

Morgan Lewis

Catherine G. Vasudevan
catherine.vasudevan@morganlewis.com

December 2, 2025

Via E-Filing and Overnight Courier

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Application of GW Operating, LLC for Approval to Offer, Render, Furnish, or Supply Telecommunications Services to the Public in the Commonwealth of Pennsylvania

Dear Secretary Homsher:

On behalf of GW Operating, LLC ("Applicant"), enclosed for electronic filing with the Commission is the public version of the above-referenced Application. The filing fee in the amount of \$250.00 will be remitted online by credit card with the submission of the public version of the Application.

Please note that **Confidential Exhibit E** has been redacted from the electronic filing and is being provided under seal as a paper copy via overnight courier. Applicant considers the information provided as **Confidential Exhibit E** to be confidential. Applicant respectfully requests that access to **Confidential Exhibit E** be limited to the Commissioners and Commission Staff who are involved in the consideration of the Application and that the non-public, confidential version of the Application not be posted to any public website or maintained in any public file or public filing room.

We would appreciate acknowledgement of receipt and acceptance of this filing. Should you have any questions concerning this submission, please contact my colleague Patricia Cave at patricia.cave@morganlewis.com.

Respectfully submitted,

/s/ Catherine G. Vasudevan

Catherine G. Vasudevan
PA I.D. No. 210254

Counsel for GW Operating, LLC

cc: Certificate of Service

Morgan, Lewis & Bockius LLP

2222 Market Street
Philadelphia, PA 19103-3007
United States

T +1.215.963.5000
F +1.215.963.5001

Application of:

GW Operating, LLC _____, t/a _____,

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.

GW Operating, LLC (“Applicant”)
2342 Technology Dr., Suite 103
O’Fallon, MO 63368
Tel: 888-201-4339
Website: <https://www.gatewayfiber.com>

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.

Applicant does not have any predecessors nor has it operated under other names. However, this Application is filed in connection with certain restructuring and financing arrangements in which Applicant’s affiliates, including WANRack, LLC, are expected to assign to Applicant certain assets including communications optical fiber, customer contracts, rights in third party fibers, and associated telecommunications equipment used to provision services or facilities to the affected customers (the “Pro Forma Asset Transfer”). A separate application will be submitted to the Commission regarding the Pro Forma Asset Transfer.

- 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
2222 Market Street
Philadelphia, PA 19103-3007
Tel: 215-963-5000
Fax: 215-963-5001
catherine.vasudevan@morganlewis.com

- 3. CONTACTS:**

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

Danielle Burt

Patricia Cave
Morgan Lewis & Bockius LLP
1111 Pennsylvania Ave., N.W.
Washington, D.C. 20004
Tel: 202-739-3000
Fax: 202-739-3001
danielle.burt@morganlewis.com
patricia.cave@morganlewis.com

with a copy to:

Craig Ceranna
2342 Technology Drive, Suite 103
O'Fallon, MO 63368
Tel: 314-585-6630
craig.ceranna@gatewayfiber.com

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

Walter Vaughn
Director of Supply Chain
2342 Technology Drive, Suite 103
O'Fallon, MO 63368
Tel: 636-224-3330
Fax: N/A
walter.vaughn@gatewayfiber.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.

Jim Rosema
Vice President Customer Operations
2342 Technology Drive, Suite 103
O'Fallon, MO 63368
Tel: 888-201-4339
Fax: N/A
jim.rosema@gatewayfiber.com

Walter Vaughn
Director of Supply Chain
2342 Technology Drive, Suite 103
O'Fallon, MO 63368

Tel: 636-224-3330
Fax: N/A
walter.vaughn@gatewayfiber.com

4. **FICTITIOUS NAME:**

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

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

- Sole proprietor
- Domestic general partnership
- Domestic corporation
- Domestic limited partnership
- Domestic limited liability company
- Domestic limited liability partnership
- *Foreign corporation
- *Foreign general or limited partnership
- *Foreign limited liability company
- *Foreign limited liability general partnership
- *Foreign limited liability limited partnership

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

Corporation Service Company
5235 North Front Street
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.

Not applicable. Applicant is a limited liability company.

