

Morgan Lewis

Anthony C. DeCusatis
Catherine G. Vasudevan
anthony.decusatis@morganlewis.com
catherine.vasudevan@morganlewis.com

VIA OVERNIGHT COURIER
CONFIDENTIAL TREATMENT REQUESTED

December 13, 2018

A. 2018.

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building – 2nd Floor
400 North Street
Harrisburg, PA 17120

Re: Application of ExteNet Asset Entity, LLC for Approval to Offer, Render, Furnish or Supply Telecommunications Services in the Commonwealth of Pennsylvania

Dear Secretary Chiavetta:

On behalf of ExteNet Asset Entity, LLC ("Applicant"), enclosed for filing is the above-referenced Application for Approval to Offer, Render, Furnish or Supply Telecommunications Services in the Commonwealth of Pennsylvania. Also included is a check in the amount of \$250.00 to cover the required filing fee.

Applicant considers the financial information provided in the Application to be confidential and therefore submits **Confidential Exhibit E** under seal in a separate envelope. Applicant requests the Commission afford **Confidential Exhibit E** confidential treatment and limit access to **Confidential Exhibit E** to Commissioners and Commission Staff who are involved in the consideration of the Application. Further, Applicant requests that **Confidential Exhibit E** not be posted to any public website, maintained in any public file or public filing room, or otherwise released to the public.

Please date-stamp and return the enclosed extra copy of this Cover Letter in the envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact me or my colleague, Denise Wood (202-373-6640).

Respectfully submitted,

Anthony C. DeCusatis
Anthony C. DeCusatis
Catherine G. Vasudevan

Counsel for Applicants

RECEIVED

DEC 13 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Morgan, Lewis & Bockius LLP

1701 Market Street
Philadelphia, PA 19103-2921
United States

📞 +1.215.963.5000
📠 +1.215.963.5001


CERTIFICATE OF SERVICE

I hereby certify that on this day 13th of December, 2018, I caused to be served a copy of the foregoing application upon the following, by first class mail, postage prepaid, or equivalent service:

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of Attorney General
Office of Consumer Protection
Strawberry Square
Harrisburg, PA 17120



Anthony C. DeCusatis

Application of:

A-2018

ExteNet Asset Entity, LLC ("EAE").

for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

- 1. IDENTITY OF THE APPLICANT:** The name, address, telephone number, and fax number of the Applicant.

Applicant's legal name is ExteNet Asset Entity, LLC. Applicant may be reached at its principal office:

**3030 Warrenville Road, Suite 340
Lisle, IL 60532
Tel: 630-505-3800
Fax: 630-577-1332
www.extenetsystems.com**

Applicant is a direct, wholly owned subsidiary of ExteNet Issuer, LLC, which in turn is wholly owned by ExteNet Guarantor, LLC, which in turn is wholly owned by ExteNet Systems, Inc. ("ESI"). ESI is a privately held Delaware corporation and a direct, wholly owned subsidiary of Odyssey Acquisition, LLC ("Odyssey"), a Delaware limited liability company. Odyssey is an indirect, wholly owned subsidiary of Mount Royal Holdings, LLC ("Parent"), a Delaware limited liability company. Parent has executive offices located at 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487. Parent has no majority owner, but rather is owned by multiple private equity firms and certain individuals in management of ESI.¹

Founded in 2002, ESI and its subsidiaries (collectively, "ExteNet") design, build, own and operate distributed networks for use by national and regional wireless service providers ("WSPs") in key strategic markets in North America. Using fiber-fed distributed antenna systems, small cells, Wi-Fi and other technologies, ExteNet deploys distributed networks to enhance coverage and capacity and enable superior wireless service in both outdoor and indoor environments. Primary markets addressed by ExteNet include outdoor distributed networks in a variety of densely occupied or heavily traveled settings, and venues used for sports and entertainment events, the hospitality industry, commercial buildings, and healthcare facilities. With its recent acquisition of Hudson Fiber Network and assets of Axiom, ExteNet also provides private lines or IP-based transport services to other carrier and enterprise customers.

¹ Additional information regarding the ownership of Parent was provided in A-2015-2497615 and is incorporated by reference.

This Application is being filed to implement a plan that will expand the ExteNet family of authorized operating companies to better align their businesses with current and future customer focus and growth and to obtain additional debt financing. As a result of certain intra-corporate changes, EAE will operate certain assets that will be assigned from ESI to EAE, including certain ESI customer accounts and contracts, antennas, fiber and other telecommunications equipment. Following this transaction, EAE will primarily provide service and networks, including dark fiber, targeted to WSPs. ESI will continue to operate under its existing certificate and will continue to develop, sell, and construct new distributed networks, along with providing "lit" services to commercial users and new services. Accordingly, EAE herein seeks authorization to operate as a competitive access provider. Applicant and ESI will separately file an application for approval of the intra-corporate assignment that will occur between ESI and EAE (the "Asset Assignment").

Please identify any predecessors of the Applicant and provide other names under which the Applicant has operated within the preceding five years, including name, address, and telephone number.

Not applicable.

2. **ATTORNEY:** The name, address, telephone number, and fax number of the Applicant's attorney.

Anthony C. DeCusatis
PA I.D. No. 25700
Catherine G. Vasudevan
PA I.D. No. 210254
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
215-963-5000 (tel)
215-963-5001 (fax)
anthony.decusatis@morganlewis.com
catherine.vasudevan@morganlewis.com

3. **CONTACTS:**

A) **APPLICATION:** The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed.

In addition to Applicant's Attorney, questions about this Application should be addressed to:

Catherine Wang
Denise S. Wood
Morgan Lewis & Bockius LLP
1111 Pennsylvania Ave., N.W.
Washington, DC 20004

202-739-3000 (tel)
202-739-3001 (fax)
catherine.wang@morganlewis.com
denise.wood@morganlewis.com

and

H. Anthony Lehv
Secretary & General Counsel
ExteNet Asset Entity, LLC
3030 Warrenville Road, Suite 340
Lisle, IL 60532
alehv@extenetsystems.com

B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA): The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA (Pennsylvania Emergency Management Agency).

