

LIST OF EXHIBITS

EXHIBIT A – CERTIFICATE OF INCORPORATION

EXHIBIT B – AUTHORITY TO TRANSACT BUSINESS

EXHIBIT C – PROPOSED INITIAL TARIFF

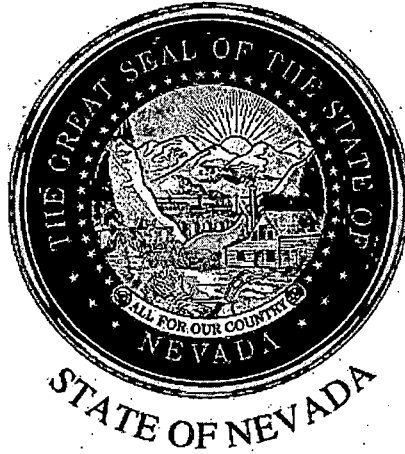
EXHIBIT D – FINANCIAL STATEMENTS

EXHIBIT E – MANAGEMENT EXPERIENCE

EXHIBIT A - CERTIFICATE OF INCORPORATION

See Attached

SECRETARY OF STATE



DOMESTIC CORPORATION (78) CHARTER

I, FRANCISCO V. AGUILAR, the duly qualified and elected Nevada Secretary of State, do hereby certify that **Mobile 13, Inc** did, on 02/16/2024, file in this office the original Articles of Incorporation-For-Profit that said document is now on file and of record in the office of the Secretary of State of the State of Nevada, and further, that said document contains all the provisions required by the law of the State of Nevada.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on 02/16/2024.

A handwritten signature in black ink that reads "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State

Certificate
Number: B202402164359340
You may verify this certificate
online at <http://www.nvsos.gov>

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

Mobile 13, Inc

Nevada Business Identification # NV20243033803

Expiration Date: 02/28/2025

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.



Certificate Number: B202402164359341

You may verify this certificate
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my
hand and affixed the Great Seal of State, at my
office on 02/16/2024.

A handwritten signature in cursive script, reading "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State



FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Initial List and State Business License Application

Initial List Of Officers, Managers, Members, General Partners, Managing Partners, or Trustees:

Mobile 13, Inc

NAME OF ENTITY

TYPE OR PRINT ONLY - USE DARK INK ONLY - DO NOT HIGHLIGHT

IMPORTANT: Read instructions before completing and returning this form.

Please indicate the entity type (check only one):



Corporation



This corporation is publicly traded, the Central Index Key number is:



Nonprofit Corporation (see nonprofit sections below)



Limited-Liability Company



Limited Partnership



Limited-Liability Partnership



Limited-Liability Limited Partnership (if formed at the same time as the Limited Partnership)



Business Trust

Filed in the Office of	Business Number
<i>FVAguilar</i>	E38261052024-6
Secretary of State	Filing Number
State Of Nevada	20243826106
	Filed On
	02/16/2024 13:39:09 PM
	Number of Pages
	2

Additional Officers, Managers, Members, General Partners, Managing Partners, Trustees or Subscribers, may be listed on a supplemental page.

CHECK ONLY IF APPLICABLE

Pursuant to NRS Chapter 76, this entity is exempt from the business license fee.



001 - Governmental Entity



006 - NRS 680B.020 Insurance Co, provide license or certificate of authority number

For nonprofit entities formed under NRS chapter 80: entities without 501(c) nonprofit designation are required to maintain a state business license, the fee is \$200.00. Those claiming and exemption under 501(c) designation must indicate by checking box below.



Pursuant to NRS Chapter 76, this entity is a 501(c) nonprofit entity and is exempt from the business license fee.
Exemption Code 002

For nonprofit entities formed under NRS Chapter 81: entities which are Unit-owners' association or Religious, Charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C § 501(c) are excluded from the requirement to obtain a state business license. Please indicate below if this entity falls under one of these categories by marking the appropriate box. If the entity does not fall under either of these categories please submit \$200.00 for the state business license.



Unit-owners' Association



Religious, charitable, fraternal or other organization that qualifies as a tax-exempt organization pursuant to 26 U.S.C. § 501(c)

For nonprofit entities formed under NRS Chapter 82 and 80: Charitable Solicitation Information - check applicable box

Does the Organization intend to solicit charitable or tax deductible contributions?



No - no additional form is required



Yes - the "Charitable Solicitation Registration Statement" is required.



