

July 22, 2016

VIA ELECTRONIC FILING

Mr. Dan Wolf, Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

**Re: Mobilitie Management, LLC – Application for Authority to Provide
Local Niche Service in the State of Minnesota**

Dear Mr. Wolf:

On behalf of Mobilitie Management, LLC, transmitted herewith is the company's redacted Application for Authority to Provide Local Niche Service in the State of Minnesota ("Application").

A check in the amount of \$570.00 payable to the Minnesota Public Utilities Commission for the Application's requisite filing fees has been submitted separately from this transmittal via U.S. Mail.

The confidential version of this Application has been filed separately pursuant to Minnesota Rule 7829.0500, subpt. 2.

Should you have any questions regarding this transmittal, please do not hesitate to contact the undersigned.

Respectfully submitted,



Keenan P. Adamchak

Counsel for Mobilitie Management, LLC

Enclosures

APPLICATION FOR AUTHORITY TO PROVIDE TELEPHONE SERVICE IN THE STATE OF MINNESOTA (CLEC / AOS / LONG DISTANCE)



P-
Docket #

PLEASE PRINT IN BLACK INK OR TYPE ATTACH NON-REFUNDABLE FEE OF \$570.00 (see page 3 for details)

1. Mobilitie Management, LLC July 22, 2016
Applicant's Name (business or individual) Date of Application
2220 University Drive, Newport Beach, CA 92660 (877) 999-7070
Business Address Business Phone
Michael P. Donahue mpd@commlawgroup.com (703) 563-6222
Contact Person Contact's Email Address FAX Number
Marashlian & Donahue, PLLC, 1420 Spring Hill Rd., Suite 401, McLean, VA 22102
Contact Person's Address Street, City, State, ZIP

2. Type of Certification requested by applicant:

- A. Facilities-based local exchange company
i. Conditional certificate of authority
ii. Operational certificate of authority
B. Resale of local exchange service
i. Conditional certificate of authority
ii. Operational certificate of authority
C. Long distance service
i. Conditional certificate of authority
ii. Operational certificate of authority
D. Local niche service
i. Conditional certificate of authority
ii. Operational certificate of authority

3. Applicant is: [] individual Date open for business: December 11, 2015
[] partnership
[X] corporation* Date of organization: December 11, 2015
(*name the State Delaware)

4. Minnesota State Tax ID# 4328223 (if applicable)

5. Federal ID Number 81-0819781

6. Are any officers or partners within the organization convicted felons: [] Yes [X] No
(If yes, please explain)

7. Will more than 50% of your revenue be derived from the provision of operator assisted long distance services? [] Yes [X] No
If yes, please identify the operator service company that will be used to provide the service:
(See "AOS Requirements" fact sheet)

8. List FCC licenses obtained: N/A

PUBLIC VERSION

9. Has any state rejected your request for authority? Yes No
(If yes, please explain) Please see Attachment 25
10. Have you ever been issued a “cease and desist” order? Yes No
(If yes, please explain) _____
11. Are you currently providing telephone service in Minnesota? Yes No
(If yes, please explain) _____
12. Verify that a toll free number to reach a customer service representative will be on the bill received by customers.
 Yes, the total free number will be on the bill.
 No, the toll free number will not be on the bill.
 If no, how will customers know the number to call? _____
13. Provide the toll-free telephone number: (877) 999-7070

NOTE: To complete this application, you must provide the information requested on the following pages.

Table of Attachments

<u>Attachment</u>	<u>Title</u>
1	Filing Fee
2	Proposed Tariff
3	Description of Service Area
4	Status of Interconnection Agreements
5	Summary of the Technology and Facilities to be Used
6	Demonstration of Financial Ability
7	Ability to Service and Maintain Equipment
8	Customer Billing Procedures
9	Customer Complaints
10	Classes of Customers
11	Marketing Plan
12	Provisioning Schedule
13	Copy of Certificate to do Business in Minnesota
14	911 Letters
15	911 Plan
16	Articles of Formation
17	Information for Key Staff
18	List of Major Stockholders
19	Affiliates, Subsidiaries, and Parents
20	Other Jurisdictions
21	Minnesota Rules Part 7812.0600
22	Telephone Assistance Plan
23	Service List
24	Verifications
25	Denial of Request for Authority

Attachment 1

Filing Fee

Please see attached.

July 22, 2016

VIA PRIORITY MAIL

Mr. Dan Wolf, Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

**Re: Mobilite Management, LLC – Application for Authority to Provide
Local Niche Service in the State of Minnesota**

Dear Mr. Wolf:

On behalf of Mobilite Management, LLC (“Mobilite Management”), transmitted herewith is check payable to the Minnesota Public Utilities Commission in the amount of \$570.00 covering the requisite filing fee for Mobilite Management’s Application for Authority to Provide Local Niche Service in the State of Minnesota, submitted electronically on July 21, 2016.

Should you have any questions regarding this transmittal, please do not hesitate to contact the undersigned.

Respectfully submitted,



Keenan P. Adamchak

Counsel for Mobilite Management, LLC

Enclosures

Filing Fee 1

\$570.00

Mobilitie - App to Provide Local Niche Service

Client Name

Mobilitie, LLC

Client #

CLG-10455

Matter #

CLG-10455.001

PUBLIC VERSION

Client Amount

\$570.00

Account #

Firm Amount

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES MICROPRINTED ENDORSEMENT LINES AND ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW



MARASHLIAN & DONAHUE, PLLC
THE COMMLAW GROUP

Operating Account
1420 Spring Hill Road
Suite 401
McLean, VA 22102
Ph: (703) 714-1300

SunTrust Bank
65-270/550

2552

NO.

PAY

Five Hundred Seventy Dollars & 00/100

DATE

07/22/2016

AMOUNT

\$570.00

TO THE ORDER OF

Minnesota Public Utilities Commission
, MN

Mobilitie - App to Provide Local Niche Service

AUTHORIZED SIGNATURE



⑈002552⑈ ⑆055002707⑆ 1000164355231⑈

THIS DOCUMENT IS PRINTED ON TONER ADHESION PAPER

HEAT SENSITIVE VOID IMAGE DISAPPEARS WITH HEAT

Attachment 2

Proposed Tariff

Please see attached.

PUBLIC VERSION

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 0

Tariff Schedule
Applicable to

INTRASTATE TELECOMMUNICATIONS SERVICES

of

MOBILITIE MANAGEMENT, LLC

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

PUBLIC VERSION

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 1

CHECK SHEET

All 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 comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original	33	Original
10	Original	34	Original
11	Original	35	Original
12	Original	36	Original
13	Original	37	Original
14	Original	38	Original
15	Original	39	Original
16	Original	40	Original
17	Original	41	Original
18	Original	42	Original
19	Original	43	Original
20	Original	44	Original
21	Original		
22	Original		
23	Original		
24	Original		

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 2

TABLE OF CONTENTS

PRELIMINARY STATEMENT 4
EXPLANATION OF SYMBOLS..... 5
APPLICABILITY..... 7
AVAILABILITY OF THE COMPANY’S TARIFF 8
Schedule 1: RF Transport Services 9
Schedule 2: Flat Rate Basic Business Line Services 11
Schedule 3: Residential Exchange Service..... 13
Schedule 4: Business Exchange Service 14
SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS..... 15
SECTION 3 - RULES AND REGULATIONS..... 17
 3.1 Undertaking of the Company 17
 3.2 Shortage of Equipment or Facilities..... 18
 3.3 Use of Service 19
 3.4 Liabilities of the Company and Indemnification..... 19
 3.5 Equipment 23
 3.6 Alternative Telephone Service 23
 3.7 Installation 23
 3.8 Establishing Credit 26
 3.9 Deposits..... 28
 3.10 Payment for Services 31
 3.11 Deferred Payment Agreements..... 32
 3.12 Taxes..... 32
 3.13 Late Payment Charge..... 33
 3.14 Cancellation by Customer 33
 3.15 Interconnection 33

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

PUBLIC VERSION

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 3

3.16 Termination of Service by Carrier..... 33
3.17 Interruption of Service..... 36
3.18 Cost of Collection and Repair 40
3.19 Dishonored Check Charge..... 40
3.20 Service Restoral Charge 41
3.21 Customer Complaints 41
3.22 Access to Carrier of Choice..... 42
3.23 Directory Listings 42
3.24 Service Area 42
3.25 Timing of Calls..... 42
3.26 Rate Periods 43
3.27 Promotional Offerings 43
3.28 Individual Case Basis (ICB) Arrangements 43
3.29 Returned Check Charge..... 43
3.30 Service Restoral Charge 44
3.31 Late Payment Charge..... 44
3.32 Installation Charge..... 44

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

PUBLIC VERSION

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 4

PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating and applicable to Mobilitie Management, LLC (“Company”).

