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June 16, 2022

Via E-Filing

Barcy McNeal, Commission Secretary
Public Utilities Commission of Ohio
180 East Broad Street, 11th Floor
Columbus, OH 43215-3793
Attention: Docketing Division

Re: Case No. 22-0598-TP-ACE
Application of BIF IV Intrepid OpCo LLC to Provide Telecommunications
Services Throughout the State of Ohio

Dear Secretary McNeal:

Enclosed for filing is an Application of BIF IV Intrepid OpCo LLC ("Applicant") for a Certificate to Provide Telecommunications Services as a Telecommunications Service Provider Not Offering Local Exchange Service throughout the State of Ohio.

Please acknowledge receipt and acceptance of this Application. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned at (202) 739-3000.

Respectfully submitted,





Russell M. Blau
Brett P. Ferenczak
Trina Kwon

Counsel for BIF IV Intrepid OpCo LLC

Morgan, Lewis & Bockius LLP

1111 Pennsylvania Avenue, NW
Washington, DC 20004
United States

 +1.202.739.3000
 +1.202.739.3001

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 04-01-2020)

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

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

In the Matter of the Application of BIF IV Intrepid OpCo LLC to)	TRF Docket No. 90- -TP-TRF
Provide Telecommunications Services throughout the State of)	Case No. 22-0598-TP-ACE
Ohio)	NOTE: Unless you have reserved a Case #, leave
)	the "Case No." field BLANK.

Name of Registrant(s) **BIF IV Intrepid OpCo LLC**

DBA(s) of Registrant(s) [Click here to enter text.](#)

Address of Registrant(s) **2033 11th Street, Suite 5, Boulder, CO 80302**

Company Web Address **www.intrepidfiber.com**

Regulatory Contact Person(s) **Jack Waters**

Phone **(866) 371-1860**

Fax () -

Regulatory Person's Email Address **jack.waters@intrepidfiber.com**

Contact Person for Annual Report **Jack Waters**

Phone **(866) 371-1860**

Consumer Contact Information **Network Operations Center**

Phone **(866) 371-1860**

Address (if different from above) [Click here to enter text.](#)

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

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

Notes:

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

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

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

Section IV – Attestation.

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

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

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

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

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

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

Section I – Part I - Common Filings:

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

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

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

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

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

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

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

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

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

Section II – Part II – Change in Operation or Ownership

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

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

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

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

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

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

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

Section IV. – Attestation

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

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, BIF IV Intrepid OpCo LLC, and am authorized to make this statement on its behalf.

Hadley Peer Marshall
(Name)

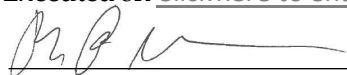
Please check All that apply:

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

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

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

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



Managing Director

January 14, 2022


*Signature and Title

Date

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

VERIFICATION

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

 Managing Director

January 14, 2022

*Signature and Title

Date

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

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

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

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

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION
(Effective: 01/20/2011)

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

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

In the Matter of the Application of BIF IV Intrepid OpCo LLC
to Provide Telecommunications Services throughout the State of Ohio

)
)
)
)

Case No. 22 - 0598 - **TP** - ACE

Name of Registrant(s) BIF IV Intrepid OpCo LLC

DBA(s) of Registrant(s) _____

Address of Registrant(s) 2033 11th Street, Suite 5, Boulder, CO 80302

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

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

List of Required Exhibits

Tariffs: (Include all that apply)

☐ Interexchange Tariff

☐ Local Tariff

☐ CESTC Tariff

☐ Carrier-to-Carrier (Access) Tariff

Description of Services

☐ Service provisioned via Resale

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

☒ Service provisioned via Facilities

☐ Both Resold and Facilities-based

☒ Description of Proposed Services

☒ Statement about the provision of
CTS services

☒ Description of the general
geographic area served

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

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

Business Requirements

Evidence of Registration with:

☐ Ohio Department of Taxation

☒ Ohio Secretary of State¹ &
Certificate of Good Standing

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

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

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

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

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

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

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

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

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

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

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

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

- ☐ Explanation as to whether rates are derived through (check all applicable):
☐ interconnection agreement ☐ retail tariffs ☐ resale tariffs
- ☐ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☐ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

Documentation attesting to the applicant's proposed interactions with Customers

- ☐ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☐ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☐ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: <https://puco.ohio.gov/wps/portal/gov/puco/utilities/telecom/resources/competitive-local-exchange-company-clec-exchange-listing-form>)
- ☐ If Mirroring the entire ILEC local service areas, tariffs may incorporate by reference. If not mirroring the entire ILEC local exchange areas, the CLEC shall specifically define its local service areas in the tariff.