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 7, 2025. Attached as Exhibit A is a copy of Applicant's formation documents from the Delaware Secretary of State. Attached as Exhibit B is a copy of Applicant's

Certificate of Authority to Transact Business from the Pennsylvania Department of State.

The Applicant is incorporated in the State of **Delaware as a limited liability company.**

Give name and address of officers:

Applicant has the managerial and technical qualifications necessary to provide the proposed services in the Commonwealth of 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 are listed below:

Officers:

Chris Surdo – President and Chief Executive Officer
Craig Ceranna – Chief Financial Officer

All officers may be reached at Applicant's principal place of business provided above.

Descriptions of the qualifications and backgrounds for the key personnel responsible for Applicant's operations are attached hereto as Exhibit C. These biographies reflect the management's substantial communications industry experience and expertise and demonstrate that the Applicant possesses significant managerial and technical expertise operating a variety of communications services across multiple jurisdictions. Thus, Applicant possesses the managerial and technical qualifications necessary to operate a competitive telecommunications company in the Commonwealth of Pennsylvania, consistent with the Commission's requirements.

6. AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:

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

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

Applicant does not have any predecessors. However, Applicant's affiliate WANRack, LLC is authorized as a competitive local exchange carrier, facilities-based and resold interexchange carrier, and competitive access provider. See Docket Nos. A-2019-300873, A-2019-300873, and A-2019-300873. All three of WANRack's authorizations were granted on March 12, 2019.

WANRack, LLC's Address:

**4550 W. 109th Street, Suite 115
Overland Park, KS 66211**

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 does not have any predecessors or subsidiaries, but it is affiliated with WANRack, LLC, which is a telecommunications services provider; JMZ Corporation, which is a broadband provider using FCC spectrum licenses and a direct subsidiary of WANRack, LLC; and Gateway Infrastructure, LLC, which is a communications services provider.

Outside of Pennsylvania, WANRack holds authority to provide intrastate telecommunications services in Alabama, Arizona, Arkansas, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Missouri, Montana, Nevada, Ohio, Oklahoma, Texas, Virginia, Washington, Wisconsin, and Wyoming. JMZ holds FCC wireless spectrum authority to provide services in Kansas, Missouri, Nebraska and Oklahoma. Gateway Infrastructure provides VoIP services in Massachusetts, Missouri, Minnesota, and North Dakota.

WANRack, LLC's Address:

**4550 W. 109th Street, Suite 115
Overland Park, KS 66211**

JMZ Corporation's Address:

**800 W. Miller Road
Iola, KS 66749**

Gateway Infrastructure, LLC's Address:

**2342 Technology Drive, Suite 103
O'Fallon, MO 63368**

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 seeks authority to provide facilities-based and resold interexchange and competitive access provider telecommunications services throughout the Commonwealth of Pennsylvania. The proposed locations and routes of Applicant's facilities have not been determined at this time. Applicant intends to offer Fiber to the Premises to institutional customers, enterprise customers, other carriers, and municipalities on a "build to suit" basis. The location of these projects will depend on the demand of the customers' networks for data, device, and population growth. Thus, the fiber locations are not dependent upon traditional exchange boundaries. A build out is comprised of equipment and buried and/or above ground fiber on or near a public utility easement. Applicant may rely on lease of existing facilities (e.g., leased fiber, utility pole owner attachment agreements, unbundled network elements, etc.) to deploy its network in some cases. All services will be provided pursuant to individual case-based contracts.

Applicant has no current plans to construct additional facilities, but Applicant seeks the authority to do so should future market conditions warrant.

- 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 proposes to provide facilities-based and resold interexchange services and competitive access services 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 intends to market all its services (facilities-based and resold interexchange and competitive access services) to enterprise customers, wholesale and other carriers, and government entities. Applicant does not currently intend to serve residential customers in Pennsylvania.

- 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 for the provision of competitive access services is attached as Exhibit D.

In accordance with 66 Pa. C.S. § 3018, Applicant proposes to offer facilities-based and resold interexchange services on a detariffed basis.

Furthermore, the Applicant is not proposing to bill other carriers for terminating/originating access charges. Therefore, no Switched Access tariff is proposed.