The Organization claims exemption pursuant to NRS 82A 210 - the "Exemption From Charitable Solicitation Registration Statement" is required

****Failure to include the required statement form will result in rejection of the filing and could result in late fees.****



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Secretary of State
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Website: www.nvsos.gov
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Formation - profit Corporation

Continued, Page 2

6. Benefit Corporation:

(For NRS 78, NRS 78A, and NRS 89, optional. See instructions.)

By selecting "Yes" you are indicating that the corporation is organized as a benefit corporation pursuant to NRS Chapter 78B with a purpose of creating a general or specific public benefit. The purpose for which the benefit corporation is created must be disclosed in the below purpose field.

Yes

☐

7. Purpose/Profession to be practiced:

(Required for NRS 80, NRS 89 and any entity selecting Benefit Corporation. See instructions.)

Wireless Telecommunications

8. Authorized Shares:

(Number of shares corporation is authorized to issue)

Please indicate the break down of all corporate shares and the par value.

Number of Authorized shares with Par value:	0	Par value: \$	0
Number of common shares with Par value:	20000000.0	Par value: \$.0001
Number of common shares with Par value:	10000000.0	Par value: \$.0001
Number of common shares with Par value:	10000000.0	Par value: \$.0001
Number of preferred shares with Par value:	5000000.0	Par value: \$.0001
Number of shares with no par value:	0		

Foreign Corporations, NRS 80 only:

☐

This is a corporation is a
unlimited stock corporation

☐

This is a corporation is a
non-stock corporation.

If more than one class or series of stock is authorized, please attach the information on an additional sheet of paper.

9. Name and Signature of: Officer making the statement or Authorized Signer for NRS 80.

Name, Address and
Signature of the
Incorporator for NRS 78,
78A, and 89. NRS 89 -
Each Organizer/
Incorporator must be a
licensed professional.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

Brian Lemke

United States

Name

Country

3007 W Sweet Clover Lane

South Jordan

UT

84095

Address

City

State

Zip/Postal Code

X Brian Lemke

(attach additional page if necessary)

AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:

(attach additional page(s) if necessary)



FRANCISCO V. AGUILAR
Secretary of State
401 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov
www.nvsilverflume.gov

Filed in the Office of <i>FV Aguilar</i> Secretary of State State Of Nevada	Business Number
	E38261052024-6
	Filing Number
	20243826104
	Filed On
02/16/2024 13:39:09 PM	
Number of Pages	
2	

Formation - Profit Corporation

☒ NRS 78 - Articles of Incorporation Profit Corporation ☐ NRS 80 - Foreign Corporation ☐ NRS 89 - Articles of Incorporation Professional Corporation

☐ 78A Formation - Close Corporation

(Name of closed corporation MUST appear in the below heading)

Articles of Formation of _____ a close corporation (NRS 78A)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGH LIGHT

1. Name of Entity: (If foreign, name in home jurisdiction)	Mobile 13, Inc
2. Registered Agent for Service of Process: (Check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent (name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or position with Entity (title and address below) CORPORATION SERVICE COMPANY* Name of Registered Agent OR Title of Office or Position with Entity 112 NORTH CURRY STREET Carson City Nevada 89703 Street Address City Zip Code Mailing Address (If different from street address) City Zip Code
2a. Certificate of Acceptance of Appointment of Registered Agent:	<i>I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.</i> X Kristyn Simpson 02/16/2024 Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date
3. Governing Board: (NRS 78A, close corporation only, check one box; if yes, complete article 4 below)	This corporation is a close corporation operating with a board of directors <input type="checkbox"/> Yes <u>OR</u> <input checked="" type="checkbox"/> No
4. Names and Addresses of the Board of Directors/ Trustees or Stockholders (NRS 78: Board of Directors/ Trustees is required. NRS 78a: Required if the Close Corporation is governed by a board of directors. NRS 89: Required to have the Original stockholders and directors. A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing. See instructions)	1) Brian Lemke Name 3007 W Sweet Clover Lane South Jordan UT 84095 Address City State Zip Code
5. Jurisdiction of Incorporation: (NRS 80 only)	5a. Jurisdiction of incorporation: 5b. I declare this entity is in good standing in the jurisdiction of its incorporation. <input type="checkbox"/>



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Secretary of State
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Website: www.nvsos.gov
www.nvsilverflume.gov

Initial List and State Business License Application - Continued

Officers, Managers, Members, General Partners, Managing Partners or Trustees:

CORPORATION, INDICATE THE President:

Brian Lemke

Name

USA

Country

3007 W Sweet Clover Lane

Address

South Jordan

City

UT

State

84095

Zip/Postal Code

CORPORATION, INDICATE THE Secretary:

Brian Lemke

Name

USA

Country

3007 W Sweet Clover Lane

Address

South Jordan

City

UT

State

84095

Zip/Postal Code

CORPORATION, INDICATE THE Treasurer:

Brian Lemke

Name

USA

Country

3007 W Sweet Clover Lane

Address

South Jordan

City

UT

State

84095

Zip/Postal Code

CORPORATION, INDICATE THE Director:

Brian Lemke

Name

USA

Country

3007 W Sweet Clover Lane

Address

South Jordan

City

UT

State

84095

Zip/Postal Code

None of the officers and directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the office of the Secretary of State.