The Company has been authorized by the Minnesota Department of Commerce (“D.O.C.”) and the Public Utilities Commission (“PUC”) to provide competitive intrastate telecommunications services to non-residential customers throughout the State of Minnesota.

The rate and rules contained herein are subject to change pursuant to the rules and regulations of the D.O.C. and PUC.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

PUBLIC VERSION

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 5

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purposes indicated below:

- (C) To signify **changed** listing, rule, or condition which may affect rates or charges.
- (D) To signify **deleted or discontinued** rate, regulation, or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (L) To signify that material has been **relocated** to another tariff location.
- (N) To signify a **new** tariff rate, regulation, condition, or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 6

SERVICE AREA MAP

The Company's service is available statewide. The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's Service Order.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

PUBLIC VERSION

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 7

APPLICABILITY

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by the Company within the State of Minnesota.

This tariff applies only for the use of the Company's services for communications between points within the State of Minnesota; this includes the use of the Company's network to complete and end-to-end intrastate communication.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

PUBLIC VERSION

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 8

AVAILABILITY OF THE COMPANY'S TARIFF

Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at:

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

This tariff is also available for public inspection at the Minnesota Department of Commerce.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 9

Schedule 1: RF Transport Services

1. Application of Rates

RF Transport Services rates apply to service furnished to business customers. RF Transport Services are not available to residential customers.

2. RF Transport Service

(A) General Service Offerings and Limitations:

RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to emit RF coverage.

RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and transmitted at this remote node. Hence the Company provides optical transit services for RF signals.

The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

The specific limitations applicable to RF Transport Services are as follows:

- All optical services are provided on a single mode optical fiber.
- Some optical services may be of a multi-wavelength nature.
- Current wireless standards limit the distance between a hub site and a remote node to 20km.
- The optical loss between a hub site and a remote node must not exceed 18dB.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 10

Schedule 1: RF Transport Services (cont'd)

(B) Minimum Term:

The minimum service term for RF Transport Service is five (5) years.

(C) Recurring and Nonrecurring Rates

The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows:

<u>Description</u>	<u>Fee per Segment</u>
Nonrecurring connection charge	\$100,000.00
Monthly recurring charge	\$15,000.00

For purposes of this Tariff, Segment shall mean a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one (1) wavelength.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 11

Schedule 2: Flat Rate Basic Business Line Services

1. Application of Rates

Flat Rate Basic Business Line Services rates apply to service furnished to business customers. Flat Rate Basic Business Line Service are not available to residential customers.

2. Flat Rate Basic Business Line Service

(A) Flat Rate Basic Business Line Service

With the Flat Rate Basic Business Line Service, the customer pays a monthly rate for an unlimited number of outgoing calls within a specified local calling area.

(B) Recurring and Nonrecurring Charges

Charges for each Flat Rate Service line include a monthly recurring Base Service Charge for an unlimited number of outgoing calls within a specified local calling area. In addition to the nonrecurring charges listed below, service order charges apply. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 12

Schedule 2: Flat Rate Basic Business Line Services (cont'd)

(C) Rates

	<u>Monthly</u>	<u>Nonrecurring</u>
Flat Rate Basic Business Line Service	ICB	ICB

This tariff will be updated to reference each individual contract where the customer is either a residential customer, or a business customer with three (3) or fewer lines.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 13

Schedule 3: Residential Exchange Service

The Company does not offer Residential Exchange Service at this time. Prior to initiating such service, the Company will revise this tariff according to the D.O.C.'s procedures to include rates for such services.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 14

Schedule 4: Business Exchange Service

This Company does not offer Business Exchange Service at this time. Prior to initiating such service, the Company will revise this tariff according to the D.O.C.'s procedures to include rates for such services.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 15

SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Carrier or Company - Whenever used in this tariff, "Carrier" or "Company" refers to Mobilitie Management, LLC, unless otherwise specified or clearly indicated by the context.

Channel – A communication path between two or more points of termination.

Commission - The Minnesota Public Utilities Commission.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Customer Designated Premises – The premises specified by the Customer for origination or termination of services.

Dedicated Access – Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Facilities – Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

ILEC - Incumbent Local Exchange Carrier.

LEC - Local Exchange Carrier.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 16

SECTION 2 - TECHNICAL TERMS AND ABBREVIATIONS (contd.)

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.

Transmission Path – An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 17

SECTION 3 - RULES AND REGULATIONS

3.1 Undertaking of the Company

3.1.1 Application of Tariff

3.1.1.A This Tariff contains the regulations and rates applicable to intrastate communications services provided by Carrier for telecommunications between points within the State of Minnesota. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff. Service is available twenty-four (24) hours a day, seven (7) days a week.

3.1.1.B The rates and regulations contained in this Tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier. Should Customers use such services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

3.1.2 Terms and Conditions

3.1.2.A. Except as otherwise provided herein, the minimum period of service is one calendar month. All payments for service are due by the date specified on the bill sent by the Company which may not be less than twenty-one (21) days after the date of the postmark on the bill. All calculations of dates set forth in this tariff shall be based on calendar days.

Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 18

SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.1.2.B At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates, unless terminated by either party upon proper written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 3.1.2.C This tariff shall be interpreted and governed by the laws of the State of Minnesota.
- 3.1.2.D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 3.1.2.E The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

3.2 Shortage of Equipment or Facilities

- 3.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- 3.2.2 The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier, other providers to the Company and the Company's network capacity and/or coverage area.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 19

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.3 Use of Service

- 3.3.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.
- 3.3.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 3.3.3 The Customer may not use the services so as to interfere with or impair service over any facilities or associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

3.4 Liabilities of the Company and Indemnification

- 3.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representation, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall not exceed the applicable charges under this Tariff for such service. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- 3.4.2 The Company shall not be liable for loss or damage sustained by reason of failure in or breakdown of facilities or equipment provided by third parties not under its control. In no event shall the Company's liability for any failure, breakdown or interruption in services exceed the charges applicable under this Tariff for such service.
- 3.4.3 The company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1."

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 20

SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.4.4 The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to, acts of God, fires, lightning, floods or other catastrophes; any law, order, regulations, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, any failure of local service lines or delays caused by the underlying local service provider or the Customer or end-user.
- 3.4.5 The Customer is required to notify the Company of any changes to Customer's equipment, including software controlling the equipment's function. The Company is not liable for interruptions in service caused by Customer's failure to notify the Company prior to any change.
- 3.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 3.4.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays associated with normal construction procedures of its underlying carrier(s). Such delays shall include, but not be limited, to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 21

SECTION 3 - RULES AND REGULATIONS (cont'd)

The Company may undertake to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

- 3.4.8 The Company is not liable for any defacement of or damage to the Premises of a Customer (or authorized or Joint User) resulting from the furnishing of services or equipment of such Premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of agents or employees of the Company.
- 3.4.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Company services provided hereunder.
- 3.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 22

SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.4.11 The Company shall not be liable and shall be indemnified and saved harmless by any customer, end user, or other entity from all loss, claims, demands, suits or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer, end user, or other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the Premises of any Customer, end user or any other entity or any other property whether owned or controlled by the Customer, end user, or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, end user, or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of the Company.
- 3.4.12 The Customer and any Authorized Users or Joint Users, jointly and severally, shall indemnify and save the Company harmless from claims, loss, damage, expense (including attorneys' fees and court costs), or liability for libel, slander, or copyright infringement arising from the use of the service; and from claims, loss, damage, expense or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer furnished, Authorized User, or Joint User furnished, or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys' fees and court costs), or liability arising out of any commission or omission by the Customer, Authorized User, or Joint User in connection with the service. In the event that any such infringing use is enjoined, the Customer, Authorized User, or Joint User, at its option and expense shall obtain immediately a dismissal or stay or such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer, Authorized

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 23

SECTION 3 - RULES AND REGULATIONS (cont'd)

User, or Joint User shall defend, on behalf of the Company and upon the request by the Company, any suit brought or claim asserted against the Company for any such slander, libel infringement or other claims.

