

**iCommLaw®**  
1547 Palos Verdes #298  
Walnut Creek, CA 94597-2228  
Phone: 415.699.7885  
anita@icommlaw.com

June 27, 2022

**VIA E-FILING**

Amanda Maxwell, Executive Director & Secretary  
Washington Utilities and Transportation Commission  
1300 South Evergreen Park Drive, S.W.  
Olympia, WA 98504

Re: Ubiquity Washington, LLC Registration and Competitive Classification of  
Telecommunications Companies

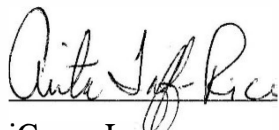
Dear Ms. Maxwell,

On behalf of Ubiquity Washington, LLC (“Applicant”), attached for filing is the above- referenced Registration. Please note that the financial and personal information of Applicant, attached as **Attachment B and portions of Attachment C**, is confidential. Therefore, confidential and public (redacted) versions of this filing are being submitted. **Attachment B and Attachment C** contains valuable commercial, financial, and personal information that is protected by RCW 80.04.095 and WAC 480-07-160. Applicant, therefore, requests that the Commission treat **Attachment B and Attachment C** as confidential and not release it to the public.

Please don’t hesitate to contact me if there are any questions about this matter.

[signature block on next page]

Sincerely,

A handwritten signature in cursive script that reads "Anita J. Rice". The signature is written in black ink and is positioned above a horizontal line.

iCommLaw

1547 Palos Verdes, #298  
Walnut Creek, CA 94597

Phone: (415) 699-7885

Fax: (925) 274-0988

Email: [anita@icommlaw.com](mailto:anita@icommlaw.com)

Counsel for Ubiquity Washington, LLC



**REDACTED VERSION**  
**REGISTRATION AND**  
**COMPETITIVE CLASSIFICATION**  
**OF TELECOMMUNICATIONS**  
**COMPANIES**

621 Woodland Square Loop SE  
Lacey, WA 98503  
PO Box 47250  
Olympia, WA 98504-7250

Telephone 360-664-1160 / Fax 360-586-1150  
TTY 360-586-8203 or 1-800-416-5289  
Website: [www.utc.wa.gov](http://www.utc.wa.gov)

*The UTC has a policy of providing equal access to its services. To request this document in alternate formats, please call 360-664-1133.*

Registering as a Telecommunications Company in Washington is as easy as 1-2-3:

1. Complete this application form
2. Submit this form via the [Records Center Web portal](#).
3. UTC will issue a registration certificate generally within 30 days

**Include the following:**

- Current Balance Sheet                       Latest Annual Report, if any

**Competitive Classification**

- Applicant is subject to effective competition and requests waiver of regulatory requirements outlined in [480-121-063\(1\)](#).  
Yes

**Telecommunications Company Information**

Company Name: Ubiquity Washington, LLC                      d/b/a: [REDACTED]  
Company Mailing Address: 121 W. Trade Street, Suite 1275  
City/State/Zip: Charlotte, NC 28202  
Web Site Address: N/A

Unified Business Identification Number (UBI): **604 890 754**  
*(If you do not know your UBI number or need to request one contact the Business Licensing Services at 360-664-1400 or 1-800-451-7985)*

Questions regarding this application should be directed to:

Name: Anita Taff-Rice  
Phone Number: 415-699-7885                      Fax Number: [REDACTED]                      E-mail: [anita@icommlaw.com](mailto:anita@icommlaw.com)  
Mailing Address: 1547 Palos Verdes, #298  
City/State/Zip: Walnut Creek, CA 94597

**Registered Agent** (A Washington Agent is required if the company is located outside Washington State):

Name: C T CORPORATION SYSTEM  
Mailing Address: PO Box 40234  
City/State/Zip: OLYMPIA WA 98504-0234  
Phone Number: 360-725-0377

**Name, address and title of each officer or director (attach additional pages if needed)**

Continued on next page.

<u>Name</u>	<u>Address</u>	<u>Title</u>
Jamie Earp	121 W. Trade Street, Suite 1275, Charlotte, NC 28202	Managing Director
Ajay Ghanekar	4200 West 115 <sup>th</sup> Street, Suite 320, Leawood, KS 66211	Managing Director

**Regulatory Contact:**

Name: Anita Taff-Rice  
Mailing Address: 1547 Palos Verdes, #298 Walnut Creek, CA 94597  
Phone Number: 415-699-7885  
E-mail: anita@icommlaw.com

Fax Number: [REDACTED]

**Consumer Questions and/or Complaint Contact:**

Name: Jamie Earp  
Title: Managing Director  
Phone Number: 919-368-6446  
E-mail: jamie@ubiquitygp.com

Fax Number: [REDACTED]

**Emergency Contact:**

Name: Ajay Ghanekar  
Title: Managing Director  
Phone Number: 281-638-7398  
E-mail: ajay@ubiquitygp.com

Fax Number: [REDACTED]

**Telecommunication services provided (check all that apply) :**

- Local Exchange Service (including resale)
- Long Distance Service
- Operator Services
- Other, please specify in box below:*
- Data Services
- Prepaid Calling Cards
- VoIP
- Wireless

**Name, address and title of each officer or director: (continued)**

Managing Director,  
Chief Revenue Officer  
Gregory Dial  
121 w. Trade St.,  
Suite 1275  
Charlotte, NC 28205

Managing Director,  
Network Implementations  
Patrick O'Leary  
4200 West 115th St.  
Suite 320  
Leawood, KS 66211