Network Operations Center
ExteNet Asset Entity, LLC
3030 Warrenville Rd.
Lisle, IL 60532
Tel: 866-892-5327
Fax: 630-577-1332
noc@extenetsystems.com

or

Brian Kirk
Assistant General Counsel
ExteNet Asset Entity, LLC
3030 Warrenville Rd., Suite 340
Lisle, IL 60532
Tel: 630-505-3811
Fax: 630-577-1332
bkirk@extenetsystems.com

C) RESOLVING COMPLAINTS: Name, address, telephone number, and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.

Brian Kirk
Assistant General Counsel
ExteNet Asset Entity, LLC 3030 Warrenville Rd., Suite 340
Lisle, IL 60532

Tel: 630-505-3811
Fax: 630-577-1332
bkirk@extenetsystems.com

and

H. Anthony Lehv
Secretary & General Counsel
ExteNet Asset Entity, LLC
3030 Warrenville Road, Suite 340
Lisle, IL 60532
Tel: 630-245-1905
Fax: 630-577-1332
alehv@extenetsystems.com

4. **FICTITIOUS NAME:**

- The Applicant will not be using a fictitious name.
- The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. § 311, Form PA-953.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** Applicant has registered its business with the Pennsylvania Department of State. Please check the appropriate registration type for Applicant as designated with the Department.

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | Sole proprietor |
| <input type="checkbox"/> | Domestic general partnership |
| <input type="checkbox"/> | Domestic corporation |
| <input type="checkbox"/> | Domestic limited partnership |
| <input type="checkbox"/> | Domestic limited liability company |
| <input type="checkbox"/> | Domestic limited liability partnership |
| <input type="checkbox"/> | *Foreign corporation |
| <input type="checkbox"/> | *Foreign general or limited partnership |
| <input checked="" type="checkbox"/> | *Foreign limited liability company |
| <input type="checkbox"/> | *Foreign limited liability general partnership |
| <input type="checkbox"/> | *Foreign limited liability limited partnership |

*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Corporation Service Company
2595 International Drive
Suite 103
Harrisburg, PA 17110

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization.

Please see Exhibit A for Applicant's Certificate of Formation and Exhibit B for Applicant's Certificate of Authority to Transact Business in Pennsylvania.

The Applicant is incorporated in the State of Delaware.

Give name and address of officers:

The officers of EAE, who are listed below, may be reached at Applicant's principal place of business listed in Section 1, above:

Officers:

**James Hyde – President
Daniel L. Timm – Vice President
H. Anthony Lehv – Secretary & General Counsel
Douglas Newkirk – Assistant Secretary
Lindsay Pieropoulos – Assistant Secretary**

Biographies of EAE's key personnel are provided in Exhibit C.

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.
- The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or an affiliate has predecessors who have done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

Applicant has one affiliate that is a jurisdictional public utility in Pennsylvania:

ExteNet Systems, Inc. ("ESI"), located at 3030 Warrenville Rd., Suite 340, Lisle, IL 60532, is authorized to provide services in Pennsylvania as a competitive access provider pursuant to a Certificate issued in Docket No. A-311399 on January 27, 2006.

Applicant is a newly formed company and does not have any predecessors.

7. AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:

- The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates and predecessors (please identify affiliates versus predecessors).

The following affiliates of Applicant render public utility service outside Pennsylvania:

**ExteNet Systems, Inc.
ESI Advanced Wireless Networks, LLC
ExteNet Systems (California), LLC
ExteNet Systems (Virginia), LLC
ExteNet Systems (New York), Inc.
Hudson Fiber Network, Inc.
Telecommunications Properties, Inc.**

These affiliates may be reached at 3030 Warrenville Rd., Suite 340, Lisle, IL 60532.

Collectively, ExteNet² holds authorizations to provide intrastate telecommunications services in the District of Columbia and every state except Alaska, Iowa, Maine, Montana, North Dakota, Vermont, and Wyoming. In Pennsylvania, ESI is authorized as a competitive access provider pursuant to a certificate granted in Docket No. A-311399. ESI also holds authorization from the FCC to provide domestic (interstate) telecommunications services.

² ESI also anticipates seeking authorization to provide telecommunications services in Vermont.

8. **APPLICANT'S PRESENT OPERATIONS:** (Select and complete the appropriate statement)

The applicant is not presently doing business in Pennsylvania as a public utility.

The applicant is presently doing business in Pennsylvania as a:

Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)

Competitive Local Exchange Carrier:

Facilities-Based

UNE-P

Data Only

Reseller

Incumbent Local Exchange Carrier.

Other (Identify).

9. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as:

Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)

Competitive Local Exchange Carrier. The applicant is not presently doing business in Pennsylvania as a public utility.

Incumbent Local Exchange Carrier

Other (Identify).

10. **PROPOSED SERVICES:** Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation. Provide a brief description of the facilities the Company will use to provide

services. Specify whether those facilities are Company-owned or obtained from other companies as UNEs or on a resold basis.

EAE seeks authority to provide competitive access services in Pennsylvania. The telecommunications services EAE expects to provide initially will include point-to-point telecommunications services. These services will be offered to WSPs, other telecommunications carriers and communications providers. EAE will provide the same services as currently provided by its affiliate, ESI, and will initially utilize the existing fiber network and other telecommunications infrastructure of ESI in Pennsylvania, which will be transferred to EAE in connection with the Asset Assignment.

11. **SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

Applicant seeks authority to offer services statewide.

12. **MARKET:** Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.

Applicant will market its competitive access services to WSPs, other telecommunications carriers and communications providers, and enterprise customers.

13. **PROPOSED TARIFF(S):** Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC Reseller, CLEC, CAP, or IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

A copy of the Applicant's proposed Competitive Access Provider Tariff is attached as Exhibit D.

14. **FINANCIAL:** *Attach the following to the Application:*

A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;

Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;

A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the

name, title, address, telephone number and fax number of the Applicant's custodian for its accounting records and supporting documentation; and indicate where the Applicant's accounting records and supporting documentation are, or will be, maintained.

If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

As a newly formed company, EAE does not have financial statements. Therefore, a copy of the most recent consolidated financial statements of ESI, EAE's parent company, is under seal as Confidential Exhibit E. ESI is a privately owned company that does not release its financial statements to the public. Applicant therefore requests confidential treatment of the financial statements.