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 proposed in this Application. Applicant, as a newly formed company, does not have historical financial statements. To demonstrate Applicant's financial qualifications to operate in Pennsylvania, Applicant provides the most recent financial statements of its indirect parent, CBRE Infra, *under seal*, as Confidential Exhibit E. As shown in these documents, Applicant has sufficient capital resources and is financially qualified to operate within the Commonwealth of Pennsylvania.

Applicant's accounting records and supporting documents will be maintained at its principal place of business provided above.

Confidential Exhibit E contains confidential information of Applicant and its parent, CBRE Infra, which is a privately held company. 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.

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

Applicant proposes to begin offering service in Pennsylvania as soon as practicable upon certification by the Commission and completion of the *Pro Forma Asset Transfer*. Subject to receipt of required regulatory approvals, the *Pro Forma Asset Transfer* is expected to be completed in approximately 3-4 months.

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

As mentioned above, this Application is filed in connection with certain restructuring and financing arrangements in which Applicant's affiliate, WANRack, is expected to assign to Applicant certain assets including communications optical fiber, customer contracts, rights in third party fibers, and associated telecommunications equipment used to provision services or facilities to the affected customers (the *Pro Forma Asset Transfer*). A separate application will be submitted to the Commission regarding the *Pro Forma Asset Transfer*.

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

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

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

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

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

A Certificate of Service is attached to the Application.

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

Applicant does not claim any eligible telecommunications carrier or other special status pursuant to the Federal Telecommunications Act of 1996.

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.

To the best of Applicant's knowledge, none of Applicant, its parent company, affiliates, or persons identified in this Application have been convicted of a crime involving fraud or similar activity.

To the best of Applicant's knowledge, there have been no proceedings dealing with Pennsylvania business operations in the last five (5) years before an administrative body or in a judicial forum in which Applicant, an affiliate, 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 acknowledges that this Application is subject to 18 Pa. C.S. §§ 4903 and 4904.

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

Applicant 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.

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

AFFIDAVIT

State of Missouri

ss.

County of St. Charles

Craig Ceranna, Affiant, being duly sworn according to law, deposes and says:

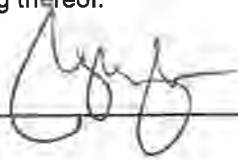
That Affiant is the Chief Financial Officer of GW Operating, LLC.

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

That **GW Operating, 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;

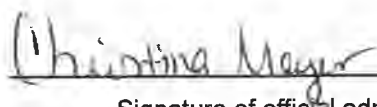
That **GW Operating, LLC**, the Applicant herein, asserts that Affiant possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations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

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



Signature of Affiant

Sworn and subscribed before me this 21 day of November, 2025.



Signature of official administering oath

My Commission expires May 2, 2026.



23. § 1.36 Verification.

Verification

I, Craig Ceranna, 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).

Date



Signature

Craig Ceranna

Printed name

LIST OF EXHIBITS

Exhibit A	Formation Documents
Exhibit B	Authority to Transact Business in Pennsylvania
Exhibit C	Management Biographies
Exhibit D	Proposed CAP Tariff
Exhibit E	Financial Statements [CONFIDENTIAL – FILED UNDER SEAL]
Certificate of Service	

EXHIBIT A

Formation Documents

Delaware

The First State

Page 1

I, CHARUNI PATIBANDA-SANCHEZ, 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 "GW OPERATING, LLC", FILED IN THIS OFFICE ON THE SEVENTH DAY OF OCTOBER, A.D. 2025, AT 7:39 O`CLOCK P.M.



C. P. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

10359297 8100
SR# 20254204508

Authentication: 204983596
Date: 10-08-25

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

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:39 PM 10/07/2025
FILED 07:39 PM 10/07/2025
SR 20254204508 - File Number 10359297

CERTIFICATE OF FORMATION

OF

GW OPERATING, LLC

This Certificate of Formation of GW Operating, LLC (the "Company") is being executed and filed by the undersigned pursuant to Section 18-201 of the Delaware Limited Liability Company Act (the "Act") for the purpose of forming a limited liability company pursuant to the Act.

FIRST: The name of the Company is: GW Operating, LLC.

SECOND: The address of the registered office of the Company in Delaware is 251 Little Falls Drive, in the City of Wilmington, County of New Castle, Delaware 19808-1674, and its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned, being the individual forming the Company, has executed, signed and acknowledged this Certificate of Formation on this 7th day of October, 2025.