Managing Director,  
Finance & Accounting  
Bryan Quisenberry  
121 W. Trade St.  
Suite 1275  
Charlotte, NC 28205

Vice President,  
Business Development & Network Planning  
Ken Carter  
121 W. Trade St.  
Suite 1275  
Charlotte, NC 28205

Managing Director,  
Network Engineering  
Emir Fazlic  
4200 West 115th St.  
Suite 320  
Leawood, KS 66211

Vice President,  
External Affairs  
Rafael Nunez  
4200 West 115th St.  
Suite 320  
Leawood, KS 66211

VERIFICATION

IN ACCORDANCE WITH WASHINGTON STATE REQUIREMENTS

STATE OF North Carolina )  
 )  
COUNTY OF Mecklenburg )

I, Jamie Earp, do hereby state that as Managing Director of Ubiquity Washington, LLC, and as Applicant for a Certificate of Authority from the Washington Utilities and Transportation Commission and have authority to bind Ubiquity Washington LLC hereby affirm that:

1. This application and its Exhibits to provide resold Interexchange and Local Exchange Telecommunications Services throughout the state of Washington represents fully the Ubiquity Washington LLC operations, offerings in a full, true and complete fashion.

2. Jamie Earp confirms that information contained in the application is true and correct; and,

3. Jamie Earp is familiar with, and; will comply with all Federal and State laws, and Ubiquity Washington, LLC will comply with all Rules and Orders of the Washington State Public Service Commission.



Jamie Earp  
Print Name

[Signature]  
Sign Name

Subscribed and affirmed before me  
This 20 day of April, 2022

By Hannah Earp  
Notary Public  
Hannah Earp

4/20/2022  
Date



My commission expires: March 8, 2025

**EXHIBIT A**  
**ARTICLES OF INCORPORATION**  
**STATE OF WASHINGTON REGISTRATION**

**LIMITED LIABILITY COMPANY  
AGREEMENT  
OF  
UBIQUITY WASHINGTON, LLC**

This Limited Liability Company Agreement (this “Agreement”) of UBIQUITY WASHINGTON, LLC (the “Company”) is made, entered into and effective as of March 14, 2022 by the party whose name and address is set forth on Schedule A to this Agreement, as the sole member (and any successor or assign, the “Member”).

WITNESSETH:

WHEREAS, the Member desires to form a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.), as amended (the “Act”).

NOW, THEREFORE, the Member hereby forms a limited liability company for the purposes and on the terms set forth in this Agreement.

**ARTICLE I  
ORGANIZATION**

Section 1.01 Formation of the Company. An authorized representative of the Member has executed and caused to be filed with the Secretary of State of the State of Delaware (the “State Office”) the Certificate of Formation (the “Certificate”) of the Company on March 14, 2022 in order to form a limited liability company pursuant to the Act.

Section 1.02 Office of the Company. The Company shall have its principal office at 560 Davis Street, Suite 250, San Francisco, California 94111, and may establish such other offices or places of business for the Company as the Member may deem appropriate.

Section 1.03 Registered Office and Registered Agent. The Company shall have its registered office in the State of Delaware at 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

Section 1.04 Purpose of the Company. The purpose of the Company shall be to engage in any lawful business the Company may undertake. In furtherance of its purposes, but subject to the provisions of this Agreement, the Company shall have all powers necessary and appropriate for the accomplishment of such purposes that are conferred to limited liability companies under the Act.

Section 1.05 Term of the Company. The existence of the Company shall commence as of the date that the Certificate is filed with the State Office and shall continue until dissolution thereof in accordance with the provisions of the Act and this Agreement.

Section 1.06 Name of the Company. The name of the Company formed hereby shall be UBIQUITY WASHINGTON, LLC or such other name as the Member may from time to time



hereafter determine. The execution and filing with the State Office of a certificate of amendment to the Certificate by the Member or any person authorized by the Member (or any officer) shall be conclusive evidence of any such determination. The business of the Company may be conducted upon compliance with all applicable laws, under any other name designated by the Member; provided that such name contains the words “Limited Liability Company” or the abbreviation “L.L.C.” or the designation “LLC”.

ARTICLE II  
MANAGEMENT OF COMPANY

Section 2.01 Management. The full and exclusive right, power and authority to manage the Company is retained by, and reserved to, the Member. Nothing in this Agreement shall be deemed to designate or appoint, or authorize the designation or appointment of any “managers” as such term is defined in the Act. The business and affairs of the Company shall be conducted, and its capital, assets and funds shall be managed, dealt with and disposed of, and all decisions to be made by the Member shall be made solely by the Member.

Section 2.02 Officers.

(a) The Member may delegate its authority to act on behalf of the Company and to manage the business affairs of the Company to one or more officers of the Company appointed by the Member. The Member may from time to time create offices of the Company, designate the powers that may be exercised by such office, and appoint, authorize and empower any person as an officer of the Company (“Officer”) to direct such office. To the extent delegated by the Member, the Officers shall have the authority to act on behalf of, bind and execute and deliver documents in the name of and on behalf of the Company. No such delegation shall cause the Member to cease to be a member. Except as otherwise expressly provided in this Agreement or required by any nonwaivable provision of the Act or other applicable law, no person other than the Member and such Officers designated by the Member shall have any right, power, or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company. Until such time as the Member may decide otherwise, Jamie Earp shall be the Chief Executive Officer of the Company.

(b) Each Officer’s term of office shall automatically terminate upon the earlier of (i) the date upon which his or her successor shall be duly designated and qualified, (ii) his or her death, disability or resignation or removal in the manner hereinafter provided or (iii) the date upon which such Officer ceases, for any reason, to be employed by the Member or any of its affiliates.