Applicant's accounting records and supporting documents will be maintained at its principal office stated in Item #1.

15. **START DATE:** The Applicant proposes to begin offering services on or about

Applicant expects to begin providing services immediately upon completion of the transfer of assets from ESI to Applicant.

16. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

As described in response to Question #1, this Application is being filed in connection with an intra-corporate Asset Assignment. Applicant and ESI have concurrently filed an application for approval of the Asset Assignment and EAE will also file an Abbreviated Securities Certificate, requesting that the Commission issue a Notice of Registration of a Securities Certificate for EAE to participate in certain financing arrangements related to the transaction.

17. **NOTICE:** Pursuant to 52 Pa. Code § 5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923

Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of Attorney General
Office of Consumer Protection
Strawberry Square
Harrisburg, PA 17120

A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.

A Certificate of Service is attached to this Application.

18. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the Federal Telecommunications Act of 1996. Provide supporting facts.

Applicant does not claim any eligible telecommunications carrier or other special status pursuant to the Federal Telecommunications Act of 1996. However, Applicant will be a domestic competitive telecommunications provider pursuant to Section 214 of the Telecommunications Act.

19. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

Applicant, its parent company, and persons identified in this Application have not been convicted of any criminal or fraudulent activity. To Applicant's knowledge, there are no proceedings in the last five years in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent.

20. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§ 4903 and 4904, relating to perjury and falsification in official matters.

This Application complies with 18 Pa. C.S. §§4903 and 4904.

21. **CESSATION:** The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

Applicant: ExteNet Asset Entity, LLC

By: H. Anthony Lehv

Title: Secretary & General Counsel

22. **AFFIDAVIT:** Attach to the Application an affidavit as follows:

AFFIDAVIT

[Commonwealth/State] of Illinois :
: ss.
County of Du Page :

H. Anthony Lehv, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

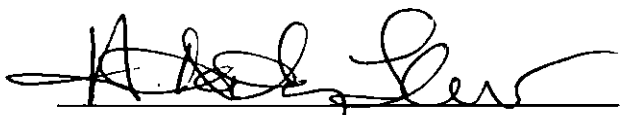
Affiant is the Secretary & **General Counsel** (Office of Affiant) of **ExteNet Asset Entity, LLC** (Name of Applicant;)

That Affiant is authorized to and does make this affidavit for said corporation;

That **ExteNet Asset Entity, LLC**, the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 6, 1996, or with other applicable statutes or regulations;

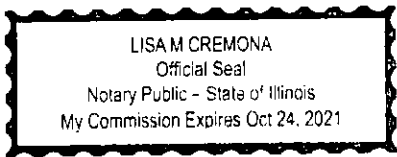
That **ExteNet Asset Entity, LLC**, the Applicant herein, asserts that Affiant possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.


That the facts above set forth are true and correct to the best of Affiant knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.



Signature of Affiant

Sworn and subscribed before me this 22 day of October _____, 2018.
Month Year





Signature of official administering oath

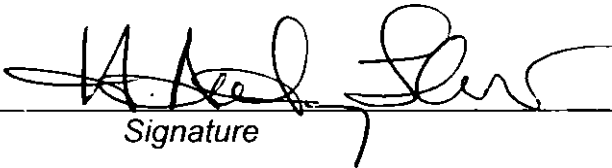
My Commission expires Oct. 24, 2021.

23. § 1.36 Verification.

Verification

*I, **H. Anthony Lehv**, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).*

10/22/18
Date



Signature

H. Anthony Lehv
Printed name

LIST OF EXHIBITS

Exhibit A	-	Certificate of Formation
Exhibit B	-	Certificate of Authority to Transact Business
Exhibit C	-	Management Biographies
Exhibit D	-	Proposed Competitive Access Provider Tariff
Confidential Exhibit E	-	Financial Statements of ExteNet Systems, Inc. (CONFIDENTIAL - Filed Under Seal)

Certificate of Service

EXHIBIT A

Certificate of Formation

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "EXTENET ASSET ENTITY, LLC", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF AUGUST, A.D. 2018, AT 8:25 O'CLOCK A.M.




Jeffrey W. Bullock, Secretary of State

7029085 8100
SR# 20186335625

Authentication: 203305862
Date: 08-24-18

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:23 AM 08/24/2018
FILED 08:25 AM 08/24/2018
SR 20186335625 - File Number 7029085

CERTIFICATE OF FORMATION

OF

EXTENET ASSET ENTITY, LLC

This Certificate of Formation of ExteNet Asset Entity, LLC (the "LLC"), dated as of August 24, 2018, has been duly executed and is being filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. § 18-101, *et seq.*).

FIRST. The name of the limited liability company formed hereby is ExteNet Asset Entity, LLC.

SECOND. The address of the registered office of the LLC in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808.

THIRD. The name and address of the registered agent for service of process on the LLC in the State of Delaware are Corporation Service Company, 251 Little Falls Drive, Wilmington, New Castle County, Delaware 19808.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above written.

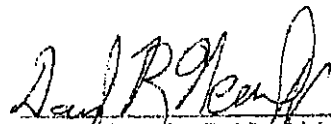

Name: Douglas R. Newkirk
Authorized Person

EXHIBIT B

Certificate of Authority to Transact Business

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

<input type="checkbox"/> Return document by mail to: <u>CSC order # 425234-40</u> <u>VBK</u> Name CSC (xx) Return document by email to: <u>cscpa@cscglobal.com</u>	Foreign Registration Statement DSCB:15-412 (rev. 2/2017) TCO181011MW1250
---	---

Read all instructions prior to completing. This form may be

Fee: \$250 I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

ExteNet Asset Entity, LLC

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

3. The jurisdiction of formation is: Delaware

4. The street and mailing address of the association's principal office.

3030 Warrenville Road, Suite 340, Lisle, IL 60532

Number and street City State Zip

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

Number and street City State Zip

2018 OCT 10 AM 9:46
PA DEPT. OF STATE

5. The (a) address of the association's proposed registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) - not both:

(a) _____
Number and street City State Zip County
OR

(b) c/o: Corporation Service Company Dauphin
Name of Commercial Registered Office Provider County

6. Check one of the following:

- The association may not have series.
- The association may have one or more series.