Affidavit

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

Executed on _____ at _____

(Signature and Title)

(Date)

LIST OF EXHIBITS AND ATTACHMENTS

Exhibit A	Description of Proposed Services
Exhibit A-1	Telecommunications Retail Service Offering Form
Exhibit B	Statement About the Provision of CTS Services
Exhibit C	Description of General Geographic Area Served
Exhibit D	Public Interest Statement
Exhibit E	Description of the Class of Customers
Exhibit F	Similar Operations in Other States
Exhibit G	Certificate from Secretary of State and Certificate of Good Standing
Exhibit H	Summary of Financial Condition, Liquidity and Capital Reserves
Exhibit H-1	Balance Sheet for Applicant
Exhibit H-2	Commitment Letter
Exhibit I	Technical and Managerial Expertise
Exhibit J	Description of Applicant's Ownership Structure
Exhibit J-1	Ownership Structure of BIF IV Intrepid OpCo LLC
Exhibit K	Accounting Statement
Exhibit L	Derivation of Rates
Exhibit M	Interconnection and Resale Statement
Exhibit N	Notarized Affidavit Regarding Interconnection Negotiations – NOT APPLICABLE
Exhibit O	Sample Customer Bill and Disconnection Notice
Exhibit O-1	Sample Customer Bill
Exhibit O-2	Sample Customer Disconnection Notice

EXHIBIT A

Description of Proposed Services

BIF IV Intrepid OpCo LLC (“Applicant”) proposes to build a fiber-based network in Ohio, which Applicant plans to construct to customer locations. Applicant will primarily provide point-to-point telecommunications services such as Ethernet and other similar high-bandwidth services, for high-speed data transport. These services may be provided within a local exchange or between exchanges. Applicant does not plan to furnish switched voice services or dial tone at this time.

Applicant will provide services primarily using its own facilities. Applicant does not currently own or lease facilities in Ohio but plans to construct facilities to provide its services. Applicant intends to provide its services using fiber optic cable along with other equipment and facilities to originate, terminate, and amplify signals.

Applicant plans to provide de-tariffed services that are not required to be filed in a tariff. In lieu of a tariff, therefore, Applicant provides the Telecommunications Retail Service Offering Form attached as Exhibit A-1.

EXHIBIT A-1

Telecommunications Retail Service Offering Form

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM
For Non-BLES Carriers

Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD
(Effective: 01/20/2011)

Company Name BIF IV Intrepid OpCo LLC

Company Address 2033 11th Street, Suite 5, Boulder, CO 80302

Company Web Address www.intrepidfiber.com

Regulatory Contact Person Jack Waters Phone (866) 371-1860 Fax N/A

Regulatory Contact Person's Email Address jack.waters@intrepidfiber.com

Contact Person for Annual Report Jack Waters Phone (866) 371-1860 Fax N/A

Consumer Contact Information Network Operations Center Phone (866) 371-1860 Fax N/A

TRF Docket No. -TP-TRF

I. Company Type (Check all applicable):

☐ Non-BLES CLEC ☐ IXC ☐ Other (explain) Telecommunications Service Provider Not Offering Local Exchange Service

II. Services offered (Check all applicable):

- ☐ Toll services (intrastate)
- ☐ Local Exchange Service (i.e., residential or business bundles)
- ☒ Other (explain) Point-to-point telecommunications services (i.e., high-bandwidth services); high-speed data transport.

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

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

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

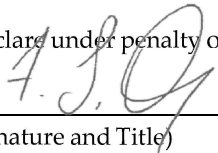
Part IV. – Attestation

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

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

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

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


Fred Day, President

(Signature and Title)

March 18, 2022

(Date)

EXHIBIT B

Statement about the Provision of CTS Services

As described in this Application, Applicant will provide competitive telecommunications services. Applicant does not seek to provide basic local exchange services or competitive emergency services telecommunications carrier services.

EXHIBIT C

Description of General Geographic Area Served

Applicant proposes to provide competitive facilities-based telecommunications services throughout the State of Ohio.

EXHIBIT D

Public Interest Statement

Applicant asserts that grant of this Application will promote the public interest by increasing competition in the provision of telecommunications services in Ohio. Applicant proposes to deploy and expand a competitive telecommunications infrastructure in the State, thereby driving prices closer to costs and ensuring just and reasonable rates, in addition to promoting efficiency in the delivery of services and in the development of new services. Applicant will provide customers high-quality, competitively priced telecommunications services, with an emphasis on customer service. Applicant's operations will be overseen by a well-qualified management team with substantial telecommunications experience and technical expertise, and Applicant's customers will benefit from that team's knowledge and experience.

EXHIBIT E

Description of the Class of Customers

Applicant will primarily provide services to other communications providers, but may also serve enterprise customers. Applicant currently does not intend to provide services to residential customers.

EXHIBIT F

Similar Operations in Other States

Applicant is currently authorized to provide intrastate telecommunications services in the following states: Colorado, Florida, Idaho, Iowa, Minnesota, Montana, Nevada, New Mexico, North Dakota, Oregon, Pennsylvania (provisional), Washington, and Wisconsin. Applicant has not been denied authority to provide telecommunications services in any state, nor has any state revoked the authority of Applicant to operate therein. Applicant does not have any subsidiaries and is not affiliated with any telecommunications service providers through common majority ownership or control by the BIF IV Entities.