By: /s/ Jacob Posen

Name: Jacob Posen

Title: Authorized Person

EXHIBIT B

Authority to Transact Business in Pennsylvania

DSCB:15-412 - 2

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

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

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

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

6. Check one of the following:

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 7 day of November, 2025.

GW Operating, LLC

Name of Association

Signature

Chief Financial Officer and Treasurer

Title

B8958-7594 11/18/2025 11:14 AM Received by Pennsylvania Department of State

EXHIBIT C

Management Biographies

Biographies of Key Gateway Management

Chris Surdo, Chief Executive Officer

Chris Surdo joined Gateway Fiber in 2020 as CFO and quickly advanced to President in 2022, before being appointed CEO in 2023. Under Chris's leadership, Gateway Fiber has expanded its footprint from eastern Missouri into Minnesota, North Dakota, and western Massachusetts, driving significant growth and operational excellence.

Chris played a pivotal role in forming the financial partnership with CBRE Investment Management in 2023, which enabled Gateway to accelerate its national fiber-to-the-home platform and pursue aggressive market expansion. His tenure has been marked by a customer-first approach, strategic development, and successful execution of business growth initiatives.

Prior to Gateway, Chris held leadership roles at EnPro Industries and Cargill, focusing on general management, strategy, and corporate development. Chris is recognized for his expertise in strategic leadership, corporate development, and fiber optics, and is credited with driving Gateway Fiber's continued growth and expansion in the industry. Chris has been with Gateway for (5) years and has over (20) years of experience.

Mr. Surdo holds a B.A. from Washington & Lee and an M.B.A. from Dartmouth's Tuck School of Business.

Craig Ceranna, Chief Financial Officer

Craig Ceranna joined Gateway Fiber in February 2025 as CFO. He previously served as CFO for several private-equity back high-growth consumer companies. He brings a wealth of experience from his leadership roles in Accounting and Finance, especially as CFO over the past decade.

Prior to Gateway Fiber Craig served in the capacity of CFO/COO for BruMate, Inc. During his tenure BruMate was No. 14 and No. 71 on the Inc 5000 list with growth exceeding 5,320%. Top line revenue for 2022 exceeded \$100.0m. Craig's team managed all aspects of the finance and operational performance of the business from production planning to last mile distribution.

Mr. Ceranna has also served as the CFO/COO of Levo Oil, Inc as well as a member of its Board of Directors, as CFO of Yurbuds, and as Managing Director of Cepia, the company behind Zhu Zhu Pets, a Time Magazine Top 10 Kids Brand of all time. Craig brings over (25) years of experience.

Mr. Ceranna holds a B.S. from North Central College in Accounting.

John Meyer, Chief Customer Officer

John Meyer joined Gateway Fiber in the fall of 2020 and oversees commercial strategy, brand development, product strategy, and customer acquisition. John is a dynamic marketing executive

and digital strategist, with a reputation for building brands and executing go-to-market plans that drive customer growth and engagement.

He has been instrumental in Gateway's expansion into new markets, including leading social media consolidation strategies, developing churn mitigation offers, and supporting the transition to new operational systems. John's leadership has helped Gateway Fiber achieve high customer satisfaction and strong brand recognition in the communities it serves.

Prior to Gateway, John held various marketing leadership roles at Charter Communications, TiVo, and Pepper IoT. He is active in community service, including board membership with the Disabled Athlete Sports Association.

Mr. Meyer holds a B.A. from the University of North Dakota and an MBA from Washington University in St. Louis.

Jason Johns, SVP

Jason Johns joined Gateway Fiber in 2023 as Vice President of Construction and was promoted to SVP, Network Deployment in January 2025. Jason has played a pivotal role in driving market expansion and growth, overseeing the integration of network deployment across multiple states. With over 22 years of experience at CenturyLink, Jason brings deep expertise in outside plant engineering, construction, and project management.

At Gateway, he leads teams responsible for network integration, material planning, and construction operations, ensuring the successful rollout of fiber infrastructure in new and existing markets. Jason's leadership is characterized by a focus on operational efficiency, process standardization, and customer satisfaction. Jason brings over 28 years of telecom construction experience.

Mr. Johns holds an associate's degree from West Hill College and studied Business Administration and Management at Baker College.