(c) Any Officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Member. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

(d) Any Officer may be removed as such and any authority may be revoked, either with or without cause, by the Member at any time. Any vacancy occurring in any office of the Company may be filled by the Member.

Section 2.03 Certain Transactions. The fact that the Member or any of its affiliates is directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or from which or to whom the Company may buy or sell any property, shall not prohibit the Company from employing or dealing with such person, firm or corporation on such terms as the Member or any Officer shall determine.

Section 2.04 Tax Election. The Member may make an election to have the Company treated as an association taxable as a corporation for federal income tax purposes, disregarded from its sole owner for purposes of U.S. federal income tax or in any other manner permitted by applicable law at its sole discretion.

Section 2.05 Certain Tax Filings. Any person as the Member shall designate from time to time, acting alone shall have the authority to file tax forms SS-4, W-8 BEN, W-8 IMY, W-9, 8832 and 2553, and such other similar tax forms as are customary to file with any U.S., state, local or foreign governmental authorities in connection with the formation, activities and/or elections of a limited liability company and such other tax forms as may be approved from time to time by the Member. Any such filing made by any person so designated prior to the date of this Agreement is hereby ratified and approved.

ARTICLE III  
CAPITAL CONTRIBUTION; RESIGNATION; DISTRIBUTIONS

Section 3.01 Capital Contribution; Membership Interests. The Member may make contributions of capital to the Company, in cash or property, in such amounts and at such times as it deems necessary or appropriate, but shall have no obligation to do so.

Section 3.02 Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provisions to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or other applicable law. Distributions may be made in cash or in-kind. The Member may reserve amounts for anticipated expenses or contingent liabilities of the Company.

ARTICLE IV  
ALLOCATIONS

Section 4.01 Calculation of Profits and Losses. The profits and losses of the Company shall be determined for each fiscal year in accordance with U.S. generally accepted accounting principles.

Section 4.02 Allocation of Profits and Losses. Each item of income, gain, loss, deduction and credit of the Company shall be allocated 100% to the Member.

ARTICLE V  
DISSOLUTION AND TERMINATION OF THE COMPANY

Section 5.01 Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the first occurrence of either of the following:

- (i) approval of the dissolution by the Member; or
- (ii) at any time there is no member, unless the Company is continued in accordance with Section 18-801(a)(4) of the Act.

Section 5.02 Winding Up. Upon dissolution of the Company, the Member shall proceed to wind up the affairs of the Company and distribute its assets.

Section 5.03 Liquidation and Termination. Upon dissolution of the Company, the Member shall pay the liabilities of the Company and make distributions in the following manner and order:

- (i) to creditors, including the Member, if it is a creditor to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or by establishment of reserves); and
- (ii) to the Member.

At such time as the distributions provided for in (i) and (ii) above have been made, the Member shall cause a certificate of cancellation to be filed cancelling the certificate and the Company shall terminate.

Section 5.04 Accounting on Liquidation. Upon liquidation, a proper accounting shall be made by the Company's accountants of the Company's assets, liabilities and results of operations through the last day of the month in which the Company is terminated.

## ARTICLE VI BOOKS AND RECORDS

Section 6.01 Fiscal Year and Method of Accounting. The Company shall select the appropriate method of accounting and the beginning and end of its fiscal year (except for the first fiscal year of the Company, which shall begin on the date of this Agreement).

Section 6.02 Records. The books and records of the Company shall be maintained at the principal office and place of business of the Company.

Section 6.03 Financial Statements and Reports. The Member shall oversee the accounting, tax and record keeping matters of the Company.

## ARTICLE VII LIABILITY AND INDEMNIFICATION

Section 7.01 Liability.

(a) Notwithstanding any other provision to the contrary contained in this Agreement, no Member or Officer of the Company or any of their affiliates, or any employee, director, officer, agent, shareholder, limited partner, member or general partner of the foregoing, shall be liable, responsible or accountable in damages or otherwise to the Company or any other

member for any loss, damage, cost, liability or expense incurred by reason of or caused by any act or omission performed or omitted by such person in such capacity, whether alleged to be based upon or arising from errors in judgment, negligence, gross negligence or breach of the duty of care, except with respect to any actions or omissions of such person that constitute criminal activity, willful misconduct, fraud or a knowing violation or breach of this Agreement. Without limiting the foregoing, no Member or Officer shall in any event be liable for (i) the failure to take any action not specifically required to be taken by him or her under the terms of this Agreement, (ii) any action or omission taken or suffered by any other person or (iii) any mistake, misconduct, negligence, dishonesty or bad faith on the part of any employee or agent of the Company appointed by such person in good faith. Notwithstanding any provision of this Agreement to the contrary, to the extent that, at law or in equity, a Member or Officer has any duties (fiduciary or otherwise) and liabilities relating thereto to the Company, (A) such Member or Officer shall not be liable to the Company for actions taken in reliance upon the provisions of this Agreement and (B) the duties (fiduciary or otherwise) of such Member or Officer are intended to be modified and limited to those expressly set forth in this Agreement, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against such Member or Officer. The provisions of this Agreement, to the extent that they restrict or limit the duties and liabilities of a Member or Officer otherwise existing at law or in equity, replace such other duties and liabilities of such Member or Officer to the maximum extent permitted by applicable law.

