

Morgan Lewis

Catherine G. Vasudevan
catherine.vasudevan@morganlewis.com

VIA EFILING & OVERNIGHT COURIER
CONFIDENTIAL TREATMENT REQUESTED

February 17, 2022

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

Re: Application of BIF IV Intrepid OpCo LLC for Approval to Offer, Render, Furnish or Supply Telecommunications Services in the Commonwealth of Pennsylvania

Dear Secretary Chiavetta:

On behalf of BIF IV Intrepid OpCo LLC ("Applicant"), attached for electronic filing is the public version of the above-referenced Application of BIF IV Intrepid OpCo LLC. As discussed below, Confidential Exhibit E is redacted from the electronic filing. The filing fee in the amount of \$250.00 is being paid via the eFiling system.

Applicant considers the financial information provided as Confidential Exhibit E to the Application to be confidential and therefore submits a paper copy of the non-public confidential version of the Application under seal in a sealed envelope. Applicant requests the Commission afford Confidential Exhibit E confidential treatment and limit access to non-public version of this Application, and in particular Confidential Exhibit E, to Commissioners and Commission Staff who are involved in the consideration of the Application. Further, Applicant requests that the non-public version of the Application 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, Brett Ferenchak (202-373-6697).

Respectfully submitted,

/s/ Catherine G. Vasudevan

Catherine G. Vasudevan

Counsel for BIF IV Intrepid OpCo LLC

Morgan, Lewis & Bockius LLP

1701 Market Street
Philadelphia, PA 19103-2921
United States

T +1.215.963.5000
F +1.215.963.5001

Application of:

BIF IV Intrepid OpCo LLC

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.

**BIF IV Intrepid OpCo LLC
c/o Brookfield Infrastructure Partners
250 Vesey Street,
Brookfield Place, 15th Floor,
New York, NY 10281-1023
Telephone: (212) 417-7000
www.intrepidfiber.com¹**

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.

None.

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

**Catherine G. Vasudevan
PA I.D. No. 210254
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921
Tel: 215-963-5000
Fax: 215-963-5001
catherine.vasudevan@morganlewis.com**

¹ As Applicant is a newly formed company that does not yet provide service, Applicant's website is not yet active.

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 noted above, questions about this Application should be addressed to:

**Russell M. Blau
Brett P. Ferenchak
Trina Kwon
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Ave., N.W.
Washington, DC 20004
202-739-3000 (tel)
202-739-3001 (fax)
russell.blau@morganlewis.com
brett.ferenchak@morganlewis.com
trina.kwon@morganlewis.com**

and

**Jack Waters, CEO
c/o Brookfield Infrastructure Partners
250 Vesey Street, Brookfield Place, 15th Floor,
New York, NY 10281-1023
212-417-7000 (tel)
jack.waters@intrepidfiber.com**

Mr. Waters is also the primary contact for Applicant's ongoing operations and regulatory matters.

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).

**Patrick Hildebrand
Business Development Lead
c/o Brookfield Infrastructure Partners
250 Vesey Street
Brookfield Place, 15th Floor
New York, NY 10281-1023
(212) 417-7000 (tel)
patrick.hildebrand@intrepidfiber.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.

The person responsible for resolving complaints and queries filed with the Commission is:

Jack Waters, CEO
c/o Brookfield Infrastructure Partners
250 Vesey Street
Brookfield Place, 15th Floor
New York, NY 10281-1023
(212) 417-7000 (tel)
jack.waters@intrepidfiber.com

Applicant provides the following toll-free customer support telephone number: (866) 371-1860.

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 Interstate 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.

Applicant is a Delaware limited liability company formed on October 28, 2021. Attached hereto as Exhibit A is a copy of Applicant's Certificate of Formation and attached as Exhibit B is a copy of Applicant's Certificate of Authority to Transact Business from the Pennsylvania Department of State.

Give name and address of officers:

Applicant has the managerial and technical qualifications necessary to provide the proposed services in Pennsylvania. 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. Applicant's officers can be reached at Applicant's principal place of business located at c/o Brookfield Infrastructure Partners, 250 Vesey Street, Brookfield Place, 15th Floor, New York, NY 10281-1023. The Officers of the Company are as follows:

**Jack Waters, Chief Executive Officer
Hadley Peer-Marshall, Managing Director
Fred Day, President
Bill Bates, Sr. Vice President
Ralph Klatzkin, Vice President
Matthew Gross, Vice President**

Biographies of Applicant's key management personnel are provided as 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.

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).

