2.3 Unless and until the Company receives from the Assignee the information and agreements that the Managing Member may reasonably require, including but not limited to any taxpayer identification number and any agreement that may be required by any Taxing Jurisdiction.

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

ARTICLE XII

DISSOCIATION OF A MEMBER

1. Dissociation___A Person shall cease to be a Member upon the happening of any of the following events.

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

2. Rights of Dissociation Member___In the event any Member dissociates prior to the expiration of the Term.

2.1 If the dissociation causes a dissolution and winding up of the Company under Article XIV, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by the damages sustained by the Company as a result of the Dissolution and winding up;

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

ARTICLE XIII

ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

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

2. Admission of Substitute Members___An Assignee of a Membership Interest shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Membership Interest only with unanimous consent of the Members. If so admitted, the Substitute Member has all the rights and powers and is subject to all

the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a Substitute Member, without more, shall not release the Member originally assigning the Membership Interest from any liability to Company that may have existed prior to the approval.

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

ARTICLE XIV

DISSOLUTION AND WINDING UP

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

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

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

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

4. Distribution of Assets on Dissolution___Upon the winding up of the Company, the Company Property shall be distributed:

- 4.1 To creditors, including, Members who are creditors, to the extent permitted by law, in satisfaction of Company Liabilities:

4.2 To Members in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the liquidation. Such distributions shall be in cash or⁴ Property (which need not be distributed proportionately) or partly in both, as determined by the Managing Members.

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

ARTICLE XV

AMENDMENT

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

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

ARTICLE XVI

MISCELLANEOUS PROVISIONS

1. Entire Agreement____The Operating Agreement represents the entire agreement among all the Members and between the Members and the Company.

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

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

MEMBERS:

8/24/2020
Date



Joshua Luthman

EXHIBIT A

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

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

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



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

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

Ohio Secretary of State

Validation Number: 202100301386



PO Box 182215
Columbus, OH 43218-2215
tax.ohio.gov



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

December 30, 2020
Contact ID: 7088100552

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

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

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

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

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

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

8. Letter of credit attached

9. Long form application attached

10. Technology and System Design attached

Initial Project Overview

Summary

Imagine Networks ("Imagine"), a network operator in Western Ohio, has been provisionally assigned support from the Rural Digital Opportunity Fund to deliver broadband to 872 eligible service locations. These service locations exist inside 11 Census Block Groups ("CBG"s) within 3 counties in Ohio.

With over 15 years as a telecommunications provider, Imagine Networks has brought broadband internet and voice to thousands of customers across Ohio. Imagine Networks has always recognized the need for rural broadband access and, with additional funding through RDOF, will continue to fill this need.

Beginning operations in 2006, Imagine Networks started working with the Miami Valley's residents and small businesses in providing any sort of generic technical assistance. This includes Windows and Linux desktops and servers, electronic gadgets and mobile devices, and VoIP phone service. For the following few years, we found that VoIP was the service that had the best compatibility with our team and customers. As our service required an internet connection to our data center, we were dependent on other companies to provide their internet. This cooperation lasted long enough for us to discover what is now called Fixed Wireless Broadband. In 2008 we began providing both internet to customers with no other option for high speed internet as well as voice service for substantial savings against the monopolized phone company. For 12 years Imagine Networks has been the primary and often exclusive option for internet services in the rural Miami Valley and we always push to provide the best services that our customers expect. With support from RDOF, we will leap forward in technology and capability and well exceed our customers demands for years to come.

Service provided to locations within Imagine Networks' proposed network will be entirely fiber-based, offering low latency, gigabit performance tier services, leveraging Imagine Networks existing network where possible, and extending it where not.

System Design

The assigned service areas are geographically adjacent to one another and include areas East of Piqua and North of Tipp City. To service these areas, Imagine plans to construct 2 new hub sites that will be linked to one another by fiber. Imagine will place while constructing the required network. These hubs will act as both points of origination for Imagine's Passive Optical Network, as well as redundant points of egress from its network via existing facilities.

Last Mile Architecture

Imagine will utilize gigabit passive optical networking for last-mile customer access, deployed using 1x32 distributed split architecture. Optical Light Terminals (OLTS) will be centralized in several central offices and/or cabinets which will feed passive optical splitters within remote clusters of premises to be served.

Middle Mile Architecture

The middle mile architecture for this project will utilize high-capacity transport rings and redundant link aggregation interfaces for a highly scalable and redundant network. Each optical light terminal is connected in a redundant fashion to different parts of the transport ring(s).

Redundant core routers will provide the paths out of the local and middle mile network to the external IXP network, leveraging interconnection points and backhaul at existing Imagine-owned facilities. This diverse and redundant pathing of the transport to the interexchange points delivers a robust network that will ensure maximum uptime and minimal latency.

Internet Backhaul and Voice

All broadband Internet access services will be provided through the above-noted architecture, with backhauls originating from multiple points of egress from our network. Imagine's core routers will be located in physically diverse location from which it will connect to multiple IP backhaul providers at major interconnection points, including Dayton, Columbus, and Cincinnati. Imagine Networks will continue to provide voice service utilizing a Managed Voice Service Provider, such as Atheral.

Performance Requirements

Imagine has been provisionally assigned support to deliver broadband service with low latency at the Gigabit performance tier. Imagine intends to meet this requirement utilizing GPON and XGS-PON. GPON is capable of subscriber speeds of 1Gbps symmetrical, while XGS-PON is capable of subscriber speeds of 10Gbps symmetrical. Latency of both technologies is less than the requirement of the low tier less than 100ms. Actual expected latency is anticipated to be less than 10ms.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/16/2021 3:27:27 PM

in

Case No(s). 21-0029-TP-UNC

Summary: Response Response to Staff Request of February 24, 2021 electronically filed by Mr. Kristopher E Twomey on behalf of Imagine Networks, LLC