EXHIBIT G

**Certificate from Secretary of State
and
Certificate of Good Standing**



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
12/20/2021	202135105802	REGISTRATION OF FOREIGN FOR PROFIT LLC (LFP)	99.00	100.00	0.00	0.00

Receipt

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

C T CORPORATION SYSTEM
4400 EASTON COMMONS WAY
SUITE 125
COLUMBUS, OH 43219

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Frank LaRose
4789467

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

BIF IV INTREPID OPCO LLC

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

Document(s)

REGISTRATION OF FOREIGN FOR PROFIT LLC

Effective Date: 12/17/2021

Document No(s):

202135105802



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
20th day of December, A.D. 2021.

Ohio Secretary of State

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

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show BIF IV INTREPID OPCO LLC, a Delaware Limited Liability Company, Registration Number 4789467, was registered in the State of Ohio on December 17, 2021, is currently authorized to transact business in this state.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 14th day of June, A.D. 2022.*

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

Ohio Secretary of State

Validation Number: 202216503076

EXHIBIT H

Summary of Financial Condition, Liquidity and Capital Reserves

Applicant possesses the requisite financial resources to provide telecommunications services in Ohio. Applicant is a wholly owned subsidiary of BIF IV Intrepid Holdco LLC, which in turn is owned or controlled by Brookfield Infrastructure Fund IV funds and entities (the “BIF IV Entities”) managed by Brookfield Infrastructure Partners, LP. Applicant, as a newly-formed company, does not have historical financial statements. To demonstrate Applicant’s financial qualification to operate in Ohio, Applicant attaches as Exhibit H-1 a balance sheet for Applicant and as **Exhibit H-2** an equity commitment letter from certain BIF IV Entities. As shown in these documents, Applicant has sufficient capital resources and is financially qualified to operate within the State of Ohio.

EXHIBIT H-1

Balance Sheet for Applicant

BIF IV INTREPID OPCO LLC
STATEMENT OF ASSETS AND LIABILITIES

All currency figures denoted in US\$000s unless stated otherwise

	As at 12-Jan-22
Assets	
Cash and cash equivalents	\$1,000
Accounts receivable	-
Total Current Assets	\$1,000
Property, plant and equipment, net	-
Other noncurrent assets	-
Total Assets	\$1,000
Liabilities and Shareholders' Equity	
Accounts payable	-
Current portion of long-term debt	-
Total Current Liabilities	-
Long-term debt	-
Deferred income taxes	-
Total Liabilities	-
Common stock	\$1,000
Retained earnings	-
Total Shareholders' Equity	\$1,000
Total Liabilities and Shareholders' Equity	\$1,000

EXHIBIT H-2

Commitment Letter

Brookfield Infrastructure Fund IV-A, L.P.
Brookfield Infrastructure Fund IV-B, L.P.
Brookfield Infrastructure Fund IV-C, L.P.
Brookfield Infrastructure Fund IV (ER) SCSp

December 22, 2021

BIF IV Intrepid OpCo LLC
250 Vesey Street, Brookfield Place, 15th Floor
New York NY 10281-1023
United States

Re: Equity Financing Commitment

Ladies and Gentlemen:

This letter agreement is being delivered by Brookfield Infrastructure Fund IV-A, L.P., Brookfield Infrastructure Fund IV-B, L.P., Brookfield Infrastructure Fund IV-C, L.P., each a Delaware limited partnership, and Brookfield Infrastructure Fund IV (ER) SCSp, a Luxembourg *société en commandite spéciale* (each, an “Investor” and collectively, the “Investors”) to BIF IV Intrepid OpCo LLC, a Delaware limited liability company (the “Company”). The obligations of the Investors hereunder are joint and several; provided, however, that notwithstanding anything in this letter agreement to the contrary and for the avoidance of doubt, the aggregate amount of equity contributions required to be made by the Investors hereunder shall not exceed the Commitment.

1. Commitment. In accordance with the terms and subject to the conditions hereof, the Investors (together with certain of their affiliates) shall, on or prior to the Closing Date, cause an aggregate equity contribution in immediately available funds to be made to the Company (indirectly through one or more parent companies of the Company, or otherwise) of up to \$15,000,000 (the “Commitment”) to be used by the Company solely for general corporate purposes; provided that the amount of the Commitment to be funded under this letter agreement will be reduced, on a dollar for dollar basis, by any amount of debt financing obtained by the Company from any lender and actually funded on or prior to the Closing Date. The Investors’ funding hereunder is subject to and conditioned upon the Company’s delivery of a written notice of funding to the Investors, in an aggregate amount not to exceed the Commitment, duly executed by the Chief Executive Officer of the Company (the “Funding Notice”). Subject to the terms and conditions of this letter agreement, the closing of the funding (the “Closing”) contemplated by this letter agreement shall occur at 10:00 am (New York time) ten (10) business days after all of the Investors’ have acknowledged receipt of the Funding Notice, or at such other time agreed by the parties hereto (the date on which the Closing occurs, the “Closing Date”). The parties hereto agree that the Investors (together with their permitted assigns) shall not under any circumstances be obligated to contribute to the Company any amount in excess of the Commitment.