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”) that are managed by Brookfield Infrastructure Partners, LP (“BIF”) (together with its subsidiary and operating entities “Brookfield Infrastructure”). 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 service providers through common majority ownership or control by the BIF IV Entities.

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.
 - 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.
- 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.

Applicant proposes to build a fiber-based network in Pennsylvania, 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. Applicant will provide services primarily using its own facilities. Applicant does not currently own or lease facilities in Pennsylvania 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 does not plan to furnish switched voice services or dial tone at this time. Applicant's proposed tariff is provided with this application as Exhibit D.

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 as a Competitive Access Provider throughout the Commonwealth of Pennsylvania.

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 primarily provide its services to other communications providers.

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.

Applicant's proposed tariff is provided 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.

Applicant has sufficient financial resources to initiate and maintain the services and related operations in Pennsylvania as proposed in this Application. Applicant, as a newly-formed company, does not have historical financial statements. Applicant provides under seal as Exhibit E, an equity commitment letter from certain BIF IV Entities (the "Equity Commitment Letter"), a current balance sheet, and a projected revenue statement, which demonstrate the financial resources available to provide the proposed telecommunications services in Pennsylvania.

Because Applicant is a privately held company, the financial information provided in Exhibit E is proprietary and confidential. Applicant requests that this information be treated confidentially, as it contains sensitive information regarding Applicant's business operations which is not normally subject to inspection by the public, and which, if disclosed, would result in substantial harm to Applicant's competitive position.

Applicant's accounting records and supporting documents will be maintained by its Business Development Lead:

**Patrick Hildebrand
Business Development Lead
c/o Brookfield Infrastructure Partners
250 Vesey Street
Brookfield Place, 15th Floor
New York, NY 10281-1023
(212) 417-7000 (tel)
patrick.hildebrand@intrepidfiber.com**

Applicant does not currently have any bond rating, letters of credit, credit reports, insurance coverage, or major contracts in Pennsylvania.

- 15. START DATE:** The Applicant proposes to begin offering services as soon as reasonably practicable after it has obtained authority to operate as a Competitive Access Provider and completed the construction of its network.
- 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.

Not applicable.

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.

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 a particular status pursuant to the Federal Telecommunications Act of 1996.

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 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.

Applicant states that the facts and information presented in this Application are true and correct and the 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.

In the event that Applicant decides to cease its operations in the Commonwealth of Pennsylvania, Applicant will file a request with the Commission for approval to abandon or discontinue telecommunications services.

[SIGNATURE PAGE FOLLOWS]

Applicant:

BIF IV Intrepid OpCo LLC



By: Hadley Peer Marshall

Title: Managing Director

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

AFFIDAVIT

State of New York:

ss.

County of New York :

Hadley Peer Marshall, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

Affiant is the **Managing Director** (Office of Affiant) of **BIF IV Intrepid OpCo LLC** (Name of Applicant;)

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

That **BIF IV Intrepid OpCo 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 **BIF IV Intrepid OpCo 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.

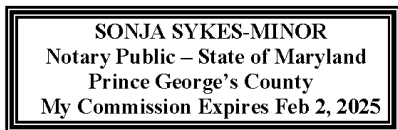
That **BIF IV Intrepid OpCo LLC**, the Applicant herein, asserts that Affiant has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC website (<http://www.puc.pa.gov>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The applicant certifies Affiant has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.

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

Hadley Peer Marshall

Hadley Peer Marshall, Managing Director
Signature of Affiant

Sworn and subscribed before me this 14th day of January, 2022.
Month Year



This notarial act involved a remotely located individual and was performed using communication technology.

Sonja Sykes-Minor
Signature of official administering oath

My Commission expires February 2, 2025.




23. § 1.36 Verification.

Verification

I, Hadley Peer Marshall, 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).

January 14, 2022
Date


Signature

Hadley Peer Marshall
Printed name

EXHIBITS LIST

- Exhibit A Certificate of Formation
 - Exhibit B Department of State Certificate of Authority to Transact Business
 - Exhibit C Key Management Biographies
 - Exhibit D Competitive Access Provider Tariff
 - Exhibit E Financial Statements (**CONFIDENTIAL – FILED UNDER SEAL**)
- Certificate of Service

EXHIBIT A

Certificate of Formation

Delaware

Page 1

The First State

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 "BIF IV INTREPID OPCO LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF OCTOBER, A.D. 2021, AT 4:32 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

6345257 8100
SR# 20213644684

Authentication: 204545544
Date: 10-29-21

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

CERTIFICATE OF FORMATION

OF

BIF IV INTREPID OPCO LLC

This Certificate of Formation of BIF IV Intrepid OpCo LLC is being duly executed and filed by Fred Day, 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 “BIF IV Intrepid OpCo LLC”.