3.5 Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment or facilities is compatible with such equipment or facilities.

3.6 Alternative Telephone Service

3.6.1 Alternative Telephone Service is defined as, except where technology impracticable, a wireless telephone capable of making local calls, and may also include, but is not limited to, call forwarding, voice mail, or paging services.

3.6.2 When alternative telephone service is appropriate, the customer may select one of the alternative telephone services offered by the Company. The alternative telephone service shall be provided at no cost to the customer for the provision of local service.

3.7 Installation

3.7.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 24

SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.7.2 If the Company fails to keep a scheduled repair or installation appointment when a customer premises visit requires a customer to be present, the Company shall credit the customer \$50 per missed appointment. A credit does not apply when the Company provides the customer with 24-hour notice of its inability to keep the appointment. The 24-hour notice period shall be construed to mean twenty-four (24) hours notice by the end of each four (4) hour window the day before the scheduled appointment.
- 3.7.3 Credits - New Service Installation Delays
- 3.7.3.A The Company shall install local niche service within five (5) business days after receipt of an order from the customer unless the customer requests an installation dated that is beyond five (5) business days after placing the order for basic service. (If the Company offers local niche service utilizing the network of network elements of another carrier shall install new lines for local niche service within three (3) business days after provisioning has been completed by the other carrier.)
- 3.7.3.B If the Company fails to install local niche service within five (5) business days, the Company will waive 50% of any installation charges.
- 3.7.3.C If the Company fails to install service within ten (10) business days after the service application is placed, or fails to install service within five (5) business days after the customer's requested installation date, if the requested date was more than five (5) business days after the date of the order, the Company shall waive 100% of the installation charge, or in the absence of an installation charge, the Company shall provide a credit of \$50.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 25

SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.7.3.D For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, which ever is greater, the Company will either provide alternative telephone service or an additional credit of \$20 per day, at the Customer's option until service has been installed.
 - 3.7.3.E The customer shall be notified that he or she may choose alternative telephone service or an additional credit of \$20 per day when installation is delayed continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, if the requested date was more than five (5) business days after the date of the order, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.
 - 3.7.3.F If installation of service is requested on or by a date more that 5 business days in the future, the Company shall install service by the date requested.
 - 3.7.3.G The terms of this section do not apply where Customer's service requires new or additional construction, including deployment of fiber or other facilities; regulatory, rights-of-way or other approvals; or the action or involvement of any third-party beyond the Company's control.
- 3.7.4 At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours. In such case, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time period including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 26

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.7.5 The provision of any services herein are subject to and contingent upon the company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, and may be required to be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses, and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Minnesota Public Utilities Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions or directives.

3.7.6 If the Company requires an outside plant build out or modification to provide service to the Customer the Company will notify the Customer of the need for the build out and an estimate of how soon the outside plant build out can be completed. If the Company determines that the outside plant build out is not possible or practical the Company will refer the customer to the ILEC for service since the Company, unlike the ILEC, does not receive funding from the Universal Service Fund or other such government related funds.

3.8 Establishing Credit

3.8.1 The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit.

3.8.2 Applicants for Service

3.8.2.A The Company may refuse to furnish service to an applicant that has not established credit or has not paid charges for service of the same classification previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 27

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.8.2.B Business service applicants may establish credit by meeting the requirements of the Company's Business Credit Evaluation Plan. An analysis of a business service applicant's credit will be based on the applicant's utility credit rating in compliance with the requirements of Minn R. 7810.1500.

3.8.2.C If verification of an applicant's credit is required, the Company will permit service to be installed upon the advance payment by the applicant of an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the applicant's monthly bill for service. Such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with the rules.

3.8.2.D If credit is not established, the Company may disconnect the service not sooner than five (5) days after delivery or eight (8) days after mailing of written notice of intention to disconnect.

3.8.2.F When a customer's service has been disconnected in accordance with the above, service will not be reconnected until the customer has established credit.

3.8.3 Customers

3.8.3.A A customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with the Deposit section when any of the following conditions occur:

- During the first twelve (12) months that a customer receives service, the customer pays late four (4) times or has service disconnected by the Company for nonpayment two times.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 28

SECTION 3 - RULES AND REGULATIONS (cont'd)

- After the first twelve (12) months that the customer has received service, the customer has had service disconnected twice by the Company within a twelve (12) month period or the Company provides evidence that the customer used a device or scheme to obtain service without payment.
- After the first twelve (12) months that a customer has received service, the customer pays late at least six (6) times during any twelve (12) month period.

3.8.3.B Payment by the customer of delinquent bills may not of itself relieve the customer from the obligation of establishing credit.

3.8.3.C The Company will make its request for a deposit within forty-five (45) days after the event giving rise to the request takes place.

3.9 Deposits

The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

3.9.1 Amount of Deposit

The amount of the cash deposit may not exceed two (2) month's estimated usage for customers pursuant to Minn R. 7810.1600.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 29

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.9.2 Payment of Deposits

The company may request that a maximum of 1/3 of the amount of the requested deposit from any customer be paid within twelve (12) days after the date of the request for deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two (2) billing periods shall be allowed for the balance of the deposit. A customer or applicant may, at their option, pay the deposit on a more expedited schedule.

3.9.3 Refund of Deposit

Deposits plus interest will automatically be refunded after being held for twelve (12) months so long as:

- The customer has paid any past due bill for service owed to the company;
- Service has not been discontinued for nonpayment;
- The customer has not paid late four (4) times, or
- The company has not provided evidence that the customer used a device or scheme to obtain service without payment.

3.9.4 Adjustments to Deposit

If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 30

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.9.5 Interest to be Paid on Deposits

Interest at the percentage rate determined annually by the Commission shall be paid by the Company on all deposits made for the purpose of establishing credit but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the customer as follows:

- By credit to the customer's account annually, or
- By payment, no more than once in any twelve (12) months' period, when requested by the customer, or
- By adding the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the customer.

3.9.6 Records of Deposits

The Company shall maintain records of deposits together with interest, which collectively will show all transaction pertaining to each deposit. The Company shall provide the applicant or customer with a Deposit Receipt for any deposit received. The receipt will show the customer's name, service address, serial number, type of service, amount of deposit, rate of interest, date received, Company's name, and a statement of the conditions under which the deposit will be refunded.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 31

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.10 Payment for Services

- 3.10.1 The due date printed on the bill will be at least twenty-one (21) days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the company or in United States currency.
- 3.10.2 The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.
- 3.10.3 Billing inquiries may be directed to the Company at the number on the customer bill. When a customer disputes a particular bill, the company shall not discontinue service for nonpayment so long as the customer pays the undisputed portion of the bill; pays all future periodic bills by the due date; and enters into discussions with the company to settle the dispute with dispatch. No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.
- 3.10.4 In the event a customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the company will refund the overcharge with interest from the date of overpayment by the Customer.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 32

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.11 Deferred Payment Agreements

- 3.11.1 All applicants for service who have failed to make payment under such a plan during the past twelve (12) months, who are indebted to the Company for past due utility service, may have the opportunity, at the discretion of the company, to make such arrangements.
- 3.11.2 The terms and conditions of a Deferred Payment Agreement will be in writing and will be determined by the Company after consideration of the size of the past due account, the customer's or applicant's ability to pay, the customer's or applicant's payment history, reasons for delinquency, and any other relevant factors relating to the circumstance of the customer's or applicant's service.
- 3.11.3 An applicant for service or a customer will be required to pay no more than 1/3 of the amount past due at the time of entering into the Deferred Payment Agreement. The Company will allow the customer or applicant a minimum of four (4) months and a maximum of twelve (12) months in which to complete payment pursuant to this Agreement.
- 3.11.4 A Deferred Payment Agreement will be in writing, with a copy provided to the applicant or customer, and will explain that the customer is required to pay all future bills by the due date and provide the terms of the agreement as to how the delinquent amount is to be retired.