X Brian Lemke

Signature of Officer, Manager, Managing
Member, General Partner, Managing Partner,
Trustee, Member, Owner of Business,
Partner or Authorized Signer FORM WILL BE RETURNED IF

UNSIGNED

President

Title

02/16/2024

Date

FRANCISCO V. AGUILAR
Secretary of State

DEPUTY BAKKEDAHL
*Deputy Secretary for
Commercial Recordings*

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

*Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888*

Business Entity - Filing Acknowledgement

02/16/2024

Work Order Item Number: W2024021601313 - 3470001
Filing Number: 20243826106
Filing Type: Initial List
Filing Date/Time: 02/16/2024 13:39:09 PM
Filing Page(s): 2

Indexed Entity Information:

Entity ID: E38261052024-6
Entity Status: Active

Entity Name: Mobile 13, Inc
Expiration Date: None

Commercial Registered Agent
CORPORATION SERVICE COMPANY*
112 NORTH CURRY STREET, Carson City, NV 89703, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

Respectfully,

A handwritten signature in black ink, appearing to read "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State

FRANCISCO V. AGUILAR
Secretary of State

DEPUTY BAKKEDAH
*Deputy Secretary for
Commercial Recordings*

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

Commercial Recordings Division
401 N. Carson Street
Carson City, NV 89701
Telephone (775) 684-5708
Fax (775) 684-7138
North Las Vegas City Hall
2250 Las Vegas Blvd North, Suite 400
North Las Vegas, NV 89030
Telephone (702) 486-2880
Fax (702) 486-2888

Business Entity - Filing Acknowledgement

02/16/2024

Work Order Item Number: W2024021601313 - 3470000
Filing Number: 20243826104
Filing Type: Articles of Incorporation-For-Profit
Filing Date/Time: 02/16/2024 13:39:09 PM
Filing Page(s): 2

Indexed Entity Information:

Entity ID: E38261052024-6

Entity Status: Active

Entity Name: Mobile 13, Inc

Expiration Date: None

Commercial Registered Agent

CORPORATION SERVICE COMPANY*

112 NORTH CURRY STREET, Carson City, NV 89703, USA

The attached document(s) were filed with the Nevada Secretary of State, Commercial Recording Division. The filing date and time have been affixed to each document, indicating the date and time of filing. A filing number is also affixed and can be used to reference this document in the future.

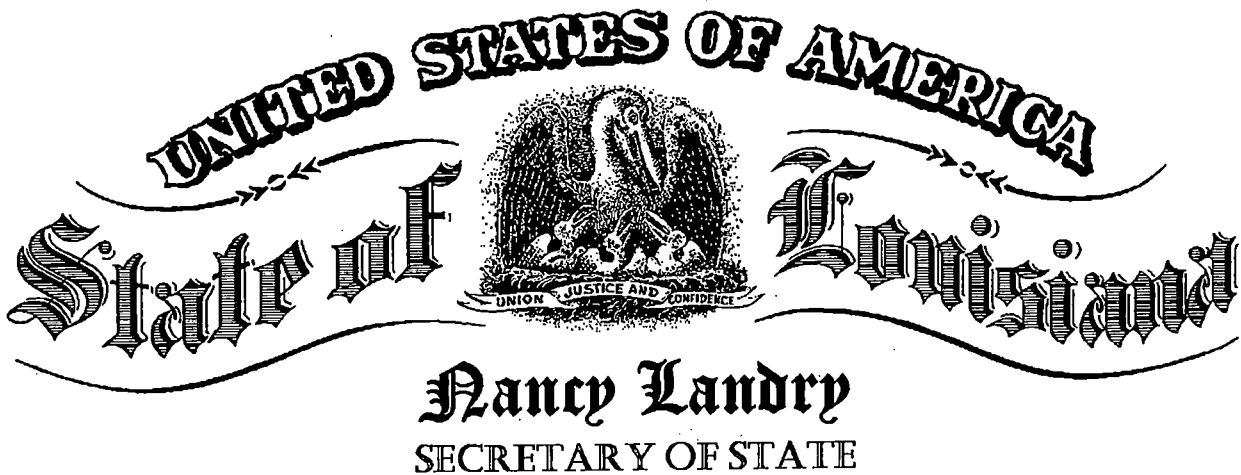
Respectfully,

A handwritten signature in black ink, appearing to read "FV Aguilar".