7. Effective date of registration of foreign association (check, and if appropriate complete, one of the following):

- The Foreign Registration Statement shall be effective upon filing in the Department of State.
- The Foreign Registration Statement shall be effective on: _____ at _____
Date (MM/DD/YYYY) Hour (if any)

8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

- The association is a limited liability company which is not organized to render any of the below professional service(s).
- The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)

Chiropractic Dentistry Law Medicine and surgery
 Optometry Osteopathic medicine and surgery Podiatric medicine Public accounting
 Psychology Veterinary medicine

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 9TH day of OCTOBER, 2018.


ExteNet Asset Entity, LLC
Name of Association

Signature DANIEL L. TIMM
CFO
Title

EXHIBIT C

Management Biographies

James Hyde – Chief Executive Officer

James Hyde brings more than 20 years of experience in telecommunications and digital infrastructure to ExteNet as well as deep expertise in operations, general management and sales.

Prior to joining ExteNet, Mr. Hyde served as President of Prepaid Group, Wholesale, Affiliates and Strategic Partnerships at Sprint, where he led the company's efforts to build out its MVNO and prepaid services businesses. Mr. Hyde also ran a number of other business units at Sprint including Boost Mobile, Virgin Mobile, and Assurance Wireless.

Previously, Mr. Hyde was the Executive Chairman at Fastback Networks, a wireless backhaul solutions provider. Earlier in his career, Mr. Hyde held management and board director roles at GPS Industries, Lumos Networks, NTELOS Holdings and T-Mobile UK.

Mr. Hyde graduated from Arizona State University with a Bachelor of Science degree in Finance and was a member of the 1988 U.S. Olympic weightlifting team. He has been active in several industry associations including Competitive Carriers Association (CCA) and CTIA where he previously served in various leadership roles.

Richard Coyle, Executive Vice President and Chief Operating Officer

Richard Coyle has over twenty years of growing and improving the operational, financial and market position of businesses.

Prior to his role with ExteNet, Mr. Coyle served as Operating Partner for Fiber at Digital Bridge Holdings LLC, where was responsible for executing the firm's investments in global fiber networks and lending his operations expertise to the businesses. Previously, Mr. Coyle served as Senior Vice President of Network Operations at Wilcon, a fiber and data center infrastructure solutions provider, where he built the company into a leading fiber provider for Los Angeles-serving enterprises, carriers and dark fiber customers.

Before joining Wilcon, Mr. Coyle was Senior Vice President of Operations at Zayo Group where he led operations for their metro fiber networks throughout the United States. He has also held management roles at American Fiber Systems, IDACOMM and Sierra Pacific Resources.

Mr. Coyle graduated from City University of New York-Queens College with a degree in Accounting.

Daniel L. Timm – Executive Vice President and Chief Financial Officer

Dan Timm is an experienced senior executive, bringing to ExteNet a combination of investor perspective and managerial capabilities across all functional areas, with a record of demonstrated success in many growing companies. Throughout his career,

Dan has built and led management teams, effectively managed relationships with all stakeholders, and played key roles in corporate acquisitions, divestitures, recapitalizations and IPOs. He has significant experience across a broad spectrum of industries, including communications services and infrastructure, contract electronics manufacturing, food processing, transaction processing, business process outsourcing, healthcare services, IT services, and specialty pharmaceuticals.

Prior to joining ExteNet, Dan was an operating partner with GTCR Golder Rauner, where he was a director for numerous companies (public and private, large and small), acting as GTCR's primary interface with senior company executives and other constituents. He also has served as SVP and CFO of Chatham Technologies, president and director of The Bruss Company, and senior associate at Ridge Capital (a middle market focused private equity firm). He began his career at PricewaterhouseCoopers, advancing to manager of M&A consulting.

Dan earned an MBA in Finance from the University of Chicago, a BS in Accountancy from the University of Illinois-Urbana and is a CPA.

Andrew G. Chavez - Senior Vice President, Sales & Marketing

Andrew Chavez currently is the Senior Vice President of Sales & Marketing for ExteNet Systems. In this role, he is responsible for setting strategy, new business development and managing the overall client relationships for the Sales & Marketing team.

Andy joined ExteNet Systems in April 2013 and prior to that, led the North American Customer Business Team for Nokia Siemens Networks. Andy brings with him more than 20 years of experience in the telecommunications industry.

EXHIBIT D

Proposed Competitive Access Provider Tariff

COMPETITIVE ACCESS PROVIDER TARIFF

COMPETITIVE ACCESS PROVIDER TARIFF

Provided by

ExteNet Asset Entity, LLC
3030 Warrenville Road, Suite 340
Lisle, IL 60532

Applying to Dedicated Point-To-Point Communications Services
Between Points in the Commonwealth of Pennsylvania
and Containing Rates, Rules and Regulations Governing Service

Any provisions contained in this Tariff
that are inconsistent with State and Federal laws
will be deemed inoperative and suspended.

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Issued by:
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3030 Warrenville Road, Suite 340
Lisle, IL 60532

Effective:

COMPETITIVE ACCESS PROVIDER TARIFF

List of Modifications

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COMPETITIVE ACCESS PROVIDER TARIFF

CHECK PAGE

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

Page	Number of Revision	Page	Number of Revision	Page	Number of Revision
1	Original*	26	Original*		
2	Original*	27	Original*		
3	Original*	28	Original*		
4	Original*	29	Original*		
5	Original*	30	Original*		
6	Original*	31	Original*		
7	Original*	32	Original*		
8	Original*	33	Original*		
9	Original*	34	Original*		
10	Original*	35	Original*		
11	Original*	36	Original*		
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21	Original*				
22	Original*				
23	Original*				
24	Original*				
25	Original*				

* Included in this filing

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COMPETITIVE ACCESS PROVIDER TARIFF

TARIFF FORMAT

This tariff is divided into the following major sections:

- Section 1: Definitions
- Section 2: Rules and Regulations
- Section 3: Rate Schedules