SECOND: The address of the registered office of BIF IV Intrepid OpCo LLC in the State of Delaware and the name and address of the registered agent for service of process on BIF IV Intrepid OpCo LLC in the State of Delaware are: Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808, USA.

THIRD: This Certificate of Formation shall be effective on the date of filing.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on October 28, 2021.

By: /s/Fred Day
Name: Fred Day
Title: Authorized Person

EXHIBIT B

Department of State Certificate of Authority to Transact Business

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.PA.GOV

C T Counter
* Counter Pick Up *
PA

BIF IV Intrepid OpCo LLC


The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.

Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit www.pa100.state.pa.us to register for Business Taxes with the PA Department of Revenue & Labor and Industry or visit www.Business.pa.gov to find answers to most common registration questions.

If you have any questions pertaining to the Bureau, please visit our website at www.dos.pa.gov/BusinessCharities Or you may contact us by telephone at (717)787-1057. Information regarding business and UCC filings can be found on our searchable database at www.corporations.pa.gov/Search/CorpSearch .

Entity number : 7438720

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

<input type="checkbox"/> Return document by mail to CT-COUNTER	Foreign Registration Statement DSCB:15-412
Name <u>14056692 20</u>	
Address <u>nicole.grime@wolterskluwer.com</u>	TCO220120XX0266
City _____ State _____ Zip Code _____	
<input checked="" type="checkbox"/> Return document by email to: _____	

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

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:

BIF IV Intrepid OpCo 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.

250 Vesey Street, 15th Floor, New York, New York, 10281

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:

251 Little Falls Drive, Wilmington, Delaware, 19808

Number and street City State Zip

2021 DEC 17 PM 3: 42

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 OR State Zip County

(b) c/o: C T Corporation System 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 17th day of December, 20 21.

BIF IV Intrepid OpCo LLC
Name of Association
[Signature]
Signature
Manager
Title

EXHIBIT C

Key Management Biographies

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 D

Competitive Access Provider Tariff

BIF IV Intrepid OpCo LLC
250 VESEY STREET, 15TH FLOOR
NEW YORK, NY 10281

RATES, RULES AND ADMINISTRATIVE REGULATIONS
FOR FURNISHING
INTRASTATE
TELECOMMUNICATIONS SERVICES
WITHIN THE COMMONWEALTH OF PENNSYLVANIA

This tariff contains the description, regulations, and rates applicable to the furnishing of intrastate telecommunications services and facilities provided by BIF IV Intrepid OpCo LLC with principal offices at 250 Vesey Street, 15th Floor, New York, NY 10281. This Tariff is on file with the Pennsylvania Public Utility Commission, and available on the Company's website at www.intrepidfiber.com. Copies may be inspected during normal business hours at the Company's principal place of business. The Company's telephone number is 212-417-7000.

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.

Issued: February 17, 2022
Issued By:

Jack Waters, CEO
250 VESEY STREET, 15TH FLOOR
NEW YORK, NY 10281

Effective: _____, 2022

CHECK SHEET

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

Page	Number of Revision	Page	Number of Revision
Title	Original		
1	Original	28	Original
2	Original	29	Original
3	Original	30	Original
4	Original	31	Original
5	Original	32	Original
6	Original	33	Original
7	Original	34	Original
8	Original	35	Original
9	Original	36	Original
10	Original	37	Original
11	Original		
12	Original		
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19	Original		
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21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		

Table of Contents

Check Sheet..... 1

Table of Contents..... 2

Tariff Format..... 5

List of Modifications..... 4

Tariff Format..... 5

Explanation of Symbols..... 6

Definitions 7

1. Application of the Tariff..... 8

2. Rules and Regulations 9

 2.1 Undertaking of the Company 9

 2.2 Obligations of the Customer..... 9

 2.3 Liability of the Company..... 11

 2.4 Application for Service 14

 2.5 Payment for Service..... 15

 2.6 Customer Deposits 16

 2.7 Customer Complaints and Billing Disputes 19]

 2.8 Credits for Interruptions in Service 20

 2.9 Taxes, Fees & Surcharges..... 22

 2.10 Returned Check Charge 23

 2.11 Special Customer Arrangements 23

 2.12 Disconnection and Termination of Service: 23

 2.13 Unlawful Use of Service 25

 2.14 Interference With or Impairment of Service 26

 2.15 Overcharge 26

 2.16 Notices 26

 2.17 Access to Telephone Relay Services, if Applicable..... 27

 2.18 Minimum Call Completion Rate, if Applicable..... 27

Table of Contents (Cont'd)