2. Termination. This letter agreement and the Investors’ obligation to fund the Commitment will terminate automatically and immediately upon the earliest to occur of (i) the

consummation of the Closing and (ii) December 31, 2022. Upon termination of this letter agreement, no Investor shall have any further obligations or liabilities hereunder. Notwithstanding anything in this letter agreement to the contrary, no Investor shall have any obligation or liability to any person under this letter agreement once the Commitment has been satisfied in accordance with this letter agreement.

3. Representations and Warranties of the Investors. Each Investor represents, warrants and covenants to the Company that: (i) the Investor is a limited partnership or a *société en commandite spéciale*, as applicable, duly organized and validly existing, and for each Investor that is a limited partnership in good standing, under the laws of its jurisdiction of organization and has and will continue to have the requisite capacity and authority to execute and deliver this letter agreement and to fulfill and perform its obligations hereunder; (ii) the execution, delivery and performance of this letter agreement by the Investor has been duly and validly authorized and approved by all necessary limited partnership or other organizational action, as applicable, and no other proceedings or actions on the part of the Investor are or will be necessary therefor; (iii) this letter agreement has been duly and validly executed and delivered by the Investor and constitutes a legal, valid and binding agreement of the Investor enforceable by the Company against the Investor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws affecting or relating to creditors' rights and general principles of equity effecting the availability of specific performance and other equitable remedies; and (iv) it has, and will continue to have for so long as this letter agreement shall remain in effect, the ability to draw down equity funding from the investors in its funds in an amount sufficient to pay and perform its obligations under this letter agreement.

4. Assignment; Amendments and Waivers; Entire Agreement.

(a) The rights, interests and obligations under this letter agreement may not be assigned or delegated (except by operation of law) by any party hereto without the prior written consent of the other parties hereto, and any attempted assignment shall be null and void and of no force or effect; provided that each Investor shall be entitled to assign all or a portion of its rights, interests and obligations hereunder (including, without limitation, its commitment to fund the Commitment) to any one or more persons, which assignment shall not relieve the Investor of its obligations hereunder, except to the extent actually performed or satisfied by the assignee. Each party consents to any such assignment and undertakes to enter into any documentation reasonably requested to give effect to the transfer (including, if required, a customary novation agreement).

(b) Any provisions hereof for the benefit of a party hereto may be waived by such party (either generally or in particular and either retroactively or prospectively) only by a written instrument signed by the party waiving compliance.

(c) This letter agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among or between the Company and any Investor with respect to the subject matter hereof.

5. No Third Party Beneficiaries. This letter agreement shall be binding solely on each Investor, and shall inure solely to the benefit of the Company, and nothing set forth in this

letter agreement shall be construed to confer upon or give to any person other than the Company and its respective successors and permitted assigns any benefits, rights or remedies under or by reason of, or any rights to enforce or cause the Company to enforce, the Commitment or any provisions of this letter agreement; provided, that each Related Party is an intended third-party beneficiary of Section 6 of this letter agreement and shall have the right to enforce Section 6 of this letter agreement. Notwithstanding the foregoing, the Company's and its subsidiaries' (if any) respective creditors shall have no right to enforce this letter agreement or to cause the Company to enforce this letter agreement.

6. Limited Recourse. Notwithstanding anything that may be expressed or implied in this letter agreement or any other document or instrument delivered contemporaneously herewith, the Company, by its acceptance of the benefits of this letter agreement, agrees and acknowledges that (i) no person other than the Investors shall have any obligation hereunder and (ii)(x) no recourse hereunder or under any documents or instruments delivered in connection herewith, shall be had against any Related Party, whether by or through attempted piercing of the corporate veil or based on any law or interpretation thereof, and (y) it is expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on, or otherwise be incurred by any affiliate of an Investor, in the case of each of clauses (x) and (y), as such, for any obligations of the Investor (A) under this letter agreement or the transactions contemplated hereby, (B) under any documents or instruments delivered contemporaneously herewith, (C) in respect of any oral representations made or alleged to be made in connection herewith or therewith, or (D) for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation. "Related Party" means any former, current or future affiliate of any Investor (and to the extent a portion of the Commitment is assigned to one or more permitted assignees, such permitted assignees) or any of its or their respective directors, managing directors, general partners, officers, employees, agents and advisors; provided, however, that no Investor shall be deemed to be a Related Party.

7. Confidentiality. Neither this letter agreement nor the terms or substance hereof, may be disclosed, used, circulated, quoted or otherwise referred to in any document, except with the prior written consent of the Investors (so long as such consent is not unreasonably withheld, delayed or conditioned); provided that any party hereto may disclose the existence and terms of this letter agreement to the extent required by any applicable law or pursuant to any dispute, litigation or claim arising out of or relating to the transactions contemplated hereby.