- A. **Page Numbering:** Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would 14.1.
- B. **Page Revision Numbers:** Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Pennsylvania Public Utility Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the Pennsylvania Public Utility Commission follows in its tariff approval process, the most current page number on file with the Pennsylvania Public Utility Commission is not always the tariff page in effect. Consult the Check Page for the page currently in effect.
- C. **Paragraph Numbering Sequence:** There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
 - 2.1.1.1.1
 - 2.1.1.1.1.1
 - 2.1.1.1.1.1.1
- D. **Check Pages:** When a tariff filing is made with the Pennsylvania Public Utility Commission, an updated check page accompanies the tariff filing. The check page lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

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COMPETITIVE ACCESS PROVIDER TARIFF

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COMPETITIVE ACCESS PROVIDER TARIFF

Preliminary Statement

This tariff governs the service offerings, rates, terms and conditions applicable to the furnishing of Competitive Access Provider (“CAP”) Services by ExteNet Asset Entity, LLC (referred to herein as “Company” or “ExteNet”) that originate and terminate in Pennsylvania. Service is offered for dedicated point-to-point circuits on a Distributed Antenna System Network pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules of this tariff. Service is not offered or available for purchase by residential and/or business end users. Service is available 24 hours per day, seven days per week and is subject to the availability of necessary equipment and facilities and the economic feasibility of providing such necessary equipment and facilities. Services are offered via the Company’s facilities (whether owned, leased, or under contract), and may be provided in combination with services provided by other carriers.

This tariff is on file with the Pennsylvania Public Utility Commission, and copies may be inspected during normal business hours at the Company's principal place of business and business office located at 3030 Warrenville Road, Suite 340, Lisle, IL 60532. This tariff is intended to be in conformance with all applicable State and Federal laws (including, but not limited to, 52 Pa. Code, 66 Pa C.S., and the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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COMPETITIVE ACCESS PROVIDER TARIFF

EXPLANATION OF SYMBOLS

- (D) Decrease
- (I) Increased
- (C) Change

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COMPETITIVE ACCESS PROVIDER TARIFF

1 DEFINITIONS

Advance Payment: Part or all of a payment required before the start of service.

Business Hours: The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday, excluding Holidays.

Business Office: The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection. The address of the business is: 3030 Warrenville Road, Suite 340, Lisle, IL 60532.

Commission or PA PUC: The Pennsylvania Public Utility Commission.

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: The term "Company" means ExteNet Asset Entity, LLC.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

Dark Fiber: Unactivated optical fiber deployed without optoelectronics and through which no light is transmitted and no signal is carried.

Dim Fiber: Unactivated optical fiber deployed with optoelectronics on one end owned by the customer, and on one end owned by the Company, and which may carry signals.

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COMPETITIVE ACCESS PROVIDER TARIFF

1 DEFINITIONS (cont'd.)

Distributed Antenna System (“DAS”): As used by Company, a network of components that input an RF signal from Customer equipment located at a Head End, convert it to an optical signal, transport it on fiber optic facilities to one or more remote locations, and then re-convert it back to an RF signal that is transmitted from an antenna at the remote location. This network is bi-directional, and the same components input an RF signal from an antenna at the remote location, convert it to an optical signal, transport it on fiber optic facilities to a Head End, and then re-convert it back to an RF signal that is handed off to Customer equipment located at a Head End.

Head End: A physical location, building or structure used to house the Company equipment and Customer equipment used to transfer originating and terminating traffic between Company and Customer.

Holiday: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

Individual Case Basis (“ICB”): Customer-specific arrangements that may vary from tariff in rates, terms and/or conditions according to Customer-specific requirements and service-specific parameters.

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company’s facilities or service, or any other reason covered by this tariff or by applicable law.

Lambda: A specific wavelength on a fiber optic system.

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COMPETITIVE ACCESS PROVIDER TARIFF

1 DEFINITIONS (cont'd.)

Non-Business Hours: The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, and all day Saturday, Sunday, and Holidays.

Nonrecurring Charges: Charges to the Customer for services and equipment, assessed by the Company once, usually at the origination or termination of services, and/or installation of equipment.

Permanent Virtual Circuit ("PVC"): A bi-directional transmission path of variable bandwidth that carries RF traffic between a Company Head End and one or more remote Point(s) of Presence, provisioned on a Company-provided DAS.

Point of Presence ("POP"): A physical location at the remote end (i.e., non-Head End) of a PVC that hosts Company and/or Customer RF/optical conversion, fiber interconnect, and/or multiplexing equipment that is connected to the fiber optic system carrying the PVC.

Recurring Charges: Monthly, quarterly or other periodic charges to the Customer for services and equipment, which continue for the agreed-upon duration of the service.

RF: Radio Frequency.

SONET: Synchronous Optical Network standard for optical telecommunications transport services developed by the American National Standards Institute.

Service: Any service or services, singly or in any combination, offered pursuant to the terms of this tariff.

Telecommunications: The transmission of voice and/or data communications between two points.

Timely Payment: A payment on Customer's account made on or before the due date.

Term Agreement: An agreement between the Company and the Customer for a fixed period of time.

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COMPETITIVE ACCESS PROVIDER TARIFF

2 RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

- 2.1.1** The Company's services are furnished for telecommunications services originating and terminating within the Commonwealth of Pennsylvania.
- 2.1.2** The Company is a facilities-based and resale provider of telecommunications to Customers for the direct transmission and reception of voice, data, and other types of communications. Services are offered via the Company's facilities (whether owned, leased, or under contract), and may be provided in combination with services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.
- 2.1.3** The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

2.2 SHORTAGE OF FACILITIES OR EQUIPMENT AND OTHER LIMITATIONS

- 2.2.1** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.2.2** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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COMPETITIVE ACCESS PROVIDER TARIFF

2 RULES AND REGULATIONS (cont'd.)

2.3 TERMS AND CONDITIONS

- 2.3.1** A Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: the Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.
- 2.3.2** Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history unless the Customer pays a deposit, and to refuse further service due to late payment or nonpayment by the Customer. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

2.4 LIMITATIONS ON LIABILITY

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

- 2.4.1.1** Service Irregularities

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

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2 RULES AND REGULATIONS (cont'd.)