(b) A Member or Officer may consult with legal counsel selected by such person, and any act or omission suffered or taken by such person on behalf of the Company or in furtherance of the interests of the Company in good faith reliance upon, and in accordance with, the prior written advice of such counsel shall be full justification for any such act or omission, and such person shall be fully protected in so acting or omitting to act; *provided, however*, that if it is ultimately determined that such action was a breach of this Agreement or results in the improper receipt, directly or indirectly, of personal benefit to such Member or Officer, such person shall be accountable to the Company for such action or omission notwithstanding such prior legal advice.

Section 7.02 Indemnification.

(a) To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless the Member and each Officer of the Company, each of their affiliates and each employee, director, officer, agent, shareholder, limited partner, member and general partner of the foregoing (each, an “Indemnified Person”) from and against any loss, liability, damages, cost or expense (including legal fees and expenses and any amounts paid in settlement) (each a “Loss” and collectively “Losses”) resulting from a claim, demand, lawsuit, action or proceeding by reason of any act or omission performed or omitted by such Indemnified Person on behalf of the Company in a manner reasonably believed to be within the scope of the authority conferred on such Indemnified Person by this Agreement. The right to indemnification conferred in this Section 7.02 shall include the right to be paid by the Company the expenses incurred in defending or otherwise participating in any proceeding in advance of its final disposition. Without limiting the generality or effect of the foregoing, the Company may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Section 7.02.

(b) The Company hereby acknowledges that Indemnified Persons have certain rights to indemnification, advancement of expenses and/or insurance provided by the Member and certain of its affiliates (other than the Company) (collectively, the “Ubiquity Indemnitors”). Notwithstanding anything in this Agreement to the contrary, an Indemnified Person will not be denied indemnification or advancement of expenses solely on the basis that such Indemnified Person may be entitled to indemnification and/or advancement of expenses from any Ubiquity Indemnitor; *provided*, that nothing in this Section 7.02(b) shall limit the Company’s right to seek contribution and subrogation from any Ubiquity Indemnitor.

Section 7.03 Waiver; Exculpation. Except as otherwise expressly provided in this Agreement or required by nonwaivable provision of the Act or other applicable law, the Member and the Officers (and their respective members, partners, affiliates, managers, officers, employees, agents or representatives) shall not owe any duties (including fiduciary duties) to the Company or any other party, and any such duties are hereby waived. Without limitation of the foregoing, no Officer shall be liable, responsible or accountable in damages or otherwise to the Company, the Member or any other person for any act or omission performed or omitted in good faith on behalf of the Company. The Member hereby acknowledges and agrees that the provisions of this Agreement, including the provisions of this Section 7.03, to the extent they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto otherwise existing at law or in equity, replace completely and absolutely such other duties (including fiduciary duties) and liabilities relating thereto, and further acknowledge and agree that the provisions of this Section 7.03 are fundamental to the Member entering into this Agreement, and without such provisions the Member would not have entered into this Agreement.

## ARTICLE VIII GENERAL PROVISIONS

Section 8.01 Assignment of Membership Interest. The Member may, with the consent of the Company, sell, assign, pledge or otherwise transfer or encumber (collectively “Transfer”) all or any part of its Membership Interest in the Company at such time, in such amount and pursuant to such terms, in whole or in part, as the Member shall determine in its sole discretion.

Section 8.02 Amendments to this Agreement. The terms and provisions of this Agreement may be modified or amended at any time and from time to time by the written consent of the Member.

Section 8.03 Entire Agreement; No Amendment or Waiver. This Agreement supersedes all prior agreements with respect to the subject matter hereof. This instrument contains the entire agreement with respect to such subject matter. This instrument may not be amended, supplemented or discharged, and no provision hereof may be modified or waived, except expressly by an instrument in writing signed by the Member. No waiver of any provision hereof shall be deemed a waiver of any other provision nor shall any such waiver by any party be deemed a continuing waiver of any matter. No amendment, modification, supplement, discharge or waiver hereof or hereunder shall require the consent of any person not a party to this Agreement.

Section 8.04 Notices. Unless otherwise specified herein, all notices, consents, approvals, reports, designations, requests, waivers, elections and other communications (collectively,

“Notices”) authorized or required to be given pursuant to this Agreement shall be given in writing, shall be either personally delivered to the Member to whom it is given or delivered by an established delivery service by which receipts are given or mailed by first-class mail, postage prepaid, or sent by facsimile or electronic mail, addressed to the Member at the following addresses (or at such other address for the Member as shall be specified by like notice):

if to the Member, to:

**GENERATE-UBIQUITY HOLDINGS, LLC**

c/o Generate-Ubiquity Management, LLC  
121 W. Trade Street, Suite 1275  
Charlotte, NC 28202  
Email: info@ubiquitygp.com

All notices, other communications or documents shall be deemed to have been duly given: (i) at the time delivered by hand, if personally delivered; (ii) when receipt is acknowledged in writing by addressee, if by electronic mail; (iii) five (5) business days after having been deposited in the mail, postage prepaid, if mailed by first-class mail; and (iv) on the first business day with respect to which a reputable air courier guarantees delivery; provided, however, that notices of a change of address shall be effective only upon receipt.

Section 8.05 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO ANY CHOICE OF LAW OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

Section 8.06 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and the intent of this Agreement shall be enforced to the greatest extent permitted by law.

Section 8.07 Future Actions. The Company and the Member shall execute and deliver all such future instruments and take such other and further action as may be reasonably necessary or appropriate to carry out the provisions of this Agreement.

Section 8.08 Limitation on Rights of Others. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company. Furthermore, the Member shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement. Nothing in this Agreement shall be deemed to create any legal or equitable right, remedy or claim in any person not a party hereto (other than an Indemnified Person).