8. Governing Law and Jurisdiction. All matters relating to the interpretation, construction, validity and enforcement of this letter agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflict of laws thereof (to the extent that the application of the laws of another jurisdiction would be required thereby).

9. Consent to Jurisdiction and Service of Process. Each of the parties hereto (i) irrevocably agrees that all actions (whether in contract or tort, at law or in equity or otherwise) that may be based upon, arise out of or relate to this letter agreement, or the negotiation, execution or performance of this letter agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this letter agreement or as an inducement to enter into this letter agreement) shall be exclusively resolved in

a federal or state court sitting in the State of Delaware and (ii) waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of, and the defense of an inconvenient forum to the maintenance of, any such action, suit or proceeding in any such court, and hereby further irrevocably waives any claim that any action brought in any such court has been brought in an inconvenient forum. Each of the parties hereto hereby agrees that a final judgment in any action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

10. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS LETTER AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATION OF THIS WAIVER, (C) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) ACKNOWLEDGES AND AGREES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS LETTER AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

11. Counterparts. This letter agreement may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this letter agreement.

12. No Fiduciary Relationship. This letter agreement will not create any fiduciary relationship between the Investor and any other person.

13. Company Claims. The Company further agrees that neither it nor any of its affiliates shall have any right of recovery against any Investor or any of its affiliates in respect of any claim arising under this letter agreement or the transactions contemplated hereby, whether by piercing of the corporate veil or based on any other law or interpretation thereof, except for the Company's right to be capitalized by the Investors under and to the extent provided in this letter agreement and subject to the terms and conditions hereof. The Company hereby covenants and agrees that it shall not institute, and shall cause its affiliates not to institute, any proceeding or bring any other claim (whether in tort, contract or otherwise) in respect of any oral representations made or alleged to be made in connection herewith, against any Investor or any of its affiliates, except for claims against an Investor under this letter agreement.

14. Indemnification. In consideration of each Investor's execution and delivery of this letter agreement, the Company agrees (a) to indemnify and hold such Investor (and its affiliates, and their respective Related Parties) harmless from and against any and all liabilities or losses with respect to or arising out of this letter agreement or any other agreement and other transaction referred to herein and (b) to pay upon receipt of an invoice the costs and expenses of the Investor (including the fees and disbursements of counsel to such Investor) arising in connection with the preparation, execution and delivery of this letter agreement.

[Signature pages follow]

Very truly yours,

INVESTORS:

BROOKFIELD INFRASTRUCTURE FUND IV-A, L.P.;

By: Brookfield Infrastructure Fund IV GP LLC,
its general partner

By: Brookfield Infrastructure Fund IV Officer GP LLC,
its member



By: _____

Name: Fred Day

Title: Vice President

BROOKFIELD INFRASTRUCTURE FUND IV-B, L.P.;

By: Brookfield Infrastructure Fund IV GP LLC,
its general partner

By: Brookfield Infrastructure Fund IV Officer GP LLC,
its member



By: _____

Name: Fred Day

Title: Vice President

BROOKFIELD INFRASTRUCTURE FUND IV-C, L.P.;

By: Brookfield Infrastructure Fund IV GP LLC,
its general partner

By: Brookfield Infrastructure Fund IV Officer GP LLC,
its member



By: _____

Name: Fred Day

Title: Vice President

BROOKFIELD INFRASTRUCTURE FUND IV (ER) SCSp;

By: Brookfield Infrastructure Fund IV GP S.a.r.l,
its general partner

By: 

Name: Carolina Parisi

Title: Manager

By: 

Name: Lydie Bini

Title: Manager

Accepted and acknowledged:

THE COMPANY:

BIF IV INTREPID OPCO LLC

By: 

Name: Fred Day

Title: President

EXHIBIT I

Technical and Managerial Expertise

Applicant has the managerial and technical qualifications necessary to provide the proposed services in Ohio. Applicant is managed by a highly skilled team with substantial expertise and experience in the communications industry, including extensive telecommunications business, technical, and managerial expertise. Descriptions of the qualifications and backgrounds for the key personnel for Applicant's operations, including Applicant's officers and directors, are provided below as evidence that the Applicant possesses the technical and managerial capability necessary to provide high quality services to customers in Ohio. These biographies reflect management's substantial communications industry experience and expertise, and demonstrate that the Applicant possesses significant managerial and technical expertise operating a variety of communications services. Thus, Applicant possesses the managerial and technical qualifications necessary to operate a competitive telecommunications company in Ohio, consistent with the Commission's requirements. The management team can be reached through Applicant's principal place of business at 2033 11th Street, Suite 5, Boulder, CO 80302, or by telephone at (866) 371-1860.