2.4 LIMITATIONS ON LIABILITY (cont'd)

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

2.4.1.1.3 The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary Network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

2.4.1.2 Claims of Misuse of Service

2.4.1.2.1 The Company shall be indemnified and saved harmless by the Customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof., against claims for infringement of patents arising from combining or using apparatus and systems of the Customer with facilities of the Company; and against all other claims arising out of any act or omission of the Customer in connection with the services and facilities provided by the Company.

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

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2 RULES AND REGULATIONS (cont'd.)

2.4 LIMITATIONS ON LIABILITY (cont'd)

2.4.1.3 Defacement of Premises

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

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

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

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2 RULES AND REGULATIONS (cont'd.)

2.4 LIMITATIONS ON LIABILITY (cont'd)

2.4.1.5 Service at Outdoor Locations

2.4.1.5.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the Customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations.

2.4.1.6 Warranties

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

2.4.1.6.2 Acceptance of the provisions of Section 2.4 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.4.1.7 Scope of liability

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

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COMPETITIVE ACCESS PROVIDER TARIFF**2. RULES AND REGULATIONS (cont'd.)****2.5 OWNERSHIP OF FACILITIES**

2.5.1 Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors or suppliers.

2.6 PROHIBITED USES

2.6.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents and permits.

2.6.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.

2.6.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

2.6.4 A Customer or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply. Additionally, Customer may be liable for termination charges if Customer terminates any contract prior to expiration of its term.

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COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS (cont'd.)

2.7 OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

- 2.7.1** placing any necessary Service Orders; complying with tariff terms and conditions; for assuring that users comply with tariff regulations; and for payment of charges for calls originated from the Customer's telephone lines
- 2.7.2** arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services
- 2.7.3** maintaining its equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

2.8 INTERCONNECTION OF FACILITIES

- 2.8.1** A Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.8.2** Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

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COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS (cont'd.)

2.9 CUSTOMER ADVANCE PAYMENTS AND DEPOSITS

2.9.1 Advance Payments

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

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

2.9.2 Deposits

2.9.2.1 The Company may, at its sole discretion, require a deposit or usage prepayment as a condition to Customer's receiving new service or additional service. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.

2.9.2.2 In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that may be required from Customers to ensure payment of bills.

2.9.2.3 Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for.

2.9.2.4 Deposits will bear interest at the rate of 6% per annum. Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest on deposits are payable at the rate of the average 1-year US Treasury bills for September, October, and November of the-previous year without deduction for any taxes on such deposits. Interest will not accrue on any deposits after the date on which reasonable effort has been made to return it to the customer.

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COMPETITIVE ACCESS PROVIDER TARIFF

2. RULES AND REGULATIONS (cont'd.)

2.10 PAYMENT ARRANGEMENTS

2.10.1 Payment for Service

2.10.1.1 The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

2.10.2 Taxes

2.10.2.1 Appropriate federal, state, local and municipal taxes and surcharges will be charged on Services and are in addition to the rates for Service set forth in this tariff unless otherwise stated.

2.10.2.2 Customers shall pay all sales, use, gross receipts, excise, access, bypass, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on the Company's net income). Such taxes shall be separately stated on the applicable invoice.

2.10.2.3 When a municipal corporation or other political subdivision of the state collects from the Company a license tax, privilege tax, street use tax, franchise fee, permit fee, or any tax, exaction, or fee measured by poles, wires, conduits, manholes, telephones, other units of plant, income or activities as a public service corporation, such taxes, exactions and fees shall, insofar as practicable, be billed pro rata to the Customers receiving service within the territorial limits of the municipal corporation or political subdivision.

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COMPETITIVE ACCESS PROVIDER TARIFF

2 RULES AND REGULATIONS (cont'd.)

2.11 BILLING AND COLLECTION OF CHARGES

- 2.11.1** The Customer is responsible for payment of all charges incurred by the Customer for services and facilities furnished to the Customer by the Company. The Company is not responsible for any telephone charges that may be incurred by the Customer in gaining access to the Company's Network.
- 2.11.2** Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- 2.11.3** Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.25 percent per month late payment charge for any unpaid balance. The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.
- 2.11.4** Monthly recurring charges that are not usage-sensitive are billed monthly in advance. Usage charges are billed monthly in arrears. In the event the Company changes its rates, recurring monthly charges affected by such change will be assessed at the new rate for the full billing period during which the new recurring charge rate became effective.

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COMPETITIVE ACCESS PROVIDER TARIFF

2 RULES AND REGULATIONS (cont'd.)

2.11 BILLING AND COLLECTION OF CHARGES (cont'd)

2.11.5 If the Company hires a collection agency to collect, or attempt to collect, any charges owed, the Customer will be liable to the Company for an additional payment equal to 35% of the charges owed, where permitted by applicable law. If the Company incurs any fees or expenses, including attorneys' fees, in collecting, or attempting to collect, any charges owed the Company other than by hiring a collection agency, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

2.11.6 The Company does not offer service to residential customers. In the event that the Company offers services to residential customers in the future, it will comply with the requirements of Chapter 64 in 52 Pa. Code regarding billing standards and practices for residential customers. In instances where sections of this tariff may conflict with Chapter 64 regulations, the regulations in Chapter 64 will prevail.

2.12 BILLING DISPUTES

2.12.1 General

2.12.1.1 Billing disputes should be addressed to Company's customer service organization via telephone to 866-342-2900. Customer service representatives are available from 9:00 AM to 5:00 PM Central Time. Messages may be left for Customer Service from 5:00 PM to 9:00 AM Central Time, which will be answered on the next business day, except in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

2.12.1.2 The undisputed portions of the bill must be paid by the payment due date shown on the bill to avoid assessment of a late payment charge on the undisputed amount under Section 2.11.3, preceding.

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2 RULES AND REGULATIONS (cont'd.)

2.12 BILLING DISPUTES(cont'd)

2.12.2 Adjustments or Refunds to the Customer

2.12.2.1 In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.

2.12.2.2 In the event the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

2.12.2.3 In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.

2.12.2.4 All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

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2 RULES AND REGULATIONS (cont'd.)