3. Description Of Services 28

 3.1 General 28

 3.2 Service Configurations 29

 3.3 Service Descriptions and Technical Specifications 29

 3.4 Rate Categories 30

 3.5 Contract Rates — Special Pricing Arrangements — ICB 31

 3.6 Taxes 31

 3.7 Temporary Promotional Programs 32

4. Rates and Charges 33

 4.1 General Regulations 33

 4.2 Charges for Changes to Pending Orders, Service Rearrangements and
 Expedite Charges..... 33

 4.3 Special Construction 33

 4.4 Rates 35

List of Modifications

[RESERVED FOR FUTURE SUPPLEMENTS]

Issued: February 17, 2022
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Jack Waters, CEO
250 VESEY STREET, 15TH FLOOR
NEW YORK, NY 10281

Effective: _____, 2022

Tariff Format

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

Explanation of Symbols

- (I) — To signify an increase in a rate
- (D) — To signify a reduction in a rate
- (C) — To signify all other changes

DEFINITIONS

"Applicant" refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

"Company" or "Intrepid" refers to BIF IV Intrepid OpCo LLC.

"Commission" refers to the Pennsylvania Public Utility Commission.

"Customer" refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Facility" refers to one or all of the elements of a physical plant used to provide telecommunications services.

"ICB" refers to pricing arrangements made on an individual case basis.

"On-Net" refers to services where all originating and terminating points are on existing Company owned or operated facilities.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff.

"Subscriber" refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

"Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

SECTION 1. APPLICATION OF TARIFF

- 1.1 This tariff governs the services provided by BIF IV Intrepid OpCo LLC that originate and terminate within the Commonwealth of Pennsylvania. Specific services and rates are described elsewhere in this tariff.
- 1.2 The Company installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 1.3 The Company's services are available to large enterprise, government and wholesale Customers only.

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations, rates and charges applicable to resold and facilities-based competitive telecommunications services provided by the Company in the Commonwealth of Pennsylvania.

2.2 Obligations of the Customer

2.2.1 The Customer shall be responsible for:

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

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

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

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

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 (Cont'd)

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

2.2.2 With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

2.2.3 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company—provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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

2.3 Liability of the Company

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

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Liability of the Company (Cont'd)****2.3.1 (Cont'd)**

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Company's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Company, shall not result in the imposition of any liability upon Company.
- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Company will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Company, which furnishes services, facilities, or equipment used in connection with Company's services or facilities.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.1 (Cont'd)

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, COMPANY MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- (E) IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.3.2 Limitation of Liability

- 2.3.2.1 Neither Party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a "Force Majeure Event"). The Party claiming relief under this Section shall notify the other Party of the occurrence or existence of the Force Majeure Event and of the termination of such event. In the event Company is unable to deliver Services as a result of a Force Majeure Event, Customer shall not be obligated to pay for the Services so affected for as long as the Company is unable to deliver the Services.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Application for Service****2.4.1 Minimum Contract Period**

2.4.1.1 Except as otherwise provided in an accepted Service Order, the minimum initial contract period is one year for all services furnished. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service at least ten (10) days prior to the Company's delivery of a firm order commitment date ("FOC Date"), the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

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

- A. The total costs of installing and removing such facilities; or
- B. The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this tariff plus the full amount of any applicable third-party installation and termination charges.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Application for Service (Cont'd)**

2.4.2.3 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions. As used in this Section 2.4, region shall mean geographic service territories for which the Company has been approved by the Commission to provide service.

2.4.2.4 In the event the Company plans to exit a current region, the Company shall obtain any required Commission approval and provide Customer with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services, without penalty, in the affected region upon receiving notice. If Customer so requests, Company will assist Customer in transitioning its services to another provider.

2.5 Payment for Service

2.5.1 Company will bill Customer monthly, unless there is a contract for a longer billing period, with recurring charges being billed in advance and any usage charges billed in arrears. All amounts due Company are payable in full within thirty (30) days ("Due Date") from the date of invoice ("Bill Date").