Biographies of key management personnel of Applicant, which demonstrate the extensive telecommunications experience of Applicant's management team, are as follows:

Jack Waters

Chief Executive Officer

Jack Waters has over 30 years experience in the telecommunications and Internet industry. He has held numerous positions in both executive business roles as well as engineering and operations roles. He has led construction projects for both terrestrial and subsea fiber networks totaling millions of fiber miles being deployed in North America, Europe, and Asia.

Jack currently serves as the Chairman of the board of Digital 9 Infrastructure PLC, a UK London Stock Exchange listed investment trust focused on digital infrastructure. Since inception in March of 2021, he has led the raising of over \$1B from the public markets. The trust has invested

over \$500M in digital infrastructure assets including Aquacomms, a subsea fiber company, and Verne Global, an Icelandic data center company.

Most recently, Jack was president of Zayo Networks and chief operating officer (COO) at Zayo Group. In this role, he oversaw the company's global Network business, including the Fiber Solutions, Transport, Enterprise and strategic networks businesses in addition to network operations and security. During his tenure, Zayo networks revenue and EBITDA growth was 5-8% resulting in the super majority of Zayo's exit Enterprise value of ~\$14B. Prior to this role, he served as Zayo's president of Fiber Solutions and chief technology officer (CTO) and achieved Revenue and EBITDA growth of ~8-10%.

Prior to joining Zayo, Jack was CTO at Level 3 Communications, where he was one of the founding senior executives focused on global network technology, architecture, engineering, process and security. He joined Level 3 in 1997 and held numerous leadership roles spanning global operations and engineering and was responsible for the original Level 3 network buildout. Jack's career also includes management positions at MCI Communications and the Southeastern University Research and Academic Network.

Jack has served on the board of directors for the Colorado Technology Association and the Computing Advisory Board at the University of Colorado. He has also served on the Technology Advisory Council for the Federal Communications Commission. He holds a B.S. in Electrical Engineering from West Virginia University and a Master of Science in Electrical Engineering from Johns Hopkins University. Jack speaks frequently at industry events.

Fred Day President

Frederick Day is a Managing Director in Brookfield's Infrastructure Group. In this role, Mr. Day leads the legal activities of the Infrastructure Group in the U.S. and has legal oversight over Brookfield's infrastructure credit investments and capital markets activities.

Prior to joining Brookfield in 2015, Mr. Day was an associate with a leading law firm.

Mr. Day holds a Juris Doctor degree from the SMU Dedman School of Law, a Master of Business Administration degree from IE Business School and a Bachelor of Arts degree from the University of Houston.

Patrick Hildebrand Business Development Lead

Patrick Hildebrand has over 20 years' experience in the telecommunications and Internet industry. He has held numerous positions in business development roles and most recently served as Executive Vice President – Commercial Operations of Unitek Global Services, one of the largest telecom engineering and construction corporations in the United States. While at Unitek, Patrick created and led the Business Development team to sell over \$23 million in telecom construction projects.

Prior to joining Unitek, Patrick was Vice President at Zayo Group. In this role, he led a team

with sales responsibility of products such as Waves, Dark Fiber, Private Dedicated Networks, IP, and Collocation. During his tenure, Patrick oversaw the development of new products and new product features within the Fiber Product organization. Prior to joining Zayo, Patrick was Senior Director at Level 3 Communications, where he led the Commercial Services organization for both the Europe and United States markets. He joined Level 3 in 2000 and held various sales management roles spanning geographic and product markets.

Patrick holds a Bachelor's Degree in Business Management from the University of Colorado.

Hadley Peer Marshall
Managing Director

Hadley Peer Marshall is a Managing Partner in Brookfield's Infrastructure Group and co-Head of its infrastructure debt business. In this role, Ms. Peer Marshall oversees the origination, execution and asset management of the Firm's infrastructure credit investments in the Americas.

Prior to joining Brookfield in 2015, Ms. Peer Marshall was Co-Head of the project finance and infrastructure group at Goldman Sachs, where she was responsible for originating, structuring, executing and advising on infrastructure and project financings for clients.

Ms. Peer Marshall holds a Master of Business Administration degree and a Bachelor of Science degree from the University of North Carolina at Chapel Hill.

Bill Bates
Senior Vice President

Bill Bates is a Telecom executive with over +30 years of experience. Mr. Bates has been with Brookfield for 5 years. He is currently a Senior Vice President in Brookfield's Infrastructure Group focusing on Telecom and Data Infrastructure opportunities.

Prior to Brookfield Mr. Bates was Vice President of International Business Development for SBA Communications (NASDAQ: SBAC). During his 15 tenure at SBA Communications the Company's EV grew from <US\$500M to over US\$27B. Prior to SBA, Mr. Bates held several positions with a private Canadian Telecom developer and managed numerous Telecom related projects mainly in Africa, the Middle East and Latin America.

Ralph Klatzkin
Vice President

Ralph has been employed at Brookfield for 8 years starting in May 2013 until present. He currently holds the title of Senior Vice President and is the head of the tax divisions for infrastructure, MLP, & private equity funds. Prior to Brookfield Ralph was a tax manager specializing in private equity, hedge, and credit funds at LS Power.