2.13 UNRESOLVED BILLING DISPUTES

2.13.1 In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer can take the following course of action:

2.13.1.1 First, the Customer may request and the Company will provide an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

2.13.1.2 Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
400 North Street
Harrisburg, Pennsylvania 17120
Telephone: 1-800-692-7380

2.13.1.3 In order to avoid suspension of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the Company will not suspend service prior to the payment due date as shown on the bill.

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2 RULES AND REGULATIONS (cont'd.)

2.14 DISCONTINUANCE OF SERVICE

2.14.1 Upon violation of any of the material terms or conditions for furnishing service, the Company shall mail or deliver written notice to the Customer at least seven (7) days before the date of the proposed suspension. When at least ten (10) days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension.

2.14.2 Service may be suspended by written notice for any of the following reasons:

2.14.2.1 Nonpayment of any sum due to the Company for service more than thirty (30) days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs as determined by the Court.

2.14.2.2 By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service.

2.14.2.3 Failure to post a required deposit or guarantee.

2.14.2.4 Unlawful use of the service or use of the service for unlawful purposes.

2.14.2.5 Violation of, or failure to comply with, any regulation or condition governing the furnishing of service.

2.14.2.6 If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services.

2.14.2.7 If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.

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2 RULES AND REGULATIONS (cont'd.)

2.14 DISCONTINUANCE OF SERVICE (cont'd.)

2.14.3 The Company may suspend service without prior notice if it is based on an occurrence that endangers the safety of a person or appears likely to prove physically harmful to the service delivery system. At the time of suspension, the Company shall mail a notice of suspension to the Customer's billing address.

2.14.4 Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

2.15 RESTORATION OF SERVICE

2.15.1 The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

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2 RULES AND REGULATIONS (cont'd.)

2.16 NOTICE TO COMPANY FOR CANCELLATION OF SERVICE

2.16.1 Customer may cancel service by providing written notice to Company five (5) days prior to cancellation. However, Customer may not cancel service prior to expiration of the initial one (1) year term.

2.16.2 Customer is responsible for charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.

2.16.3 Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

2.16.3.1 Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or

2.16.3.2 Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; or

2.16.3.3 Customer has ordered service and construction has either begun or has been completed, but no service provided.

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2 RULES AND REGULATIONS (cont'd.)

2.17 ALLOWANCES FOR INTERRUPTION IN SERVICE

2.17.1 A credit allowance will be given when service is interrupted, except as specified in Section 2.18 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a service, facility or circuit furnished by the Company under this tariff.

2.17.2 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

2.17.3 If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

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2 RULES AND REGULATIONS (cont'd.)

2.18 LIMITATIONS ON ALLOWANCES

2.18.1 No credit allowance will be made for any interruption in service:

- 2.18.1.1** Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- 2.18.1.2** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- 2.18.1.3** Due to circumstances or causes beyond the control of the Company;
- 2.18.1.4** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- 2.18.1.5** During any period in which the Customer continues to use the service on an impaired basis;
- 2.18.1.6** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.18.1.7** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; or
- 2.18.1.8** That was not reported to the Company within thirty (30) days of the date that service was affected.

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2 RULES AND REGULATIONS (cont'd.)

2.19 USE OF ANOTHER MEANS OF COMMUNICATIONS

2.19.1 If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.20 APPLICATION OF CREDITS FOR INTERRUPTIONS IN SERVICE

2.20.1 Except as provided in Section 2.18 above, when main service is interrupted for a period of at least 24 hours, the Company shall provide credits to Customers at the following rate:

2.20.1.1 One-thirtieth of monthly rate for each of the first three full 24-hour periods.

2.20.1.2 Two-thirtieths of monthly rates for each full 24-hour period beyond the first three 24-hour periods.

2.20.1.3 However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company that have been rendered useless or impaired.

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COMPETITIVE ACCESS PROVIDER TARIFF

3 RATE SCHEDULES

3.1 SCHEDULE 1: DEDICATED POINT-TO-POINT PERMANENT VIRTUAL CIRCUIT (“PVC”) TRANSPORT SERVICE

3.1.1 Service Description

Dedicated Point-To-Point PVC Transport Service is available on the Company’s Distributed Antenna Systems. Dedicated Point-To-Point PVC Transport Service begins at a Company Head End. Customers are responsible for providing or obtaining circuits to connect from their networks to the Company Head End. The Head End contains Customers’ circuit terminating equipment, Base Transceiver Station and related peripheral equipment, as well as Company’s and/or Customer’s RF/Optical conversion equipment. The RF/Optical conversion equipment converts Customers’ RF signals into optical signals, and places those signals into a PVC that traverses Company DAS network facilities between the Head End and one or more Points of Presence (“POPs”).

3.1.2 Monthly Recurring Rate Elements

The following monthly recurring rate elements apply to Dedicated Point-To-Point PVC Transport Service:

3.1.2.1 Signal Conversion Rate

Signal Conversion Rates apply where Company owns the RF/optical conversion equipment. Signal Conversion Rates are not applicable when the Customer owns the RF/optical conversion equipment.

3.1.2.1.1 Local Signal Conversion Rate

A Local Signal Conversion Rates applies when the RF/optical conversion equipment located at the Head End is owned and operated by Company.

3.1.2.1.2 Remote Signal Conversion Rates

Remote Signal Conversion Rates apply when the RF/optical conversion equipment located at the POPs distributed throughout a Company network is owned and operated by Company.

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3. RATE SCHEDULES (cont'd.)

3.1.2.2 Committed Information Rate

The Committed Information Rate ("CIR") of a PVC is the amount of bandwidth selected by Customer to carry the RF traffic that is optically converted and transported over the Company DAS network, stated in MegaHertz ("MHZ") and made available in Tiers (increments) of 5 MHZ to 60 MHZ per PVC.

3.1.2.3 Permanent Virtual Circuit ("PVC") Rate Elements

PVC Rate Elements relate to both the physical layer and the bandwidth required to create a PVC to transport Customer's CIR from the Head End to one or more POPs on the Company DAS network. The rate elements that will apply depend on the type of optical conversion and multiplexing methodology used to aggregate one or more Customer CIR Tiers over a PVC to one or more POPs.