2.5.2 Payments are past due if not received by the Company by the Due Date. Any outstanding, undisputed amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month or the highest lawful rate, whichever is lower, until paid. In addition, invoices not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payment and any additional charges that may be imposed to restore service, have been paid. Customer agrees to pay all reasonable costs, including but not limited to, collection agency incurred by Company in collecting any unpaid amounts. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and Company shall notify Customer in writing and allow five (5) days for Customer to cure a monetary breach, and if default remains uncured, Company may terminate services hereunder for nonpayment.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5.3 The Customer is responsible for payment of all charges for service furnished to the Customer. Charges based on actual usage during a month will be billed monthly, unless there is a contract for a longer billing period, in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.5.4 The Company reserves the right to require advance payment from an applicant for nonrecurring charge(s), which may include construction charges, installation charges, permitting charges, etc. The Company shall not require advance payment of any monthly recurring charges. Advance Payments may be required prior to the furnishing of the following services:

- (1) The construction of facilities and furnishing of special equipment;
- (2) Temporary Service for short-term use.

2.5.5 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.

2.6 Customer Deposits

2.6.1 The Company may require a deposit or guarantee of payment from any Customer or applicant who has not established good credit with the Company. Deposit or guarantee of payment requirements as prescribed by the Company must be based upon standards which bear a reasonable relationship to the assurance of payment.

A deposit shall not exceed an estimated two months gross bill or existing two months bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company may determine whether a Customer has established good credit with that Company, except as herein restricted:

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.6 Customer Deposits (Cont'd)****2.6.1 (Cont'd)**

- 2.6.1.1 A Customer, who within the last 12 months (i) has not had service suspended or disconnected for nonpayment of a bill, (ii) has not had late payments more than 3 of the preceding 12 months and (iii) has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
- 2.6.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.
- 2.6.1.3 The Company shall not use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a Customer's credit history without the permission in writing of the Customer. Any credit history so used shall be mailed to the Customer in order to provide the Customer an opportunity to review the data. Refusal of a Customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the Company as to that Customer's credit history.
- 2.6.1.4 Interest will be added to the deposit at 6% per annum. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The utility may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills. Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within thirty (30) days to the customer.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.6 Customer Deposits (Cont'd)****2.6.2 Return of Deposit**

Upon termination of service, the deposit with accrued interest shall be credited to the Customer's final invoice and the balance shall be returned within 45 days to the Customer. When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2.6.3 Guarantee of Payment

The Company may accept, in lieu of deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement, is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the Customer has closed and paid the account with the Company, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract or whenever the Company deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the Customer.

The service of any Customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Commission Rules. The Company will provide written notice to Customer by first class mail or personal delivery at least five (5) days before the disconnection of service, excluding Sundays and legal holidays. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account he has guaranteed unless the guarantor waives such notice in writing.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.7 Customer Complaints and Billing Disputes**

2.7.1 In the event that Customer disputes any charges, Customer must submit a written claim or telephone the Company describing the disputed amount. Customers with complaints or inquiries may contact the Company at the address and telephone number below. The Company's bills will also include the toll-free number of the Consumer Relations Division of the Commission together with a statement advising customers that they may contact the Commission if they are unable to resolve a billing inquiry with the carrier. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Company within one hundred eighty (180) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Company shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Company's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Company must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.7.2 Customers may register any inquiry or complaint at:

BIF IV Intrepid OpCo LLC
250 Vesey Street, 15th Floor
New York, NY 10281
Telephone: 212-417-7000

:

2.7.3 Customers unable to resolve a dispute with the Company may submit any inquiry or complaint to the:

Bureau of Consumer Services
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street,
Harrisburg, Pennsylvania 17120
Tel: 1-800-692-7380

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.8 Credits for Interruptions in Service**

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

2.8.2 The following credits are provided for interruptions in service, as specified for particular services furnished solely by the Company:

2.8.2.1 In the event that any service provided by the Company becomes unavailable due to a Service Outage, as defined below, for reasons other than an Excused Outage, as defined below, Customer will be entitled to a service credit off of the monthly recurring charge for the affected circuit(s) based upon the cumulative length of time of the Service Outage in a given month as set forth below:

Length of Service Outage (in hrs:mins:secs)	Credit for Protected Services	Credit for Unprotected Services
0:00:01 — 1:00:00	0%	0%
1:00:01 — 2:00:00	2%	0%
2:00:01 — 3:00:00	5%	0%
3:00:01 — 4:00:00	10%	0%
4:00:01 — 8:00:00	20%	10%
8:00:01 — 24:00:00	50%	20%
24:00:01 — 48:00:00	75%	30%
More than 48 hours	100%	40%

For the purposes of this Section, "Protected" means a Service that has end to end fiber path diversity and protected handoffs and "Unprotected" means a Service that does not meet the Protected definition above.