3.12 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (*e.g.*, county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 33

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.13 Late Payment Charge

The Company will assess a late payment charge equal to the amount prescribed in this tariff.

3.14 Cancellation by Customer

Customer may cancel service by providing written or oral notice to the Company.

3.15 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

3.16 Termination of Service by Carrier

3.16.1 The Company may discontinue or refuse service for any of the reasons set forth below:

- For failure to make or increase a deposit as set forth herein.
- For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or customer at the same or another location, or where the applicant or customer voluntarily assumed, in writing, responsibility for the bills of another applicant or customer.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

PUBLIC VERSION

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 34

SECTION 3 - RULES AND REGULATIONS (cont'd)

- For failure to provide company representatives with necessary access to the company-owned service equipment, after the Company has made a written request for access.
- For failure to make payment in accordance with the terms of a deferred payment arrangement;
- The Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the company has so notified the customer prior to disconnection.
- For violation of or noncompliance with a Commission order.
- For violation of or noncompliance with any rules of the company on file with the Commission for which the company is authorized by tariff to discontinue service for violation or noncompliance on the part of the customer or user.
- For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service.
- The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.
- Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

Issued: ____

Issued By:
Christos Karmis
President

Effective: ____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 35

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.16.2 The following will not constitute sufficient cause for discontinuance or refusal of service:

- Except as set forth in Section 2.16.1. above, failure to pay the past due bill of a previous customer of the premises to be served, unless the applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous customer, or the previous customer is currently a member of the same household as the applicant.
- Failure to pay charges for directory advertising.
- Failure to pay the past due bill for a different class of service (where applicable).
- Failure to pay charges for terminal equipment or other telephone equipment purchased from the Company, an affiliate, or a subsidiary.

3.16.3 Discontinuance Procedures

- The Company will only discontinue service after it has mailed or delivered a written notice of discontinuance at least five (5) days prior to the discontinuance of service pursuant to Minn. R. 7810.2300. The notice of discontinuance will be delivered separately from any other written matter or bill.
- Pursuant to Minn. R. 7810.2000, service shall not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.
- Notice of discontinuance will remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company will not discontinue service beyond the twenty (20) day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 36

SECTION 3 - RULES AND REGULATIONS (cont'd)

- In addition to the written notice, the Company shall attempt to advise the customer when service is scheduled for discontinuance. The Company shall not deliver more than two (2) consecutive notices of discontinuance for past due bill without engaging in collection activity with the Customer.
- Service will not be discontinued for a past due bill after 12:00 p.m. on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Minnesota, or any day when the utility's business offices are not open. Services will be discontinued only between the hours of 8:00 a.m. and 2:00 p.m., unless the Company is prepared to restore the Customer's service within three (3) hours of receipt of payment.
- Service will not be discontinued, and will be restored if discontinued, where a present customer who is indebted to the company enters into and complies with a Deferred Payment Agreement as described in Section 3.10 of these tariffs.
- Pursuant to Commission Order issued in Docket No. P-999/ CI -96-38, dated September 16, 1996, the Company will not disconnect service to a Customer for that Customer's non-payment of any interLATA or intraLATA toll services billed to the customer.

3.17 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 37

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.17.1 Credit for interruptions

- 3.17.1.A Subject to the exceptions contained in Section 3.17, when use of service or facilities is furnished by the Company is interrupted, the following adjustments of the monthly Recurring Charges subject to interruptions will be allowed for the service and facilities rendered useless and inoperable by the reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company.
- 3.17.1.B If the interruption lasts for greater than twenty-four (24) hours but equal to or less than forty-eight (48) hours, Company shall provide a credit equal to a pro-rata portion of monthly recurring charges for the services interrupted.
- 3.17.1.C If the interruption last for greater than forty-eight (48) hours but equal to or less than seventy-two (72) hours, Company shall provide a credit for 33% of one month's recurring charges for all interrupted services.
- 3.17.1.D If the interruption last for greater than seventy-two (72) hours but equal to or less than ninety-six (96) hours, Company shall provide a credit 67% of one month's recurring charges for all interrupted services.
- 3.17.1.E If the interruption last for greater than ninety-six (96) hours but equal to or less than one hundred twenty (120) hours, Company shall provide a credit for one full month's recurring charges for all interrupted services.
- 3.17.1.F If the interruption last for greater than one hundred twenty (120) hours, Company will provide alternative phone service to the Customers or provide an additional credit of \$20 per day, at the Customer's option.
- 3.17.1.G The credit for services applies to the following non-usage sensitive services:

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 38

SECTION 3 - RULES AND REGULATIONS (cont'd)

- Monthly Local Niche Service
- End User Common Line Charge (EUCL) (may be referred to as Subscriber Line Charges -SLC)
- Flat Rated Extended Area Service (where applicable)

3.17.1.H For calculating credit allowances, every month is considered to have thirty (30) days. Only those facilities on the interrupted portion of the circuit will receive a credit.

3.17.1.I The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20 per day when the service disruption continues beyond the initial 120-hour period, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.

3.17.2 Limitations on Credit for Interruption Allowance

Credits do not apply if the violations of a service quality standard:

3.17.2.A Occurs as a result of a negligent or willful act on the part of the customer.

3.17.2.B occurs as a result of a malfunction of the customer-owned telephone equipment or inside wiring;

3.17.2.C Occurs as a result of, or is extended by, an emergency situation; An emergency situation is defined as:

- A declaration made by the applicable State or federal governmental agency that the area served by the Company is either a State or federal disaster area.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 39

SECTION 3 - RULES AND REGULATIONS (cont'd)

- An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of the Company, or the first seven (7) calendar days of a strike or other work stoppage.
- A severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood fire that prevents the Company for restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

3.17.2.D An emergency situation shall not include:

- A single event caused by high temperature conditions alone.
- A single event caused, or exacerbated in scope and duration, by acts or omissions of the Company, its agents, employees or contractors or by conditions of facilities, equipment, or premises owned or operated by the Company.
- Any service interruption that occurs during a single event listed above, but are not caused by those single events.
- A single event that the Company could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall a Company be required to undertake precautions that are technically infeasible or economically prohibitive.
- Is extended by the Company's inability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by the Company.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 40

SECTION 3 - RULES AND REGULATIONS (cont'd)

- Occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by the Company.
- Occurs as a result of a Company's right to refuse service to a customer as provided by law.
- Occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the customer's request for Service, subject to a Company's obligation for reasonable Facilities planning.

3.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier. The Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

3.19 Dishonored Check Charge

Any person submitting a check to the Carrier as payment for services, which is subsequently dishonored by the issuing institution, shall be charged a per check fee as set forth in the rate section of this tariff.

If the customer remits to the company on more than one (1) occasion during a twelve (12) month period a check, draft, or other instrument which is dishonored the company may refuse acceptance of further checks and place the customer on a "cash" basis. Under a "cash" basis the company may require the customer to pay by money order, certified check or cash.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 41

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.20 Service Restoral Charge

The Company will charge a service restoral fee as set forth in this tariff.

This fee will be automatically waived for the customer's first service restoral each calendar year.

3.21 Customer Complaints

Customers can reach the Company's Customer Service department by dialing the number provided on the customer bill. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner.

The Company shall direct its personnel engaged in personal contact with the applicant, customer, or user seeking dispute resolution to inform the customer of their right to have the problem considered and acted upon by supervisory personnel of the company where any dispute cannot be resolved. The Company shall further direct such supervisory personnel to inform such customer who expresses non-acceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Minnesota Public Utilities Commission as follows:

Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101
(651) 296-0406

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 42

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.22 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider of their choice. The interexchange provider should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

3.23 Directory Listings

3.23.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.

3.23.2 The Company is not liable for any errors or omissions in directory listings.

3.24 Service Area

The Company will provide RF Transport and Local Niche Services throughout the geographic area serviced by its own outside plant, within the State of Minnesota.

3.25 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.25.1 Timing for all calls begins when the called party answers the call (*i.e.*, when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.25.2 Chargeable time for all calls ends when the parties disconnects from the call.

3.25.3 Minimum call duration and additional increments for billing are specified in the description of each service.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 43

SECTION 3 - RULES AND REGULATIONS (cont'd)

- 3.25.4 No charges apply to incomplete calls.
- 3.25.5 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the entire call.