Section 8.09 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Member and its successors and permitted assigns.

IN WITNESS WHEREOF, the undersigned Member has executed this Limited Liability Company Agreement as of the date first above written.

**GENERATE-UBIQUITY HOLDINGS, LLC**

By: Generate-Ubiquity Management, LLC  
Its: Managing Member

By:   
Name: Jamie Earp  
Title: Managing Partner

**SCHEDULE A**

**NAME AND ADDRESS OF MEMBER**

<b>Name</b>	<b>Address</b>
Generate-Ubiquity Holdings, LLC	560 Davis Street, Suite 250 San Francisco, California 94111

*Schedule A to  
Limited Liability Company Agreement of  
UBIQUITY WASHINGTON, LLC*





Physical/Overnight address: 801 Capitol Way S Olympia, WA 98501-1226

Mailing Address: PO Box 40234 Olympia, WA 98504-0234

**Profit Business Types Filing Fee \$180**

**To Expedite Filing, Add \$50**

This Box For Office Use Only

## PROFIT FOREIGN REGISTRATION STATEMENT

### RCW 23.95

**All fields REQUIRED unless otherwise specified**

**(1) REQUALIFICATION:**

Has this business previously registered with the Office of the Secretary of State? (Check one)    Yes  No

If Yes, provide the UBI No. and Expiration date: UBI No.: \_\_\_\_\_ Expiration: \_\_\_\_\_

**(2) Do you already have a UBI No.? (Check one)**    Yes  No  If Yes, provide UBI No.: \_\_\_\_\_

If No, a new UBI No. will be issued to you upon successful completion of the filing.

**(3) BUSINESS NAME:** Ubiquity Washington, LLC

**Name must match the name listed on the Certificate of Existence/Good Standing**

Does the business have a name reserved? (Check one)    Yes  No  If Yes, provide the Name Reservation Number

Reservation Number: \_\_\_\_\_

**For name requirements, please see the following RCW(s) as shown below.**

**Profit Corporation** - [RCW 23.95.305 \(1\)](#),      **Limited Liability Company** - [RCW 23.95.305 \(5\)](#)

**Limited Partnership** - [RCW 23.95.305 \(3\)](#),      **Limited Liability Partnership** - [RCW 23.95.305 \(4\)](#),

**(4) DOING BUSINESS AS (DBA) NAME:** [RCW 23.95.525](#)

If above name is not available, enter a name to be used in Washington State. \_\_\_\_\_

**(5) JURISDICTION:**

Country: United States of America      State: Delaware

**(6) BUSINESS TYPE IN HOME JURISDICTION: (Check one)**

- Profit Corporation     Limited Liability Company     Professional Service Corporation  
 Professional Limited Liability Company     Limited Partnership     Limited Liability Partnership  
 Limited Liability Limited Partnership     Professional Limited Liability Partnership     Bank Corporation  
 Bank Limited Liability Company     Cooperative Association     Credit Union     Insurance Company  
 Savings and Loan Association

**(7) REGISTERED AGENT:**

**COMMERCIAL REGISTERED AGENT: [RCW 23.95.420](#)**

A Commercial Registered Agent is a business or individual that is registered with the Office of the Secretary of State to receive legal documents on behalf of a business. The Commercial Registered Agent’s address has been registered with our office.

Is the Registered Agent a Commercial Registered Agent? (Check one)  Yes       No

If Yes, provide the name of the Commercial Registered Agent: C T Corporation System

**The Commercial Registered Agent must sign the consent to serve below.**

If No, continue below

**NON-COMMERCIAL REGISTERED AGENT**

A Non-Commercial Registered Agent is an individual, business, or an office or position that is not registered as a Commercial Registered Agent.

- If an **individual** is serving as the Registered Agent, only provide the individual’s first and last name below.
- If a **business** is serving as the Registered Agent, only provide the name of the business below.
- If an **office** or **position** within the business is serving as the Registered Agent, only provide the position title such as President, Secretary, Treasurer, or Member below.

**Registered Agent:** \_\_\_\_\_

Phone: _____	Email: _____
<b>Registered Agent Street Address (required)</b> <small>(Must be a physical address; No PO Box or PMB)</small>	<b>Registered Agent Mailing Address (optional)</b> <small>Check if mailing address is the same as street address</small>
Country: <u>United States</u> State: <u>Washington</u>	Country: <u>United States</u> State: <u>Washington</u>
Address : _____	Address : _____
Zip: _____      City: _____	Zip: _____      City: _____

**CONSENT TO SERVE AS REGISTERED AGENT - REQUIRED FOR ALL TYPES**

I hereby consent to serve as Registered Agent in the State of Washington for the named business. I understand it will be my responsibility to accept service of process, notices, and demands on behalf of the business; to forward mail to the business; and to immediately notify the Office of the Secretary of State if I resign or change the Registered Office Address.

C T Corporation System

By: \_\_\_\_\_

**Signature of Registered Agent**                      **Printed Name/Title**                      **Date**

**(8) PRINCIPAL OFFICE:** The place where the business's records are kept

**Street Address**

(Must be a physical address; No PO Box or PMB)

Address: 560 Davis Street, Suite 250

Zip: 94111 City: San Francisco

State: CA Country: USA

**Mailing Address (optional)**

Check if mailing address is the same as street address

Address: \_\_\_\_\_

Zip: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Country: \_\_\_\_\_

Phone: 919-368-6446

Email: Jamie@UbiquityGP.com

**(9) GOVERNOR(S):** A business cannot serve as its own Governor

List at least one, attach additional pages if necessary

Name: Generate-Ubiquity Holdings, LLC

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**(10) DATE OF FORMATION IN HOME JURISDICTION:** March 14, 2022

**(11) PERIOD OF DURATION IN HOME JURISDICTION:** Check ONE of the following

This Company has a perpetual duration      This Company has a duration of \_\_\_\_\_ years.