Matthew Gross
Vice President

Matthew has been employed by Brookfield for 9 years starting in December 2012 until present where he currently holds the title of Vice President of portfolio management. Matthew additionally was part of the audit committee for Brookfield from January 2013 to November

2013. Prior to this he was a senior manager in the assurance division at Price Waterhouse Coopers for 9 years.

Roberto Marcogliese
Manager

Roberto Marcogliese is a Managing Director in Brookfield's Infrastructure Group. In this role, he is responsible for business development and transaction execution in North America, with a focus on the data sector.

Mr. Marcogliese has held a number of roles within Brookfield, and most recently was the Operating Partner in Europe for Brookfield's Infrastructure Group. Prior to joining Brookfield in 2010, Mr. Marcogliese worked at CIBC Capital Partners, a Toronto-based merchant banking group.

Mr. Marcogliese holds a Bachelor of Commerce degree from McGill University.

Vishal Padiyar
Manager

Vishal Padiyar is a Senior Vice President in Brookfield Infrastructure Group, focused on diligence and asset management for Brookfield's data infrastructure assets. Vishal has over 15 years of experience in telecom infrastructure with prior experience in fixed line and wireless networks across North America. Having started his career at Sprint (Sprint-Nextel), Vishal led the deployment of 3G and 4G networks across the US northeast region, including Sprint's highest revenue generating markets in New York Metro, Washington DC, Boston and Philadelphia. Vishal was a key member of the startup team at Public Mobile, a facilities based wireless startup operator in Canada with operations across Ontario and Quebec, building a network of ~3000 sites covering 20 million pops. Post the sale of Public Mobile to TELUS, Vishal was an executive at BAI Canada, a fiber and distributed antenna system (DAS) operator in the Toronto subway system – building a 144 km fiber network underground (125K strand kms) bringing wired and wireless connectivity to the subway station and tunnel network, with a mandate to provide both consumer connectivity (wireless) and bespoke enterprise and mission critical connectivity solutions (for e.g. connectivity to fare payment systems, and backup connectivity to automatic train signaling systems). Vishal has been a member of Brookfield's infrastructure team since 2018 – key transactions he has been involved in include a data center carveout in the US, a 150K+ tower carveout in India, and fiber networks in Europe and the APAC region.

Vishal has a Bachelor's of Science in Electrical Engineering (Highest Honors) from Rutgers University, NJ, a Masters in Engineering (Telecoms) from Texas A & M University in College Station, TX and a Masters in Business Administration (MBA) from the Richard Ivey School of Business at the University of Western Ontario in London, Ontario, Canada.

Fernando Martinez-Caro
Manager

Fernando Martinez-Caro joined Brookfield in 2014 and is currently an Operating Partner in Brookfield Infrastructure Group, focused on portfolio management for its overall transportation

and South American business. Previously, Mr Martinez-Caro oversaw operations in Brazil as the CEO of Quantum, an energy transmission platform fully owned by Brookfield Brazil. Fernando is a Senior business executive with three decades of international leadership experience spanning the engineering, construction, mining and investment sectors in Spain, United Kingdom, United States, Canada and Brazil. His career spans the full life cycle of large infrastructure and mining assets from inception, project delivery to operational excellence. Mr Martinez-Caro sits in several Boards representing Brookfield and oversees some of the largest capex programs in the portfolio

Mr Martinez-Caro has a Bachelor's degree (Magna cum laude) and Master in Engineering (Civil) from the Universidad Politecnica de Madrid. He also holds an Executive MBA degree from IESE Business School (Madrid, Spain).

EXHIBIT J

Description of Applicant's Ownership Structure

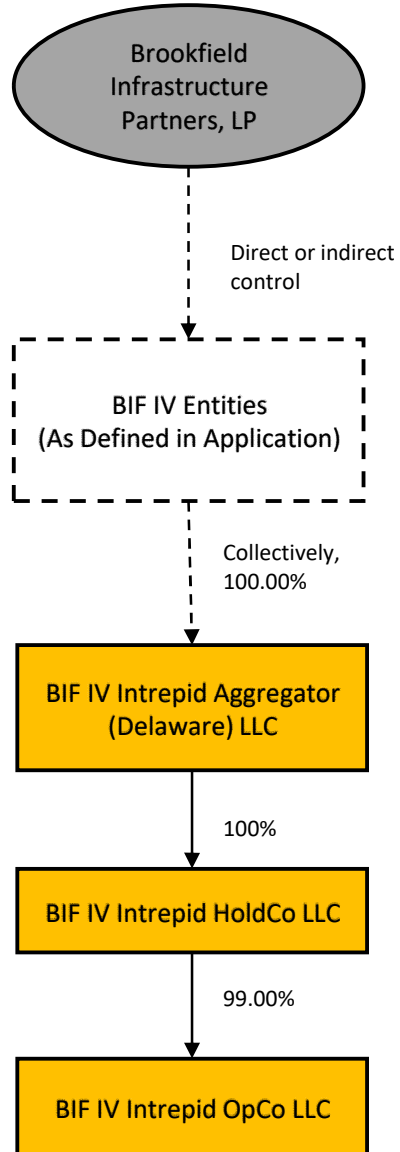
Applicant is a Delaware limited liability company and a wholly owned subsidiary of BIF IV Intrepid Holdco LLC ("Parent"), a Delaware limited liability company. Parent is owned or controlled by Brookfield Infrastructure Fund IV funds and entities (the "BIF IV Entities") managed by Brookfield Infrastructure Partners, LP ("BIF" and together with its subsidiary and operating entities, "Brookfield Infrastructure"). Brookfield Infrastructure is a leading global infrastructure company that owns and operates high-quality, essential, long-life assets in the utilities, transport, midstream and data sectors across North and South America, Asia Pacific and Europe.