EXHIBIT D

Proposed CAP Tariff

COMPETITIVE ACCESS PROVIDER TARIFF

TITLE PAGE

GW Operating, LLC

COMPETITIVE ACCESS PROVIDER

Regulations and Schedule of Charges
For Business and Enterprise Customers Only

Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S., 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: _____
Issued by: _____

Craig Ceranna, Chief Operating Officer
GW Operating, LLC
2342 Technology Dr., Suite 103
O'Fallon, MO 63368

Effective: _____

COMPETITIVE ACCESS PROVIDER TARIFF

CHECK-SHEET

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

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

*indicates sheet included in this filing

Issued: _____
Issued by: _____

Craig Ceranna, Chief Operating Officer
GW Operating, LLC
2342 Technology Dr., Suite 103
O'Fallon, MO 63368

Effective: _____

COMPETITIVE ACCESS PROVIDER TARIFF

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SECTION 2: RULES AND REGULATIONS	8
SECTION 3: DESCRIPTION OF SERVICES	16
SECTION 4: RATES AND CHARGES	17

Issued: _____

Issued by:

Craig Ceranna, Chief Operating Officer
GW Operating, LLC
2342 Technology Dr., Suite 103
O'Fallon, MO 63368

Effective: _____

COMPETITIVE ACCESS PROVIDER TARIFF

TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the top right, below tariff number.

Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

Sheet Revision Numbers - Revision numbers also appear on top of each page. These numbers are used to determine the most current sheet version on file the PUC.

Paragraph Numbering Sequence - There are 6 levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

- 2.
- 2.1
- 2.1.1

Check Sheets - When a tariff filing is made, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets 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. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains 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 sheet is the most current on file with the PA PUC.

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COMPETITIVE ACCESS PROVIDER TARIFF

LIST OF MODIFICATIONS

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COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

1.1 TECHNICAL TERMS

Carrier – GW Operating, LLC

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

Commission or "PUC" - Pennsylvania Public Utilities Commission.

Customer – A person, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the local exchange company. The Customer is responsible for payment of charges to the Carrier and compliance with the Carrier’s regulations.

Day - The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening - The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

Holiday - For the purpose of this tariff recognized New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Individual Case Basis (“ICB”) - Are services provided in situations where rates are developed based on the specific circumstances of the situation, and will be made available to similarly situated customers in a non-discriminatory manner.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

1.1 TECHNICAL TERMS (Cont'd.)

Interruption - The inability to use the Carrier’s service due to equipment malfunction or human errors. Interruption shall not include acts of God. Nor shall Interruption include service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

1.1.1 ABBREVIATIONS

Gbps - Gigabits per second; one thousand million bits per second

ICB - Individual Case Basis

Mbps - One million megabits per second data transmission speed

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SECTION 2. RULES AND REGULATIONS

2.1 The Carrier provides facilities-based and resold telecommunications services to business, institutions, organizations and carrier customers.

2.1.1 The Carrier will provide services statewide in Pennsylvania. The Carrier installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff unless otherwise provided in ICB contracts. When authorized by the Customer, the Carrier may act as the Customer’s agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer’s location to the Carrier’s network. The Customer shall be responsible for all charges due for such service arrangements.

2.1.2 The Carrier’s services are provided on a monthly basis, unless otherwise stated in this tariff or in applicable ICB contracts. Services are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Application of Tariff

This tariff sets forth the service offerings, rates, terms, and conditions, applicable to the furnishing of intrastate competitive access service to business, organizations and institutions within the state of Pennsylvania by GW Operating, LLC hereinafter referred to as (the “Carrier”).

2.3 Use of Services

2.3.1 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.

2.3.2 The use of the Carrier’s services without payment for service or attempting to avoid payment for service by fraudulent means is prohibited.

2.3.3 Carrier's services are available for use twenty-four hours per day, seven days per week, except for temporary interruptions due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations, which the Customer will be provided advance notice.

2.3.4 Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.

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COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2. RULES AND REGULATIONS (Cont'd.)

2.3.5 Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff as outlined in Section 2.6.3 of this Tariff.