3.26 Rate Periods

Company's services are not time of day sensitive unless otherwise specified. The same rate applies twenty-four (24) hours per day, seven (7) days per week.

3.27 Promotional Offerings

The Company may, from time to time, offer promotions which may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company will notify the Commission of promotional offerings prior to the effective date of the promotion.

3.28 Individual Case Basis (ICB) Arrangements

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract, and as approved by the Commission. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

This tariff will be updated to reference each individual contract where the customer is either a residential customer, or a business customer with three (3) or fewer lines.

3.29 Returned Check Charge

\$30.00 per check.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660

M.N. D.O.C. No. 1 - Telephone
Original Page No. 44

SECTION 3 - RULES AND REGULATIONS (cont'd)

3.30 Service Restoral Charge

\$50.00 per occurrence. This charge will automatically be waived on the first occurrence in each calendar year.

3.31 Late Payment Charge

Customers will be charged 1.5% per month of any amounts owed to the Company beyond the due date for such payment.

3.32 Installation Charge

Customers will be charged an installation charge as described Schedules 1 and 2.

Issued: _____

Issued By:
Christos Karmis
President

Effective: _____

PUBLIC VERSION

Attachment 3

Description of Service Area

Mobilitie Management, LLC (“Mobilitie Management,” or “Applicant”) does not seek authority to provide “local services” as defined in Minnesota Rule 7812.0100, subp. 33. Applicant requests authority to provide local niche service throughout the State of Minnesota.

Attachment 4

Status of Interconnection Agreements

Mobilitie Management does not seek authority as a local service provider. Applicant will not need any interconnection agreements to operate. Accordingly, this is not applicable to an application for local niche service.

Attachment 5

Description of Services

Mobilitie Management will provide transport, backhaul, and broadband data and other voice and data services as well as other infrastructure used by carriers, emergency responders, public safety agencies, backhaul providers, and other companies. These services will be provided using a combination of fixed lines and microwave links to ensure resiliency. Applicant does not propose to provide alternative operator services, nor require advanced payment or deposits for its services from customers.

- a) How will end users be connected to the services? Will the ILEC's local loop be used or another facility? Will a broadband connection be relied upon? If so, will the connecting signal be (i) integrated into the end user's connection with the internet, (ii) a separate connection on the same facility, or (iii) on a separate facility from the end user's internet access? Please explain.**

Mobilitie Management will not rely upon any one method for connecting an end-user to the network. Instead, each end-user's connection will depend on the specific network configuration, and service delivery method chosen by the customer. Therefore, the nature of the end-user's connection to the network will potentially vary between each specific customer. Applicant does not maintain one network diagram for all its services. The type of deployment chosen by a specific customer will determine how basic local service will be provided to the customer. Because the unique circumstances of each customer vary, Applicant does not anticipate a "one-size-fits-all" model. Rather, Applicant will utilize a variety of service configurations to deploy local exchange service to customers. Therefore, some end-users may be connected through the ILEC's local loop, some end-users may be connected via a broadband connection, while other end-users may be connected to the network through other means.

Where Mobilitie Management's customers chose to connect to the network via a broadband connection, the connecting signal may be one of the three methods referenced above (*i.e.*, (i) integrated into the end user's connection with the Internet; (ii) a separate connection with the Internet; or (iii) on a separate facility from the end user's Internet access) – depending on the specific request of each customer.

- b) Will the company provide intercity transport mainly using (i) the public switched network, (ii) the public internet backbone; (iii) a private IP network, or (iv) other? Please explain.**

Mobilitie Management will deploy facilities in the state as customer and market demands dictate. As a result, the method used to provision transport between different local calling areas will depend on the location of the customer, and the nature and configuration of the customers' services. Depending on the specific customer request, transport may be provisioned by: (i) public switched network; (ii) public Internet backbone; (iii) private IP network; or (iv) other methods as chosen by the customer.

PUBLIC VERSION

- c) Where are the switches or soft-switches located that the company will use to provide these services?**

Mobilitie Management has not determined the location of any facilities used to provide its proposed services in Minnesota, and is unable to do so at this time. The location of Applicant's facilities in Minnesota will depend on customer demand, and the specific service requests of each customer.

- d) Can the services be nomadic (i.e., be used from more than one location)?**

Yes. Mobilitie Management will make nomadic connection available as based on customer demand for such services.

- e) Will the services permit a Minnesota end user to be assigned a telephone number associated with a rate center in which the end user is not physically located?**

To the extent Mobilitie Management provides voices services, Applicant intends to provision voice services initially only as Interconnected VoIP. These services will provide customers unlimited local and domestic long distance calling with no additional usage charges for intraLATA, intrastate, or interstate calls. Applicant will not provide switched local exchange services.

Furthermore, Applicant's customers may be assigned telephone numbers that are not associated with a rate center in which the end-user is physically located.

- f) Will the services be offered on a retail basis, wholesale basis, or both?**

Mobilitie Management's services will be offered on both a wholesale and retail basis.

- g) Are the services intended for (i) individual households, (ii) small business customers, or (iii) large business/large organization customers?**

Please see Mobilitie Management's description of its Classes of Customers in **Attachment 10**. Accordingly, Applicant's services are intended for small business and large business/large organization customers.

Attachment 6

Demonstration of Financial Ability

PUBLIC DOCUMENTS – TRADE SECRET DATA HAS BEEN REDACTED

Statement justifying Identification of Data as Trade Secret – The attached balance sheets and income statements of Applicant’s parent company, Mobilitie Holdings, LLC (“Mobilitie Holdings”), constitute a trade secret under Minnesota law. The accompanying financial information meets Minnesota’s three prong definition of “trade secret information.” Minn. Stat. § 13.37, subd. 1(b). These financial documents are: (1) supplied by Applicant; (2) the subject of reasonable efforts by Applicant and Mobilitie Holdings to maintain their secrecy; and (3) derive independent economic value from not being generally known to, or readily accessible by proper means by Applicants and Mobilitie Holdings’ competitors. This information is valuable, and is used by Applicant and Mobilitie Holdings for internal planning and business purposes.

Attachment 7

Ability to Service and Maintain Equipment

Where Mobilitie Management provides its services using its own facilities, Applicant will employ the following types of equipment in the provision of its service: poles, fiber optic cable, antennas, and microwave relays. Where Applicant provides its services using the resold facilities of underlying carriers, Applicant will employ any and all equipment types used by the underlying carrier in the provision of its service as necessary.

Attachment 8

Customer Billing Procedures

Mobilitie Management does not require a deposit or guarantee of payment from customers. Applicant will bill customers directly on a monthly basis. The billing statement will contain details of usage and applicable fees, including state, local, and federal taxes, and applicable universal service charges. Applicant's billing format will closely resemble that of the ILECs' monthly bills.

Attachment 9

Customer Complaints

Customer complaints and inquiries will be handled entirely in-house by Mobilitie Management's customer service staff. Customers with complaints and/or inquiries may contact Applicant via telephone – (877) 999-7070, or email – solutions@mobilitie.com.

Attachment 10

Classes of Customers

Mobilitie Management will provide local niche services to a small number of customers, including: wireless carriers and other service providers, the hospitality industry, large-scale sports and entertainment venues, college campuses, self-driving vehicle providers, remote weather monitoring stations, rural communities, and healthcare facilities. Accordingly, Applicant does not intend to provide service to residential customers.

Attachment 11

Marketing Plan

Applicant intends to solicit customers for its telecommunications services from its existing customer base, and through business-to-business marketing (*e.g.*, professional trade shows).

Attachment 12

Provisioning Schedule

Mobilitie Management intends to offer services to all targeted customers in the State of Minnesota as soon as possible following the Commission's grant of authority, and execution of any and all agreements with underlying providers necessary to provide its services.

PUBLIC VERSION

Attachment 13

Copy of Certificate to do Business in Minnesota

Please see attached.

Attachment 14

911 Letters

Mobilitie Management does not seek authority as a local service provider, and will not be providing 911 service. Accordingly, this is not applicable to an application for local niche service authority.

Attachment 15

911 Plan

Mobilitie Management does not seek authority as a local service provider, and will not be providing 911 service. Accordingly, this is not applicable to an application for local niche service authority.