This Company expires on \_\_\_\_\_

**(12) NATURE OF BUSINESS:** Briefly describe the type of business your business conducts in Washington State

Providing Telecommunications Services

**(13) DATE BEGAN DOING BUSINESS IN WASHINGTON:** Check ONE of the following:

Date of filing      Specify a date \_\_\_\_\_

---

**(14) EFFECTIVE DATE:**

× Date of filing Specify a date \_\_\_\_\_ (cannot be more than 90 days from received date)

---

**(15) RETURN ADDRESS FOR THIS FILING: (optional)**

If provided, the confirmation regarding this specific filing will be sent to the address below, in addition to the Registered Agent's address.

**Attention:** Carol R. Russell, Paralegal **Email:** Carol.Russell@ThompsonHine.com

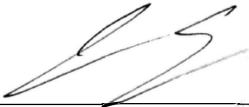
**Address:** Thompson Hine LLP, 41 S. High Street, Suite 1700

**City:** Columbus **State:** OH **Zip:** 43215

---

**(16) AUTHORIZED PERSON:**

I hereby certify, under penalty of law, that the above information is accurate and complies with the filing requirements of state law.



\_\_\_\_\_  
**Signature of Authorized Person**

Jamie W. Earp, CEO  
\_\_\_\_\_  
**Printed Name/Title**

03/16/2022  
\_\_\_\_\_  
**Date**

---

**REQUIRED: A Certificate of Existence/Good Standing or document of similar import from the home jurisdiction issued no more than 60 days before the date of submission must be attached to this filing. Failure to do so will result in the Foreign Registration Statement being returned for correction. Contact your Secretary of State or your keeper of corporate records for instructions on obtaining this document.**

---

UNITED STATES OF AMERICA

The State of Washington



Secretary of State

I, STEVE R. HOBBS, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF REGISTRATION

to

UBIQUITY WASHINGTON, LLC

A/AN DELAWARE LIMITED LIABILITY COMPANY, effective on the date indicated below.

Effective Date: 03/23/2022

UBI Number: 604 890 754



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Steve R. Hobbs

Steve R. Hobbs, Secretary of State

Date Issued: 03/23/2022

**CERTIFICATE OF FORMATION**  
**OF**  
**UBIQUITY WASHINGTON, LLC**

This Certificate of Formation is being executed by the undersigned for the purpose of forming a limited liability company pursuant to Section 18-201 of the Delaware Limited Liability Company Act.

1. The name of the limited liability company is **UBIQUITY WASHINGTON, LLC**
2. The address of the registered office of the limited liability company in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 14th day of March, 2022.

/S/ JAMIE EARP  
Jamie Earp, Authorized Person

# Delaware

The First State

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "UBIQUITY WASHINGTON, LLC", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF MARCH, A.D. 2022, AT 6:41 O`CLOCK P.M.*



Jeffrey W. Bullock, Secretary of State

6675248 8100  
SR# 20220998251

Authentication: 202926497  
Date: 03-16-22

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

**CERTIFICATE OF FORMATION**  
**OF**  
**UBIQUITY WASHINGTON, LLC**

This Certificate of Formation is being executed by the undersigned for the purpose of forming a limited liability company pursuant to Section 18-201 of the Delaware Limited Liability Company Act.

1. The name of the limited liability company is **UBIQUITY WASHINGTON, LLC**
2. The address of the registered office of the limited liability company in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on this 14th day of March, 2022.

/S/ JAMIE EARP  
Jamie Earp, Authorized Person



**EXHIBIT B**

**FINANCIALS**

**CONFIDENTIAL INFORMATION**

**DOCUMENT IS REDACTED IN ITS ENTIRETY**

**REDACTED PER WAC 480-07-160**

**EXHIBIT C**

**RESUMES**

**CONFIDENTIAL INFORMATION REDACTED**

**CONFIDENTIAL PER WAC 480-07-160**

**Jamie W. Earp**

**5700 W. 112th Street  
Suite 500  
Overland Park, KS 66211**

**(913) 378-1752 O**

**jearp@ubiqpartners.com**

Accomplished Entrepreneur and Growth Specialist with 20 years of experience in a wide variety of management and advisory roles focused on superior return on investor capital. Maintains a robust professional network and a skill set for working with high-level teams in growth-oriented business environments. Possesses capabilities to create value while providing companies with strategic, operational, business development, and stakeholder relations expertise. Track record of success in deal-making and raising capital for organic and M&A growth-phase businesses.

**CORE COMPETENCIES**

Start-Up Ventures  
Business Development  
Investor Relations

Growth Management  
Fundraising/Restructuring  
Stakeholder Management

Strategic Planning  
Mergers & Acquisitions  
Visionary Leadership

**PROFESSIONAL EXPERIENCE**

**Ubiquity Management, LP**  
***Managing Partner***

2019 – Present

Ubiquity seeks to invest, develop and manage critical communications infrastructure throughout the United States, providing telecom services companies with access to open-access networks in markets where market demand for and a scarcity of infrastructure exist.