ALTERNATIVE LANGUAGE FROM PA PUC RULES

When main service is interrupted for a period of at least 24 hours, credit to customers, at the following rate shall apply:

- 1) one-thirtieth of monthly rate for each of the first three full 24-hour periods.**
- 2) Two-thirtieth of monthly rates for each full 24-hour period beyond the first three 24-hour periods**

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.8 Credits for Interruptions in Service (Cont'd)****2.8.2 (Cont'd)**

2.8.2.2 For purposes of this Section, "Service Outage" means the break in transmission measured from the first ten (10) consecutive severely erred seconds ("SESs") on the affected Company circuit until the first ten (10) non-SESs which is known by the Company. An SES is measured with a bit error ratio of greater than or equal to 1 in 1000. To be eligible for a credit under this Section, the Service Outage must last for more than sixty (60) consecutive minutes. Service credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the next bill to Customer. Customer will provide Company with the information necessary to validate the Service Outage and whether a credit is due under this Section. If the Customer reports Services or a facility or circuit to be unavailable but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a Service Outage.

2.8.2.3 Service credits shall not apply to "Excused Outages", which are defined as outages (i) caused by the negligence or acts of Customer and/or its end user, affiliates, agents or representatives, (ii) the failure or malfunction of equipment or systems that are owned or controlled by Customer or Customer's agents or other third party (including off-net facility providers); (iii) a Force Majeure Event; (iv) during any period in which the Company is not given access to the service premises; or (v) a planned Service Outage, including planned network testing or maintenance, and unscheduled emergency, maintenance, alteration or implementation.

2.8.2.4 Within sixty (60) days after the Service Outage occurs, Customer shall provide a written or oral request to the Company for a service credit. If Company confirms the Service Outage qualifies for a credit hereunder, the Company will grant the service credit within thirty (30) days from receipt of said notice. Unless otherwise specifically stated, Service Outages are not aggregated for purposes of determining the credit allowance.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.8 Credits for Interruptions in Service (Cont'd)**

The Company agrees to provide a written Service Outage report within three (3) business days to a designated Customer contact list when requested by Customer. The service outage report will identify the impaired Circuit(s), the beginning and ending time/date of the Service Outage and the root cause of the Service Outage. The maximum service credit in a calendar month for any affected circuit shall not exceed one hundred percent (100%) of the corresponding monthly recurring charge for the affected circuit.

The Company shall notify the Commission of any major interruptions in service that affect the Company's entire system or any major division.

The Company may temporarily and without notice interrupt service for an operational emergency, necessary and unavoidable network maintenance, or reasons related to the public safety and welfare.

2.9 Taxes, Fees and Surcharges

2.9.1 All state and local taxes and fees shall be listed as separate line items on the Customer's bill.

2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, real estate tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.10 Returned Check Charge**

The charge for a returned check is \$30.00 or the maximum legal amount, whichever is greater.

2.11 Special Customer Arrangements

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

2.12 Disconnection and Termination of Service

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

2.12.1 Disconnection of Service

Company shall have the right consistent with Pennsylvania law to refuse or discontinue telephone service or service arrangements if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Company or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

Company will provide written notice by first class mail or personal delivery at least five (5) days before the disconnection of service, excluding Sundays and legal holidays, identifying the date of disconnection, the reasons for disconnection, and the methods, if any, for avoiding the disconnection, and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Company may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.12 Disconnection and Termination of Service (Cont'd)****2.12.2 Disconnection of Service Requiring Notice**

Disconnection notices issued by the Company will inform the Customer facing service disconnection of the total amount which the Customer would need to pay in order to avoid disconnection of service. Such notices shall also inform the Customer of the Company's legal obligation, if applicable, to provide service to customers whose access service charges are paid, even while their toll service is disconnected for nonpayment of outstanding toll debt.

2.12.2.1 The Company may disconnect service for any of the following reasons provided it has notified the Customer of its intent, in writing, to disconnect service and has allowed the Customer a reasonable time of not less than ten (10) days in which to remove the cause for disconnection:

- A. Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.
- B. Failure on Contractual Obligations. For failure of the Customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.
- C. Refusal of Access. For failure of the Customer to permit the Company to have reasonable access to its equipment and property.
- D. Failure to meet the utility's deposit and credit requirements.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.12 Disconnection and Termination of Service (Cont'd)****2.12.2 Disconnection of Service Requiring Notice****2.12.2.1 (Cont'd)**

- E. For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the Customer written notice by first class mail or personal delivery at least seven (7) days before disconnection (excluding Sundays and legal holidays) identifying the date of disconnection, the reason(s) for disconnection and the methods, if any, for avoiding disconnection. Service disconnections shall not be made on Friday, Saturday, Sunday, a legal holiday, or at any time the utility's business offices are not open, except in the case of an emergency.
- F. Failure to Comply with Service Conditions. For failure of the Customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.12.2.2 The Customer may request discontinuance of service by providing the Company with five (5) days oral or written notice.