Attachment 16

Articles of Formation

Please see attached.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "MOBILITIE MANAGEMENT, LLC", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF DECEMBER, A.D. 2015, AT 7:40 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

5906000 8100
SR# 20151321711

Authentication: 10606892
Date: 12-14-15

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

**CERTIFICATE OF FORMATION
OF
MOBILITIE MANAGEMENT, LLC**

December 11, 2015

The undersigned, for the purpose of forming a limited liability company under the Delaware Limited Liability Company Act (6 *Del. C.* § 18-101, *et seq.*), hereby certifies as follows:

1. **Name.** The name of the limited liability company formed hereby is Mobilitie Management, LLC.
2. **Registered Office.** The address of the registered office of the limited liability company is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.
3. **Registered Agent.** The name and address of the registered agent for service of process of the limited liability company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808.
4. **Purpose.** To engage in any lawful act or activity for which limited liability companies may be organized under the Delaware Limited Liability Company Act (6 *Del. C.* § 18-101, *et seq.*).

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

/s/ Gary Jabara

GARY JABARA, Authorized Signatory

Attachment 17

Information for Key Staff

Mobilitie Management's experienced management team will oversee approximately 400 high-trained employees in providing local niche services in the State of Minnesota. Accordingly, Mobilitie Management has the requisite ability to provide local nice service authority in the state.

Applicant's management team is comprised of the following individuals:

- Gary Jabara – Chief Executive Officer
- Christos Karmis – President
- Chris Glass – Vice President of Network Strategy
- Dana Tardelli – Executive Vice President, Wireless Solutions

All individuals can be reached at the following address and telephone number:

Mobilitie Management, LLC
2220 University Drive
Newport Beach, CA 92660
(877) 999-7070

Please see attached for copies of resumes of the members of Applicant's management team.

PUBLIC VERSION

GARY B. JABARA

2220 University Drive, Newport Beach, CA 92660
Phone: 949.999.5769 • Email: gary@mobilitie.com

SUMMARY

Gary Jabara is CEO and founder of Mobilitie and a recognized leader in the wireless industry. Jabara built Mobilitie from an idea into the largest privately-held owner and lessor of wireless telecommunications infrastructure assets in the United States.

In 2012, Jabara was named [Ernst & Young National Entrepreneur of the Year](#). He was also recognized in 2013 as one of Orange County's 'Hot 25 Leaders.' In 2015, Jabara received the [Orange County Business Journal Excellence in Entrepreneurship](#) award, which places him among Orange County's most prominent executives, with a leading role in the region's technology and real estate industries.

Prior to establishing Mobilitie in 2004, Jabara was Partner-in-Charge of Wireless Real Estate and Infrastructure at Deloitte. Here, Jabara oversaw the negotiation of more than \$10 billion of telecommunication infrastructure assets on behalf of the major wireless carriers. He also led the firm's National Practice for Capital Projects Advisory Services, and advised Global Fortune 100 firms on the efficient deployment of their capital.

At Los Angeles Cellular Telephone Company, Jabara led activities around the firm's site acquisition, budgeting, engineering, and development.

Jabara is also the owner of [Villa Real Estate](#), the second largest real estate firm in Orange County. Villa Real Estate includes an all-star cast of Orange County's leading luxury residential real estate professionals, offering innovative digital products that enable new ways of connecting clients with tailored home buying options. Now in its third year of operation, Villa Real Estate has emerged as one of Orange County's premium real estate firms, handling some of the region's most sought after residential properties.

EXPERIENCE AND SELECTED ACHIEVEMENTS

Mobilitie, LLC. **CEO**

2005 – Present

Leading the strategic development and deployment of wireless infrastructure across multiple industries, including sports and entertainment, hospitality, real estate, higher education, healthcare, as well as government and transportation. Successful deployments at the largest and most prominent venues in the world led to Mobilitie becoming the largest private-held wireless infrastructure provider in the U.S.

Deloitte **Partner-in-Charge of Wireless Real Estate and Infrastructure**

1999 - 2005

Oversaw the negotiation of over \$10 billion of telecommunication infrastructure assets on behalf of the major wireless carriers. Also led the firm's National Practice for Capital Projects Advisory Services, and advised Global Fortune 100 firms on the efficient deployment of their capital.

EDUCATION

San Diego State University.

Dana John Tardelli

1275 Lanier Place
Atlanta, GA 30306
(404) 859-5811
dtardelli@yahoo.com

More than fifteen years' experience in strategy, finance, business development, marketing and operations in high-growth consumer technology markets. Track record of success in high-impact, high-profile organizations.

PROFESSIONAL EXPERIENCE

MOBILITIE, LLC

Executive Vice President, Mobilitie Services

May 2013 - Present

- Leads the expansion and densification of wireless networks through the design and deployment of Small Cells, Towers, Distributed Antenna Systems (DAS), and Wi-Fi networks
- Responsible for Mobilitie Services business unit that performs the design, site acquisition, deployment and management of small cells and monopoles across the United States
- Manages executive relationships and business development opportunities with wireless carriers
- Manages more than 900 employees and contractors
- Promotes company service offerings and value propositions at industry tradeshow/events, municipal roadshows, and other customer panels

AT&T MOBILITY / CINGULAR WIRELESS

Associate Vice President, Mobility Strategy

July 2011 – May 2013

- Responsible for the inorganic growth initiative that drives revenue expansion through acquisitions and strategic partnerships
- Works with business unit owners to refine product strategies and identify target funnel.
- Performs due diligence with Corporate Development
- Develops business case and operational integration playbook
- Designed the long-term wireless pricing roadmap to improve yields, mitigate the threat of substitutes, and balance carrier competition.
- Established foundation for launch of AT&T Mobile Share plans

Associate Vice President, Emerging Devices & Partnerships

Sept 2008 - July 2011

- Served as the lead strategist and financial officer for the Emerging Devices and Partnerships organization
- Responsible for all business planning & analysis for the group, including P&L management, long term planning, subscriber analysis, costing analysis and business case development
- Structured relationships between AT&T and partners by developing pricing models and risk mitigating deal parameters that ensure financial hurdles are satisfied and gain AT&T Mobility CFO approval
- Teamed with internal M&A organization to secure equity positions in key long-term strategic platforms and enablers to support AT&T operations

PUBLIC VERSION

Director, Chief of Staff Office

Feb 2008-Sept 2008

- Advisor and internal consultant to the CEO of AT&T Mobility and President of Sales & Marketing
- Prepared executives for Board of Directors meetings, operational management reviews
- Provided strategic and analytical leadership on special projects

Director, National Distribution Business Development & Sales Operations

Aug 2005 - Feb 2008

- Member of AT&T iPhone deal team
 - Active member of the negotiating team for more than seven years
 - Structured the economic relationship between the parties and provided all valuation and financial analysis to AT&T leadership
 - Supported ongoing operations in key projects such as capacity/ supply planning, iTunes wireless service activation, Visual Voicemail, and Apps Store
- Structured financial, operational, and legal relationship for traditional wireless distribution agreements with Best Buy, WalMart, Amazon, Costco, and Target
- Structured MVNO/ resale agreements in high growth and under-penetrated markets segments such as Hispanic, Youth, Elderly, and Religion

Senior Manager, Strategic Planning & Competitive Analysis

Aug 2003- Aug 2005

- Supported AT&T Wireless COO & CFO with operational and financial risk assessments
- Performed ongoing performance benchmarking analysis among industry competitors
- Owned long term planning, valuation models, and market share forecasts
- Prepared Board of Director presentations, financial analyst calls, and internal operational reviews

ABERDEEN GROUP; *Market analysis and strategy consulting company*

Practice Director; Telecommunications Services

June 2000- July 2003

- Led the firm's telecommunication with responsibility for research operations, headcount management, revenue planning, and practice budget for 20+ person team
- Practice focus included nascent cloud services such as hosting, data centers, application service providers
- Provided business-planning consulting services for clients seeking assistance in the formulation and validation of go-to-market strategies

3COM CORPORATION

Business Line Finance/Operations Manager

January 1996-June 2000

- Responsible for managing business unit operational performance: headcount plan, channel sales forecast, inventory planning, cost center budgets, and financial targets & reporting for business line
- Drove day-to-day business critical issues: build decisions, logistical bottlenecks, product return authorizations, expense signoff, and exception pricing decisions
- Conducted financial planning and accounting duties for manufacturing plant: costing & absorption, inventory management, warranty analysis, reserve balance maintenance, and balance sheet reviews
- Member of due diligence teams for the merger/ acquisition of six companies
- Performed operational and financial integration of acquired business into 3Com infrastructure

EDUCATION

Boston University Master of Business Administration

January 1996

Tufts University Bachelor of Arts

May 1994

CHRISTOS KARMIS

2220 University Drive, Newport Beach, CA 92660
Phone: 949.999.5766 • Email: christos@mobilitie.com

SUMMARY

Christos Karmis is President of Mobilitie and a recognized leader in the telecom industry.