- Focus on investments in telecom-based infrastructure assets, as well as the operating companies that rely on and have exposure to those core asset classes
- Responsible for all aspects of deal sourcing, evaluation, funding and execution as well as providing support for operational management
- Utilizes a deep and robust network to provide Ubiquity the ability to source, negotiate and close on opportunistic transactions for strategic growth

**RCP Holdings, LLC**  
***Managing Partner***

2016 – 2019

Personal investment vehicle utilized to assess and deploy capital in real estate-like assets and entities that can deliver outsized returns while mitigating downside market risk.

- Focused primarily on the telecom sector, specifically operating companies and corollary infrastructure assets
- Additional investment focus on certain real estate investment opportunities with existing income and/or value-add investment attributes
- Actively sourced transactions, managed fundraising activities, executed new investments, and worked alongside managers of target companies to maximize overall enterprise value and return on investment

**Branch Communications, LLC**  
**Founder, Director & Executive**

2011 – 2016

Founded and co-led the fastest growing private US tower company over a five-year period, during which the industry underwent drastic changes to the operating models of both infrastructure owners and wireless carriers/broadband providers. Acted in various executive roles, overseeing operations, long-term strategic planning, investor relations, finance, legal, administrative, and external affairs.

- Raised an initial \$40 million in 2011 (record for a greenfield by our investors), and grew to over \$120 million of committed equity and debt funding, while serving as CFO/COO during the start-up phase of the company, and Head of Business Development during peak customer expansion
- Oversaw company growth to over 900 total assets (250 developed and acquired/over 700 managed for 3<sup>rd</sup> party owners) in 38 U.S. states/territories, while leasing and services revenues grew to over \$22 million annually
- Served as a member of the investment committee, and as a managing officer in each of the company's development, M&A and services arms

**Cardinal Strategy Group**  
**Principal**

2008 – 2011

Provided strategic planning, fundraising, and development services to organizations in order to execute management, financial structuring, business development, and public policy goals. Led projects and worked with high-level teams across multiple business functions.

- Assisted American Tower Corporation (ATC) with state and local advocacy efforts as well as multiple in-building and outdoor DAS network project deployments
- Advised an alternative energy investment fund on project placement in target states, initiating community outreach and negotiating business incentives with state/local authorities
- Reorganized Senator Elizabeth Dole's 2008 re-election finance division, executing a strategic plan over the final two quarters that increased income by 88% to over \$6 million, while reducing operational costs by 25%

**North Carolina Chamber of Commerce**  
**Vice President**

2006 – 2008

- Increased annual revenue by 10% during the 2007-2008 fiscal year while holding costs for revenue generation below historic levels
- Created, funded, and managed organizational subsidiaries developed for business engagement purposes, including initiatives on tax, regulatory and legal reform, workforce preparedness, and infrastructure funding
- Worked with business members in North Carolina and regional corporate partners to develop coalitions and strategies to achieve mutually desired public policy outcomes

**Earp & Associates**  
**Principal**

2003 – 2006

- Served as a finance advisor to the National Republican Senatorial Committee (NRSC) during the 2005-2006 cycle, utilizing national contacts to generate over \$1 million in new revenue for the Committee
- Provided Fortune 1,000 aggregate company with strategic contacts and adeptness in using policy processes to influence key tax officials, resulting in the positive resolution of a multi-million-dollar state tax dispute
- Developed client and partnership leads for an alternative energy solutions provider, using access to corporate and governmental organizations to generate increased revenue

**Dole 2002 Committee, Inc., Salisbury, NC**  
**Deputy Director**

2002 – 2003

- Worked extensively with national, state, and local business leaders to help formulate the campaign’s policy positions pertaining to business competitiveness and private sector growth, and dissemination of those positions to employers and employees across the state.
- Directed implementation of targeted grassroots and communication efforts, while coordinating with the campaign’s communications team to maximize earned and paid media opportunities in targeted North Carolina markets.
- Organized and managed national and state fundraising opportunities with business leaders and the PAC community, generating 10% (\$1.3 million) of total fundraising during the campaign through hard and soft-money solicitations to the campaign and joint fundraising committees.

**U.S. Chamber of Commerce, Washington, DC**  
**Manager, Congressional and Public Affairs**

1999 – 2002

- Lobbied Members of Congress on a wide variety of business issues while working with a diverse mix of pro-business Republicans and Democrats to advance policy and regulatory priorities, specifically on issues involving trade (China PNTR), transportation, telecom, tax, healthcare, and energy policy.
- Prepared and presented policy briefings for business executives, Chamber members, Federation partners, and media organizations – including driving press activities on top issues in key Congressional districts.
- Promoted pro-business Members of Congress and candidates through local press outreach, fundraising opportunities, and grassroots support among the business community through the Chamber’s GOTV program.

**EDUCATION**

**UNC Kenan-Flagler Business School, Chapel Hill, NC** 2012  
Master of Business Administration

**George Mason University School of Law, Arlington, VA** 2005  
Juris Doctorate

**University of North Carolina, Chapel Hill, NC** 1998  
Bachelor of Arts

**AJAY GHANEKAR, MS**

[aghanekar@ubiqpartners.com](mailto:aghanekar@ubiqpartners.com)

**TELECOMMUNICATIONS INVESTOR/ STRATEGIC LEADER & ORGANIZATIONAL  
CHANGE AGENT**

**TECHNOLOGY SOLUTIONS • \$MM PROJECT DESIGN & DEPLOYMENT  
BUILDING HIGH PERFORMANCE / QUALITY & SOLUTIONS DRIVEN PROJECT TEAMS**

**Go-To for Profitably Turning Around Underperforming Projects in  
Major Geographic Regions throughout the United States**

**Recipient of Recognition by the CEO and Numerous Outstanding Achievement Awards** for Creating a Culture of Innovation and Excellence, meeting demanding goals, and driving employee satisfaction with improving morale; promoted numerous times throughout career and have earned a reputation as a “fixer”.