2.4 Liability of Carrier

2.4.1 An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Carrier to be impaired. When service is interrupted for a period of at least 24 hours after notice by the Customer to Carrier, an allowance equal to 1/30 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges. In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption

2.4.2 Except as provided below, Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to act of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof. When service is interrupted for a period of at least 24 hours due to such factors such as storms, fires, floods or other conditions beyond the control of the Carrier, an allowance equal to 1/30 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each 24 hours during which the interruption continues after notice by the Customer to the Carrier.

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COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 2. RULES AND REGULATIONS (Cont'd.)

- 2.4.3 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- 2.4.4 The liability of the Carrier for any loss or damages out of mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the service involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental or exemplary damages.
- 2.4.5 Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or incumbent local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.4.6 Carrier shall not be liable for defacement of or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.
- 2.4.7. Carrier makes no warranties or representations, expresses or implies either in fact or by operation of law, statutory or otherwise, including warranties of merchantability of fitness for a particular use, except those expressly set forth herein.

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SECTION 2. RULES AND REGULATIONS (Cont'd.)

2.5 Responsibilities of the Customer

- 2.5.1. The Customer is responsible for placing any necessary orders for complying with Tariff regulations and for assuring that end users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users.
- 2.5.2. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.5.3. If required for the provisioning of the Carrier's services, the Customer must provide the Carrier, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.5.4. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.
- 2.5.5. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service. Carrier will permit such equipment to be connected with its channels without use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.

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SECTION 2. RULES AND REGULATIONS (Cont'd.)

- 2.5.6. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services
- 2.5.7. The Customer is responsible for payment of the charges set forth in this Tariff.
- 2.5.8. The Customer agrees to release, indemnify and hold harmless the Carrier against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any service interruption or loss of or damage to any property, whether owned by the Customer or others.

2.6 Cancellation or Interruption of Services

- 2.6.1 Customers may terminate service, with or without cause, by giving the Carrier notice. If the Customer has a term contract, early termination charges may apply. The Carrier may terminate service with five (5) days oral or written notice to the Customer for any of the following occurrences:
- (a) Customer non-compliance with Commission regulations;
 - (b) Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
 - (c) Failure of the Customer to permit the Carrier to have reasonable access to its equipment, facilities, service connections or other property;
 - (d) Failure of the Customer to pay a non-disputed delinquent account;
 - (e) Failure of the Customer to provide the Carrier with adequate assurances that an unauthorized use or practice will cease;
 - (f) Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Carrier's equipment or service to others;
 - (g) Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service
 - (h) Failure of the Customer to adhere to contractual obligations with the Carrier.
 - (i) Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Carrier;

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SECTION 2. RULES AND REGULATIONS (Cont'd.)

- (j) Customer tampering with the Carrier’s equipment or service;
- (k) The Carrier may terminate service without written notice to the Customer for any of the following occurrences;
- (l) Customer’s unauthorized or illegal use of the Carrier’s service or equipment.
- (m) Procedures for discontinuance of existing service:

2.6.2 Carrier may discontinue service without notice for any of the following reasons:

- (a) If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
- (b) If a Customer or User uses Carrier's services in a manner to violate the law.
- (c) In all other circumstances, Carrier will provide the Customer with written notice via first class U. S. mail stating the reason for discontinuance, and will allow the Customer not less than fifteen (15) days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least ten (10) days written notice via first class mail that disconnection will take place within five days, excluding Sundays and holidays, and the Customer will be given the opportunity to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which Carrier is not prepared to accept payment of the amount due and to reconnect service.

2.6.3 Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

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SECTION 2. RULES AND REGULATIONS (Cont'd.)

2.7 Billing Arrangements

- 2.7.1. Customers will be billed directly by Carrier.
- 2.7.2. Carrier will render bills monthly. Payment is due within thirty (30) days after Customers' receipt of its bill.
- 2.7.3. Carrier may impose a late payment charge of 1.5% on any bill not paid within thirty (30) days of receipt by the customer.