Since joining Mobilitie, Christos led the development and implementation of our customized Lease-to-Suit™ telecom program with several of the largest national telecom carriers. He also currently oversees tower leasing and colocation activity on Mobilitie's telecom communication towers.

Before joining Mobilitie, Christos specialized in real estate advisory services and the telecom communications industry with Deloitte Consulting. While at Deloitte, he provided operational and network optimization strategies to several of the Big Six Telecom Carriers.

In addition, Christos is experienced with process improvement, technology optimization, and establishing Sarbanes-Oxley-compliant financial controls for network lease administration. He has also led due diligence projects for the sale of significant telecom communication assets.

Prior to joining Deloitte, Christos was an engineer for Harris Corporation specializing in digital mapping.

EXPERIENCE AND SELECTED ACHIEVEMENTS

Mobilitie, LLC. **President**

September 2005 – Present

Leads the development and implementation of our customized Lease-to-Suit™ telecom program with several of the largest national telecom carriers

Oversees tower leasing and colocation activity on Mobilitie's telecom communication towers

Deloitte Consulting **Telecommunications Consultant**

August 2001 – August 2005

Specialized in real estate advisory services and the telecom communications industry

Provided operational and network optimization strategies to several of the Big Six Telecom Carriers

Worked on process improvement, technology optimization, and establishing Sarbanes-Oxley-compliant financial controls for network lease administration

Led due diligence projects for the sale of significant telecom communication assets

Harris Corporation **Engineering Manager**

May 1997 – August 1999

Specialized in digital mapping

EDUCATION

MBA, University of Florida - Warrington College of Business Administration, 1999 – 2001
BS, Mechanical Engineering, Clemson University, 1992 – 1997

CHRISTOPHER T. GLASS

24742 Sunset Lane • Lake Forest, CA 92630 • (714) 920-0419 • (949) 829-0437

- Experience:**
- MOBILITIE** Newport Beach, CA
11/15-Present
Senior Vice President, General Counsel
- Oversees all legal matters for the company, including pending litigation and corporate matters
 - Responsible for the oversight of legal documents and agreements
 - Manages team of in-house attorneys and outside counsel
 - Advises business team on various legal issues
- Vice President, Network Strategy** 02/11-11/15
- Responsible for the review, drafting and negotiation all of venue, carrier and vendor agreements related to Mobilitie's in-building wireless division
 - Negotiated complex lease agreements with large public venues and professional sports teams
 - Finalized several key Master License Agreements with wireless carriers enabling Mobilitie to accelerate deployment of its Distributed Antenna System networks and increase revenue
- CLEARWIRE** Newport Beach, CA
02/09-02/11
Network Deployment Project Manager
- Project Manager for three Clearwire Site Acquisition vendors
 - Managed forecasting and drove production of extremely aggressive site development milestone goals
 - Responsible for managing site acquisition and permitting of over 500 sites in 2009-2010 for OC, IE, LA markets
 - Ran weekly vendor deployment meetings
 - Responsible for all aspects of vendor and project management from candidate identification through construction start
 - Organized and presented meetings with difficult jurisdictions (Irvine, Newport Beach) to move zoning applications forward
 - Developed/maintained relationships with MLA partners and tower companies
- SPRINT NEXTEL** Irvine, CA
01/06 -02/09
Strategic Sites Manager, West Region
- Successfully organized new Strategic Sites team, including forming new roles and responsibilities for employee team members and hiring additional contractor resources to support each local market
 - Responsible for securing corporate fiscal approval and implementation of multi-million dollar Distributed Antenna Systems throughout the West Region
 - Managed deployment of hundreds of outdoor DAS nodes throughout southern CA and Las Vegas. Managed construction of several large in-building DAS systems, including shopping malls, casinos and sporting venues
 - Managed all West Region litigation, including a case heard by the California Supreme Ct (*Sprint v. County of San Diego*)
 - Responsible for negotiating all regional Master Lease Agreements (MLA's) and successfully completed MLA's and/or lease renewals for City of San Diego, City of Chula Vista and City of Beverly Hills
 - Prepared and delivered a presentation on DAS Strategy to our organization's Senior Vice President and other company VP's
 - Recipient of *MVP Award* for outstanding performance in the first quarter of 2006

- Experience (Cont.)** **Site Acquisition Manager, LA Metro/LA North** 12/05-1/06
- Responsible for driving production of leasing and zoning for LA Metro / LA North market
 - Consistently met and exceeded market goals and forecasts for leases and zoning approvals while maintaining low lease-rate average
 - Managed turn-key/hybrid vendor contracts and supervised team of nine independent contractors
 - Provided forecasts and status updates for approx. 400 active search rings
 - Point person for difficult landlord/lease issues, cell site environmental compliance
 - Efficiently managed four weekly deployment meetings
 - Recipient of *Spotlight Award* – 1st Quarter 2005
- NEXTEL COMMUNICATIONS (SAITO DESIGN GROUP)** Irvine, CA
Independent Leasing (Site Acquisition) /Land Use Contractor 04/04-12/05
- SPRINT – PCS DIVISION** Irvine, CA
Senior Property Specialist, Orange County/ IE/ Hawaii 07/03-04/04
- Supervised team of Property Specialists in the southern California and Hawaii markets
 - Worked closely with Site Development Manager to ensure team achieved site leasing and land-use approval goals and delivered accurate milestone forecasts
 - Maintained constant communication with Site Acq vendors, Property Specialists and Construction Managers to meet project timetables and aggressively push sites through the leasing and permitting process
 - Conducted staff meetings, ran deployment calls and assumed other manager functions
- NEXTEL COMMUNICATIONS** Irvine, CA
Project Manager 6/99-05/03
- Responsible for acquisition and permitting of new sites, site modifications and special projects
 - Specialized in complex projects / difficult lease negotiations, with excellent production record
 - Successfully negotiated over 100 lease agreements with commercial and public property owners, including Disney, Universal Studios, City of Anaheim, County of L.A., Metropolitan Water District
 - Performed legal review, redlined leases and drafted contract language for Nextel agreements
 - Represented Nextel in dozens of public hearings before Planning Commissions & public agencies
 - Recipient of “Outstanding Achievement Recognition” for Q4 ’97, Q3 ’99, Q1 ’01, Q3 ’01
- YOUNG & ASSOCIATES** Irvine, CA
Consultant/Project Manager 2/97-6/99
- Site acquisition consultant for Nextel Communications
 - Consistently exceeded market development goals and objectives
- Education:** **VERMONT LAW SCHOOL** South Royalton, VT
Juris Doctorate - cum laude 1993-96
- Associate Articles Editor *Vermont Law Review*
 - Class Rank - Top 15% (21/148) • National Dean’s list two semesters
 - *American Jurisprudence Award* in Evidence
 - *Academic Excellence Award* in Moot Court and Int’l Business Transactions
 - Accepted into Hastings College of the Law/Vermont Law School Exchange Program
- UNIVERSITY OF CALIFORNIA, IRVINE** Irvine, CA
Bachelor of Arts in Social Ecology - cum laude 1990-93
- *Exceptional Achievement Award* in Field Study
 - Accepted into UCI Campuswide Honors Program