2.13 Unlawful Use of Service

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

- 2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- 2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Unlawful Use of Service (Cont'd)

2.13.1.3 When there is an occurrence which endangers the safety of a person or appears likely to prove physically harmful to the service delivery system.

2.13.2 If service has been physically disconnected by law enforcement officials at the Customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.14 Interference with or Impairment of Service

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

2.15 Overcharge

When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

2.16 Notices

Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the Customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.17 Access to Telephone Relay Services, if Applicable**

2.17.1 A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

TDD: The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and night/weekend rate during the evening rate period.

TRS: The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% of the applicable rate.

2.18 Minimum Call Completion Rate, if Applicable

2.18.1 The minimum call completion rate at all times shall be no less than 97%.

SECTION 3. DESCRIPTION OF SERVICES**3.1 General**

The various types of service offered by the Company are described below. The Company's services are billed at predetermined monthly rates, unless there is a contract for a longer billing period. Recurring charges are billed in advance of the month in which the service is provided. Any optional features and extraordinary installation costs other than recurring and nonrecurring charges may apply as described herein. Customers requesting these services may subscribe to services on an individual case basis as described in Section 3.5.

3.2 Service Configurations

There are two types of service configuration over which Company's services are provided: point-to-point and multipoint service.

3.2.1 Point-to-Point Service

Point-to-Point Service connects two premises designated by the Customer, either on a directly-connected basis, or through a hub where multiplexing functions are performed.

3.2.2 Multipoint Service

Multipoint Services connect three or more premises designated by the Customer through a Company hub. While there is no limitation on the number of locations that may be connected through multipoint service, the quality of service may be degraded when more than three points are connected. Multipoint services may be provided where it is technically possible to provide those services. However, if the Company determines that the requested multipoint service is not feasible, the Customer will be notified and provided an opportunity to change the order within forty-five (45) days.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.3 Service Descriptions and Technical Specifications The Company plans to offer the following services:

3.3.1 100Mbps through 1Gbps (in 100Mb increments) and 10Gbps Ethernet Service

The Company provides point-to-point Ethernet services provided between locations designated by the Customer and/or between such locations and a Company hub, through fiber optic cable owned or controlled by Company.

3.3.2 1.0 Gbps, 2.5Gbps and 10Gbps Wavelengths

The Company provides point-to-point Wavelength services provided between locations designated by the Customer and/or between such locations and a Company hub, through fiber optic cable owned or controlled by Company.

3.3.3 Wholesale Fiber-to-the-Premise Access (Residential)

The Company will build Fiber to the Home and allow an Open Access structure where the Company will provide High Speed Data Services access to Internet Service Providers (ISP). Open Access provides an ISP access to a Home to sell High Speed Data Services, for a fixed monthly rate based on Bandwidth tiers to a household.

3.3.4 Wholesale Fiber-to-the-Premise Access (Small Business)

The Company will build Fiber to the Small Business and allow an Open Access structure where the Company will provide High Speed Data Services to Commercial Internet Service Providers (ISP). Open Access provides an ISP access to a Small Business to sell Broadband, for a fixed monthly rate based on Bandwidth users and based on the Bandwidth Speed to Small Businesses.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.4 Rate Categories**

There are six rate categories that may apply to the Company's Services.

3.4.1 Monthly Recurring Charges ("MRC")

Monthly Recurring Charges are charges invoiced to the Customer on a monthly basis for all months the service is in place.

3.4.2 Nonrecurring Charges ("NRC")

Nonrecurring Charges are one-time charges to the Customer that do not occur on a recurring basis. Service installation charges, special construction and customer premise visits are included in Nonrecurring Charges.

3.4.3 Extraordinary Charges

From time to time, Customers may request special services not addressed specifically by rate elements in this Tariff, or services to locations that may cause Company to incur extraordinary expenses not contemplated in the provision of standard service offerings. These costs include, but are not limited to:

- Additional construction costs
- Building space rental or rights-of-way costs
- Additional equipment
- Special facilities routing

In these cases, the Customer will be billed additional charges on an ICB.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.5 Contract Rates — Special Pricing Arrangements — ICB**

3.5.1 In lieu of the rates, terms and conditions set forth in this Tariff, rates and charges may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. ICB rates will be made available to similarly situated customers on a non-discriminatory basis.