2.8 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

2.9 Contested Charges

- 2.9.1. All bills are presumed accurate, and shall be binding on the Customer unless objection is received either orally or in writing before actual suspension or termination of service. Suspension or Termination is prohibited until resolution of the dispute. In the event that a billing dispute between the Customer and the Carrier for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:
- 2.9.2. First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.
- 2.9.3. Second, if there is still a disagreement about the disputed amount after investigation and review by the Carrier, the Customer, within ten days of the notification or mailing of the Carrier's written summary of the findings or resolution of the dispute, an informal complaint may be filed with the Bureau of Consumer Services at the Public Utility Commission, 400 North Street, Commonwealth Keystone Building, P.O. Box 3265, Harrisburg, PA, 17105-3265, telephone (717) 783-5187 and facsimile (717) 787-6641, in accordance with the Commission rules of procedure. The Bureau of Consumer Services shall have primary jurisdiction over customer complaints. The Bureau of Consumer Services' toll-free number is (800) 692-7380.

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SECTION 2. RULES AND REGULATIONS (Cont'd.)

2.10 Taxes

All federal excise taxes, state, local sales, use and similar taxes, including gross receipts taxes, are billed as separate items and are not included in the quoted rates for service.

2.11 Promotions

From time to time, the Carrier may offer services or waive or vary service rates for promotional, market research or other similar business purposes. Such offerings will be tariffed, and the Carrier will seek prior approval from the Commission for these offerings. Varying rates for promotional offerings will not exceed those in this tariff for the same services. Promotional offerings will be filed as a tariff supplement and may not have duration of longer than 6 months in any rolling 12-month period that commences as of the effective date of the filed promotion.

2.12 Billing and Collection Practices

Carrier will adopt all billing and collection practices as adopted by the Pennsylvania Public Utilities Commission.

2.13 Shortage of Equipment or Facilities

2.13.1. The Carrier reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Carrier, when necessary because of lack of facilities, or due to some other cause beyond the Carrier's control.

2.13.2. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Carrier's facilities as well as facilities the Carrier may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Carrier.

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COMPETITIVE ACCESS PROVIDER TARIFF

SECTION 3. DESCRIPTION OF SERVICES

3.1 Dedicated Access Services

3.1.1. Dedicated Access Services consist of the services offered pursuant of this section, either individually or in combination. Each service is offered independently of the other. Service is offered via the Carrier’s facilities for the transmission of one-way and two-way communications, unless noted.

Ethernet Services (3 Mbps - 1Gbps)

3.2 Other Services

The Carrier on an Individual Case Basis (ICB), depending on conditions and Customer requirements, may provide other services, including dark fiber, wireless transmission, and fractional point-to-point high-speed digital point- to-point services.

3.3 Individual Case Basis (ICB) Arrangements

3.3.1. Most, if not all, services are provided to business customers pursuant to Individual Case Basis contracts. To the extent that contracts are silent as to a term or rate or contracts have not been executed, then rates and term offered in this Tariff are applicable. ICB contracts will be filed with Commission upon request.

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SECTION 4. RATES AND CHARGES

4.1 Rate Elements

Non-recurring and monthly recurring rates apply and vary for each service furnished by the Carrier. Monthly recurring rates vary according to the time period for which the Customer commits to take the service.

4.2 Rates

4.2.1 Carrier Ethernet Transport Rates

1-4 Mbps:	\$250 per Mbps
5-9 Mbps:	\$185 per Mbps
10-99 Mbps:	\$150 per Mbps
100+ Mbps:	\$ 45 per Mbps
Gigabit Ethernet:	\$7,000 per Gigabit

4.2.2 Broadband Internet Service Rates

1-10 Mbps:	\$115 per Mbps
11-50 Mbps:	\$100 per Mbps
50-150 Mbps:	\$ 85 per Mbps
>150 Mbps:	\$ 50 per Mbps

4.2.3 Internet 2 Transport Rates

\$5,200 Per month/100 Mbps

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SECTION 4. RATES AND CHARGES

4.3 Labor Rates

The following rates are labor rates for services not covered in ICB scope of work:

Network Engineer: \$125.00 per hour

Field Engineer: \$85.00 per hour

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CONFIDENTIAL EXHIBIT E

Financial Statements

[CONFIDENTIAL – FILED UNDER SEAL]

Certificate of Service

I, M. Renee Britt, hereby certify that on this 2nd day of December 2025, a copy of the Public Version of the foregoing Application of GW Operating, LLC 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

555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101

Office of Attorney General

Office of Consumer Protection
Strawberry Square
Harrisburg, PA 17120

/s/ M. Renee Britt

M. Renee Britt