3.1.2.3.1 Dedicated Strand Charge

The Dedicated Strand Charge applies to PVCs utilizing one or more dim or dark fibers between the Head End and the POP(s).

3.1.2.3.2 Wave Division Multiplexed ("WDM") Charge

The WDM Charge applies to PVCs utilizing one or more lambdas engineered with WDM technology and equipment on a fiber between the Head End and the POP(s). The WDM charge applies to all current and future variations of WDM, including but not limited to Coarse Wave and Dense Wave Division Multiplexing in both analog and digital transport topologies.

3.1.2.3.3 SONET Ring Charge

The SONET Ring Charge applies to a PVC deployed on a SONET ring network configuration, using Dedicated Strand(s) or WDM, engineered in a point to multi-point configuration. SONET Ring PVCs may be provisioned using customary add/drop, physical interconnect or WDM technology for both originating and terminating traffic, from a head end to one or more POPs connected to the SONET Ring.

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3. RATE SCHEDULES (cont'd.)

3.1.2.3.4 Add/Drop Charges

Add/Drop charges apply to each POP requested by Customer on a SONET Ring or point to multi-point PVC.

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3. RATE SCHEDULES (cont'd.)

3.1.3 Non-Recurring Rate Elements

The following non-recurring rate elements may apply to Dedicated Point-To-Point PVC Transport Service:

3.1.3.1 Lateral Construction Charge

A Lateral Construction Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of construction of the lateral and/or building riser facilities cannot reasonably be recovered by Company over the expected duration of service to Customer.

3.1.3.2 Lateral Connection Charge

A Lateral Connection Charge applies where POPs requested by Customer are to be integrated into a Company network and the cost of (i) interconnecting to circuits or facilities not owned by Company, and/or (ii) non-standard interconnection requested by Customer, cannot reasonably be recovered by Company over the expected duration of service to Customer.

3.1.3.3 Network Connection Charge

A Network Connection Charge applies where Company provides certain specified network integration and connection services to integrate and optimize the physical and virtual connections between Company and Customer equipment.

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3. RATE SCHEDULES (cont'd.)

3.1.4 Rates

	<u>PVC RATE ELEMENT</u>	<u>MONTHLY RECURRING CHARGE</u>	<u>CHARGING BASIS</u>
	<u>SIGNAL CONVERSION RATES</u>		
	Local Signal Conversion Rate)	\$500.00	Per Month Per POP
	Remote Signal Conversion Rate	\$2,000.00	Per Month Per POP
	<u>COMMITTED INFORMATION RATES</u>		
	Tier 1: 5 MHZ	\$2,000.00	Per Month Per POP
	Tier 2: 10 MHZ	\$2,275.00	Per Month Per POP
	Tier 3: 15 MHZ	\$2,425.00	Per Month Per POP
	Tier 4: 20 MHZ	\$2,575.00	Per Month Per POP
	Tier 5: 25 MHZ	\$2,725.00	Per Month Per POP
	Tier 6: 30 MHZ	\$2,875.00	Per Month Per POP
	Tier 7: 35 MHZ	\$3,025.00	Per Month Per POP
	Tier 8: 40 MHZ	\$3,175.00	Per Month Per POP
	Tier 9: 45 MHZ	\$3,325.00	Per Month Per POP
	Tier 10: 50 MHZ	\$3,475.00	Per Month Per POP
	Tier 11: 55 MHZ	\$3,625.00	Per Month Per POP
	Tier 12: 60 MHZ	\$3,775.00	Per Month Per POP
	<u>PERMANENT VIRTUAL CIRCUIT ELEMENTS</u>		
	Dedicated Fiber Strand	\$5,200.00	Per Month Per Strand
	WDM	\$3,900.00	Per Month Per POP
	SONET Ring	\$2,080.00	Per Month Per Ring
	Add / Drop	\$625.00	Per Month Per Drop
	<u>NON-RECURRING ELEMENTS</u>		
		<u>NON-RECURRING CHARGES</u>	
	Lateral Construction Charge	\$200,000.00	Per POP
	Lateral Connection Charge	\$30,000.00	Per POP
	Network Connection Charge	\$100,000.00	Per Network

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3. RATE SCHEDULES (cont'd.)

3.2 SCHEDULE 2: COLLOCATION

3.2.1 Service Description

Collocation service allows a Customer to place Customer's telecommunications equipment on certain of the Company's premises and within space allocated at the Company's Head Ends, in designated locations at such premises. Collocation shall be subject to the availability of appropriately sized and located space at such locations. The prices, terms and conditions of collocation shall be negotiated between the Company and Customer on a site-specific basis. The Company shall provide space that is appropriately conditioned for Customer's equipment.

3.2.2 Non-Recurring and Monthly Recurring Rates

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3. RATE SCHEDULES (cont'd.)

3.3 SCHEDULE 3: SPECIAL CONSTRUCTION

3.3.1 Service Description

Special construction or arrangement of facilities may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance, Special Construction is undertaken:

- (a) where facilities are not presently available,
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis;
- (f) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves abnormal costs; or
- (h) where service is requested in advance of the Company's normal construction schedule.

3.3.2 Non-Recurring and Monthly Recurring Rates

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3. RATE SCHEDULES (cont'd.)

3.5 SCHEDULE 5: INDIVIDUAL CASE BASIS ("ICB") PRICING ARRANGEMENTS

3.5.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis, taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Company's costs of providing the service. Such arrangements shall be considered Specialized Pricing Arrangements, the terms of which will be set forth in individual contracts or customer term agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated customers on comparable terms and conditions. Upon reasonable request, Company will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

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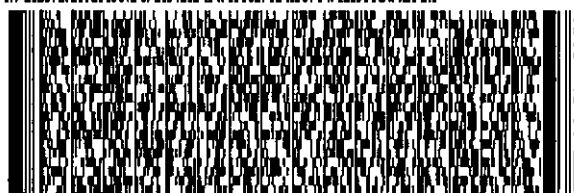
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2. Place the label in a waybill pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.
3. Keep the second page as a receipt for your records. The receipt contains the terms and conditions of shipping and information useful for tracking your package.

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