Such arrangements shall be considered Special Pricing Arrangements, the term of which will be set forth in individual Customer contracts. Unless otherwise specified in the individual Customer contract, the terms, conditions, obligations and regulations set forth in this Tariff shall be incorporated into, and become a part of, said contract, and shall be binding on the Company and the Customer. In the event of a conflict between the terms and conditions of this Tariff and an individual Customer contract, the terms and conditions from the individual Customer contract shall apply unless expressly stated otherwise. Specialized rates or charges will be made available to similarly-situated Customers on a nondiscriminatory basis. The Company will file notice to the Commission of any contracts with Customers, within ten (10) days after the contract is negotiated and executed. The notice shall include a summary including description of the services to be offered and the prices and a statement confirming that the prices to be charged for the regulated telecommunications services cover the Commission-defined cost of providing the service and represent a competitive offer.

3.5.2 In addition to any rate or charge established by the Company, the Customer will also be responsible for any recurring or non-recurring charges imposed by telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Company or directly by the telephone company, at the Company's option.

3.6 Taxes**3.6.1 Sales, Use and Excise Taxes**

In addition to all recurring, non-recurring, usage or special charges, Customer shall also be responsible for and shall pay all applicable federal, state and local sales, use and excise taxes.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.7 Temporary Promotional Programs**

The Company may establish temporary promotional programs wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer. The Company will revise its tariffs to include promotional offerings before implementation. The provisions for a promotional offering will include the duration of the promotional offering available to customers and the notice period.

SECTION 4. RATES AND CHARGES**4.1 General Regulations**

4.1.1 Except as specifically indicated, the rates set forth in this section are for services where the originating and terminating points are on Company's existing network. In all other situations, special construction charges may apply in order to connect locations to Company's network.

4.1.2 Services may be provided using one, or a combination of rate elements as outlined in this Tariff.

4.2 Charges for Changes to Pending Orders, Service Rearrangements and Expedite Charges

From time to time, Customers may request changes to pending orders, rearrangements to existing service, and order completion to standard intervals. In these cases, the Customer will be required to reimburse the Company for the increased expenses incurred on an ICB.

4.3 Special Construction**4.3.1 Bases for Rates and Charges**

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

SECTION 4. RATES AND CHARGES (Cont'd)**4.3 Special Construction (Cont'd)**

4.3.2 The costs referred to in Section 4.4.1 may include one or more of the following items to the extent that they are applicable:

- A. Installed cost of the facilities, including estimated costs for the rearrangement of existing facilities. Cost installed includes the cost of:
 - 1. equipment and materials provided or used,
 - 2. engineering, labor and supervision,
 - 3. transportation, and
 - 4. rights-of-way;
- B. cost of maintenance;
- C. depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D. administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items;
- E. license preparation, processing, and related fees;
- F. tariff preparation, processing, and related fees; or
- G. any other identifiable costs related to the facilities provided.

SECTION 4. RATES AND CHARGES (Cont'd)**4.4 Rates**

Rates shown are the maximum rates for On-Net Services in a metropolitan area, where capacity is available.

4.4.1 Ethernet Services

<u>Bandwidth</u>	<u>MRC</u>	<u>NRC</u>
1000Mbps	\$2,200	\$2,500
10Gbps	\$3,300	\$2,500

SECTION 4. RATES AND CHARGES (Cont'd)

4.4 Rates (Cont'd)

4.4.2 Wavelength Services

Bandwidth	MRC	NRC
1.0Gbps	\$2,000	\$2,500
2.5Gbps	\$2,500	\$2,500
10Gbps	\$3,000	\$2,500

SECTION 4. RATES AND CHARGES (Cont'd)**4.4 Rates (Cont'd)****4.4.3 Wholesale Fiber-to-the-Premise Access (Residential)**

Bandwidth	MRC	NRC
250 Mbps	\$85	\$150
1 Gbps	\$100	\$150

4.4.4 Wholesale Fiber-to-the-Premise Access (Small Business)

Bandwidth	MRC	NRC
250 Mbps	\$75	\$300
1 Gbps	\$90	\$300

EXHIBIT E

Financial Statements

(CONFIDENTIAL – FILED UNDER SEAL)

Certificate of Service

I, Trina Kwon, hereby certify that on this 17th day of February 2022, a copy of the foregoing BIF IV Intrepid OpCo LLC Application for Approval of Authority to Offer, Render, Furnish, or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania and Exhibits were served on the parties listed below via United States First Class Mail:

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	

/s/ Trina Kwon
Trina Kwon