***Leadership Strengths:***

- *Futurist & Strategic Thinker with Strong Technical Problem-Solving in a Cost-Effective Manner*
- *Challenge the Status Quo to Enhance Organizational Efficiency with Best Practices / Quality Initiatives*
- *Ensure Cross-Functional Collaboration and Engage Employee Participation through Transitions and Changes*
- *Exemplify Core Values—Exceptional Work Ethic, Integrity, Initiative, Accountability, Fairness and Tenacity*

***Core Competencies & Key Knowledge Areas:***

- *Consistently Exceed Expectations and Meet Project Milestones, Deliverables, SLAs and Business Goals*
- *Manage Project Compliance with Fiscal/Budgetary Guidelines, Specifications and Outcomes*
- *Analyze Scenarios & Anticipate Outcomes to Minimize Problems / Glitches within the Project Life Cycle*
- *SME in Wireless, RF Engineering, Fiber, Network Technologies, Design, Integration & Performance Enhancements*

**EXPERIENCE AND ACHIEVEMENTS**

Ubiquity Management

Overland Park, Kansas – USA

**Managing Partner** (December 2019 till date)

Responsible for all aspects of deal sourcing, evaluation, and execution as well as operational management. Ubiquity Partners seeks to invest, develop and manage critical communications infrastructure throughout the United States.

VERIZON WIRELESS - Nationwide

Overland Park, Kansas - USA

**Executive Director – Network Engineering and Performance** (November 2015 – December 2018)

Lead teams of 500+ employees for Planning, Performance and Network Engineering throughout the Eastern Half of the country. Network deployment associated with \$3.5 billion annual capital budget and \$2 billion annual expense budget.

- Successfully launched various services on 4G and prepared the network for launch of 5G
- Lead Network transformation efforts driving over \$250m in capital and over \$100m in annual expense savings
- Conducted over 100 round table sessions across the East Territory to share strategy and direction

# AJAY GHANEKAR, MS

Page 2 of 2

## EXPERIENCE AND ACHIEVEMENTS

VERIZON WIRELESS (Continued)

**Executive Director – Network** (September 2014 – November 2015)

Sent to Detroit, Michigan to lead a team of 330+ employees and complete network growth plans associated with \$400 million capital budget. Project deployment was back loaded in a calendar year impacting network performance employee workload. Directed network planning, deployment and operation throughout the Michigan, Indiana, and Kentucky region. Challenged the Director team to understand reasons for a back loaded plan.

- Achieved recognition as the Top Performing Region in 2015.
- Drove workforce efficiency by eliminating poor performing employees and overlapping roles.

**Engineering Director** (December 2013 – September 2014)

**System Performance Director - Overland Park, Kansas - USA** (August 2011 – December 2013)

Partnered with Engineering and Operations teams to deploy the best 4G network in Kansas Missouri Region with a budget of \$200 Million. Led teams of Engineers for RF Design, Performance and Network Engineering. Challenged team members to exceed their goals and consequently met all network performance and deployment goals.

- Region 4G Network was Ranked #1 in the entire U.S.—maintaining superiority in a highly competitive market.
- Established a 3-year plan to address long term network coverage and capacity need.

**System Performance Manager - Houston, Texas** (March 2009 to August 2011)

Lead the team of 12 Engineers for RF design, regional capacity and network performance for the Alltel Integration Project. Worked with cross-functional teams for timely completion of capital projects.

- Successfully improved network efficiency by re-harvesting more than 350 voice carriers but at the same time growing EvDO capacity to stay ahead of the need. Carrier Re-harvest Project saved more than \$7 million.

SPRINT - Denver, Colorado - USA

**RF Engineering Manager** (September 2004 to March 2009)

Lead the Colorado RF Team in network design and integration projects (CDMA 3GIX) with more than 1200 sites in the State. Reduced employee turnover and ranked as one of the Top Managers in the region. Successfully designed and integrated 161 Qwest sites within 6 months followed by a successful migration of 180,000 Qwest customers onto the Sprint network. Improved network performance by 200+% in 3 years—with the Denver market earning the Best Telephia\Nielsen Network Satisfaction scores in the West Region.

- Received several Excellence Awards, recognition by the CEO—and top ratings in employee experience surveys.

TATA TELESERVICES LTD - Mumbai, India

**Senior Manager - Corporate Network (RF)** (2002 to 2003)

Rolled out the 3G CDMA throughout India—completed within the 1st year for commercialization. Reported directly to the CTO to manage and direct all RF engineering activities nationwide. Established parameters, guidelines and processes for RF engineers. Lead Vendor selection for various network elements

MARCONI WIRELESS (MSI) - USA

**Senior Consultant** (2000 to 2002)

Designed and optimized CDMA and TDMA networks with multiple carriers for MSI throughout the United States.

BPL MOBILE - Mumbai, India

**Deputy Manager - RF Planning**

**Member - Network Performance Team** 1995 to 2000)

Designed / optimized GSM 900 network in Mumbai with more than 150 Motorola cell sites, in an austere location.

## EDUCATION

UNIVERSITY OF MUMBAI - Mumbai, India

**Master of Science in Financial Management** 2000

**Bachelor of Science in Electronics Engineering** 1995