Attachment 18

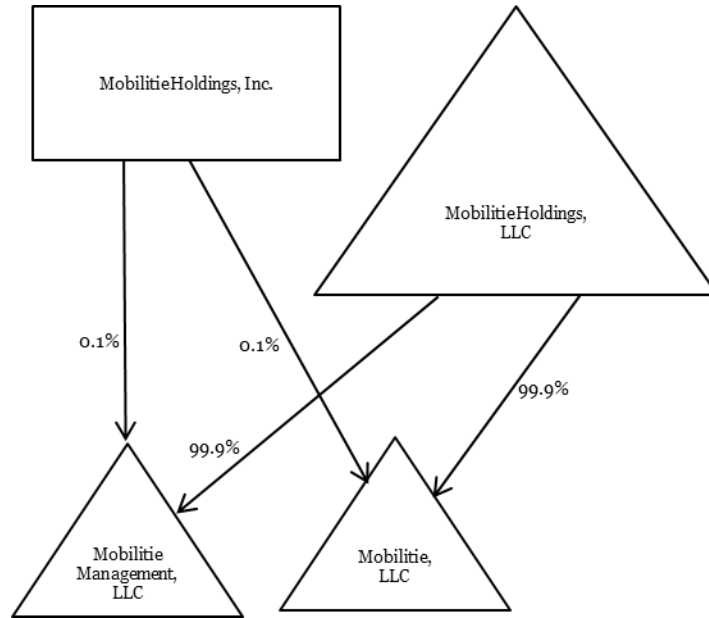
List of Major Stockholders

Applicant, is a subsidiary of Mobilitie Holdings, LLC (99.9%), and Mobilitie Holdings, Inc. (0.1%). Both of Applicant's parent companies are organized or incorporated in Delaware (as applicable), and have a principal place of business at 2220 University Drive, Newport Beach, California 92660.

Attachment 19

Affiliates, Subsidiaries, and Parents

Below is an organizational chart depicting Mobilitie Management's parents and affiliate.



Applicant's affiliate, Mobilitie, LLC, is authorized to provide local niche services in Minnesota (See Docket No. P6636//NA-07-470).

Attachment 20

Other Jurisdictions

- a) **List all other jurisdictions where you provide telephone service. Include the name of each jurisdiction and the date you received authority.**

Mobilitie Management is currently in the process of applying for authority or registering to provide telecommunications services in all fifty states, the District of Columbia, Puerto Rico, and the U.S. Virgin Islands.

As of the date of this Application, Mobilitie Management has been authorized or registered to provide telecommunications services in the following jurisdictions:

<u>Jurisdiction</u>	<u>Date of Grant of Authority/ Registration</u>
Alabama	July 12, 2016
Connecticut	June 15, 2016
District of Columbia	May 12, 2016
Florida	July 13, 2016
Iowa	June 29, 2016
Kentucky	April 11, 2016
Louisiana	June 28, 2016
Maine	May 3, 2016
Massachusetts	May 11, 2016
Missouri	April 29, 2016
Montana	April 5, 2016
Nebraska	June 17, 2016
New Jersey	June 29, 2016
New York	July 1, 2016
Nevada	July 13, 2016
North Dakota	April 5, 2016

PUBLIC VERSION

Oregon	May 26, 2016
Rhode Island	May 3, 2016
Texas	May 19, 2016
Utah	May 27, 2016
Washington	May 7, 2016
Wisconsin	May 11, 2016
Wyoming	June 30, 2016

b) List all pending or completed criminal, civil, or administrative action taken against you by a state or federal authority, including any settlements, in connection with your provision of telephone services or telecommunications services.

There are no pending or completed criminal, civil, or administrative actions, including any settlements, taken against Mobilitie Management in any jurisdiction, in connection with Applicant's provision of telecommunications services.

PUBLIC VERSION

Attachment 21

Minnesota Rules Part 7812.0600

Mobilitie Management does not seek authority as a local service provider, and will not be providing the services set forth in Minn. Rules Part 7812.0060. Accordingly, this is not applicable to an application for local niche service authority.

Attachment 22

Telephone Assistance Plan

Mobilitie Management does not seek authority as a local service provider, and will not be collecting surcharges for the Telephone Assistance Plan under Minn. Stat. § 237.70. Accordingly, this is not applicable to an application for local niche service authority.

Attachment 23

Notice of Service

The Application is being served upon the Minnesota Department of Commerce, the Minnesota Office of Attorney General – Residential Utilities Division, and the Minnesota Department of Public Safety.

To the extent necessary, Mobilitie Management requests a variance of the requirement to serve this Application upon all persons certified to provide service within the requested service area, and on the city clerk of all municipalities within the requested service area. In support of this request, Applicant states:

- Compliance with this requirement would be an excessive burden since Applicant seeks local niche authority on a statewide basis;
- Granting the variance would not adversely affect the public interest; and
- Granting the variance would not conflict with standards imposed by law.

PUBLIC VERSION

Affidavit of Service

Commonwealth of Virginia)
)
County of Fairfax) ss

Keenan P. Adamchak, being first duly sworn, deposes and says that on the 22nd day of July, 2016, a copy of the public and non-public Application for Authority to Provide Local Niche Service in the State of Minnesota for Mobilitie Management, LLC were served by email and/or United States First Class Mail, postage prepaid, to the following:

SERVED BY EMAIL/ELECTRONIC FILING


Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 East Seventh Place, Suite 350
Saint Paul, MN 55101-2147

Sharon Ferguson
Docket Coordinator
Minnesota Department of Commerce
85 Seventh Place East, Suite 500
Saint Paul, MN 55101-2198

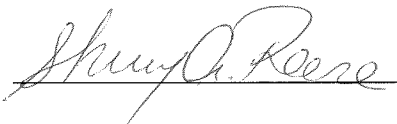
SERVED BY UNITED STATES FIRST CLASS MAIL

Residential Utilities Division Attorney General's Office 1400 Bremer Tower 445 Minnesota Street Saint Paul, MN 55101	Minnesota Department of Public Safety Central Office, Town Square Building 445 Minnesota Street Saint Paul, MN 55101
--	---

Sherry A. Reese
Notary Public - Reg. #344162
Commonwealth of Virginia
My Commission Expires August 31, 2016


Keenan P. Adamchak

Subscribed and sworn to before me this 22nd day of July, 2016.



My Commission expires: 8/31/16

Attachment 24

Verification


PUBLIC VERSION

Verification

I, the undersigned, CHRIS GLASS, do hereby certify as follows:

1. I serve as the SVP, General Counsel of Mobilitie Management, LLC.
2. This Verification is submitted in support of Mobilitie Management, LLC's Application for Authority to Provide Local Niche Service in the State of Minnesota.
3. I have reviewed the Application, and the facts stated therein are true and correct to the best of my knowledge, information, and belief.

Dated this 15th day of July, 2016.


Name: CHRIS GLASS
Title: SVP, GENERAL COUNSEL
Mobilitie Management, LLC

Attachment 25

Denial of Request for Authority

On April 29, 2016, Mobilitie Management filed an application with the Regulatory Commission of Alaska (“RCA”) for a certificate to provide local exchange service (“Application”). Concurrently therewith, Applicant filed a petition for confidential treatment (“Petition for Confidential Treatment”) of its financial information disclosed with its Application. On June 1, 2016, the RCA denied Mobilitie Management’s Petition for Confidential Treatment for failing to identify specific competitive or financial harm that could occur as the result of the public disclosure of the financial information.

On June 7, 2016, Mobilitie Management filed a petition for reconsideration of the RCA’s order denying confidential treatment of its financial information. In the alternative, Applicant also requested permission to withdraw its financial statements in order to provide Alaska-specific financial information that would be subject to public disclosure should the RCA deny its petition for reconsideration.

On July 6, 2016, the RCA denied Mobilitie Management’s petition for reconsideration on the grounds that the Applicant merely provided “bald assertions” of the competitive and financial harm it would suffer as a result of the disclosure of its financial information. However, the RCA granted Applicant’s request to withdraw its financial information in order for it to file Alaska-specific financial information in support of its Application. Nevertheless, the RCA rejected Mobilitie Management’s Application on the grounds that “[Alaska] regulations state that an application is rejected without prejudice to refiling if a petition for confidential treatment accompanying that application is denied and we grant the applicant’s petition to withdraw the record.”

Mobilitie Management is currently in the process of refiling its application for a certificate to provide local exchange service supported by Alaska-specific financial information subject to public disclosure.

Mobilitie Management has not been denied a request for authority in any other jurisdiction.