BIF is controlled by Brookfield Asset Management, one of the world's largest alternative investment management companies. Brookfield Infrastructure is a global infrastructure company that manages or controls ownership interests in a number of portfolio companies through its various funds and investments. Applicant does not have any subsidiaries and is not affiliated with any telecommunications services providers through common majority ownership or control by the BIF IV Entities.

A chart depicting Applicant's current corporate structure is attached as Exhibit J-1.

EXHIBIT J-1

Ownership Structure of BIF IV Intrepid OpCo LLC



BIF IV Intrepid OpCo LLC

EXHIBIT K

Accounting Statement

Applicant will maintain its books in accordance with Generally Accepted Accounting Principles (“GAAP”). As a competitive provider, Applicant is not subject to Federal Communications Commission accounting requirements.

EXHIBIT L

Derivation of Rates

Applicant's rates will be derived through individually negotiated contracts with its customers. The rates are based on each customer's needs and Applicant's costs to provide each customer's services. Applicant's services do not require Applicant to purchase services or network elements through interconnection agreements, retail tariffs or resale tariffs.

EXHIBIT M

Interconnection and Resale Statement

At this time, Applicant does not intend to provide services that require an interconnection agreement. Accordingly, Applicant has not entered into negotiations for an interconnection agreement.

Applicant does not currently have an approved resale agreement.

EXHIBIT N

Notarized Affidavit Regarding Interconnection Negotiations

NOT APPLICABLE

At this time, Applicant does not intend to provide services that require an interconnection agreement. Accordingly, Applicant has not entered into negotiations for an interconnection agreement.

EXHIBIT O

Sample Customer Bill and Disconnection Notice

A sample customer bill and disconnection notice are attached as Exhibit O-1 and Exhibit O-2, respectively.

EXHIBIT O-1

Sample Customer Bill

CUSTOMER INVOICE

BIF IV Intrepid OpCo LLC

[date]

Remit payment to:
BIF IV Intrepid OpCo LLC
2033 11th Street,
Suite 5,
Boulder, CO 80302

Phone: (866) 371-1860

INVOICE

Bill To	Service Date	Due Before	Invoice #	Account #
[Customer name] [Address 1] [Address 2]	[period start date] – [period end date]	[date]	[invoice #]	[account #]

Service Summary

[name of service] \$[69.99]

Previous Balance \$[0]

Current Balance as of [invoice date] \$[69.99]

You are on auto deduction, please do not remit a check. Your payment will be auto deducted from your account on [date].

EXHIBIT O-2

Sample Customer Disconnection Notice

DISCONNECTION NOTICE

BIF IV Intrepid OpCo LLC

[date]

Customer Name
Address 1
Address 2
City, State, Zip

Account Number: XXXXXXXXX
Total Past Due: \$ XXXX.XX

Our records indicate that your account has a delinquent balance. This will serve as notice that BIF IV Intrepid OpCo LLC (“Intrepid”) intends to disconnect your [description of service] service. Intrepid has decided to take this action because it has not received payment for services since [date]. Failure to pay the total past due balance in full by [date] may result in the disconnection of your [description of service] service.

You may contact us to make an inquiry or to discuss the delinquency at:

Patrick Hildebrand
BIF IV Intrepid OpCo LLC
2033 11th Street,
Suite 5,
Boulder, CO 80302

Phone: (866) 371-1860

If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called BIF IV Intrepid OpCo LLC, customers may contact, for general utility information, the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free), or for TDD/TTY at 1-800-686-1570 (toll free), from 8:00 a.m. to 5:30 p.m. weekdays, or visit www.puco.ohio.gov.

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

6/16/2022 10:35:07 AM

in

Case No(s). 22-0598-TP-ACE

Summary: Application of BIF IV Intrepid OpCo LLC to Provide Telecommunications
Services Throughout the State of Ohio electronically filed by Ms. Trina Kwon on
behalf of BIF IV Intrepid OpCo LLC