FRANCISCO V. AGUILAR
Secretary of State

EXHIBIT B – AUTHORITY TO TRANSACT BUSINESS

See Attached



As Secretary of State of the State of Louisiana I do hereby Certify that

the Application Form for Certificate of Authority of

MOBILE 13, INC

Domiciled at CARSON CITY, NEVADA,

Was filed and recorded in this Office on February 20, 2024.

Thus authorizing the corporation to exercise the same powers, rights and privileges accorded similar domestic corporations, subject to the provisions of R. S. 1950, Title 12, Chapter 3, and other applicable laws.

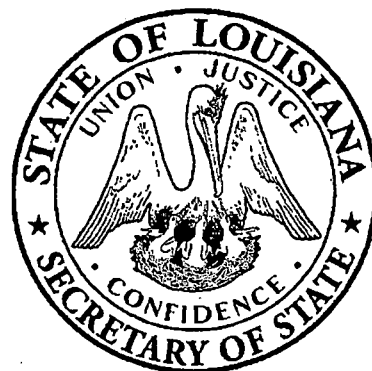
In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

February 20, 2024

Nancy Landry

Secretary of State

WEB 45816962F



Certificate ID: 11845766#93P83

To validate this certificate, visit the following web site, go to **Business Services**, **Search for Louisiana Business Filings**, **Validate a Certificate**, then follow the instructions displayed.
www.sos.la.gov

EXHIBIT C – PROPOSED INITIAL TARIFF

See Attached

PREPAID WIRELESS COMMUNICATION SERVICES

TITLE SHEET

LOUISIANA PREPAID WIRELESS TELECOMMUNICATIONS SERVICE TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of prepaid wireless service by MOBILE 13, INC., with principal offices located at 3007 W Sweet Clover Lane, South Jordan, UT 84095. This tariff is governed and interpreted according to the laws of Louisiana.

Issued:

Effective:

Issued by:

Brian Lemke, President
3007 W Sweet Clover Lane
South Jordan, UT 84095

PREPAID WIRELESS COMMUNICATION SERVICES

APPLICATION OF TARIFF

This tariff sets forth the Service offerings, terms and conditions applicable to the furnishing of Prepaid Wireless Communications Service by Mobile 13, Inc. (hereinafter referred to as the "Company"), as authorized by the Louisiana Public Service Commission.

The company's agent for the service of process is:

Corporation Service Company
450 Laurel Street, 8th Floor
Baton Rouge, LA 70801

Issued:

Effective:

Issued by:

Brian Lemke, President
3007 W Sweet Clover Lane
South Jordan, UT 84095

CHECK SHEET

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

SHEET	REVISION
-------	----------

1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original

* New or Revised Sheet

Issued:

Effective:

Issued by:

Brian Lemke, President
3007 W Sweet Clover Lane
South Jordan, UT 84095

PREPAID WIRELESS COMMUNICATION SERVICESTABLE OF CONTENTS

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Issued:

Effective:

Issued by:

Brian Lemke, President
3007 W Sweet Clover Lane
South Jordan, UT 84095

PREPAID WIRELESS COMMUNICATION SERVICES

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(l)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

Issued:

Effective:

Issued by:

Brian Lemke, President
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South Jordan, UT 84095

PREPAID WIRELESS COMMUNICATION SERVICES

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D – Delete or discontinue
- I – Change resulting in an increase to a customer's bill
- M – Moved from another tariff location
- N – New
- R – Change resulting in a reduction to a customer's bill
- T – Change in text or regulation but no change in rate or charge

Issued:

Effective:

Issued by:

Brian Lemke, President
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South Jordan, UT 84095

PREPAID WIRELESS COMMUNICATION SERVICES

SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

Access Number - A telephone number provided to a Customer by the Company and associated with the Customer's wireless phone, enabling use of the Company's Wireless System.

Authorized User - Any person, firm, corporation, or other entity authorized by the Customer to use the Wireless Communications Service purchased by the Customer.

Cell Site - Transmitting and receiving antennae and associated radio and control equipment essential to the completion of a talking path between a wireless phone and a Wireless Switching Office.

Commission - Used throughout this tariff to mean the Louisiana Public Service Commission.

Customer - The person, firm, or other legal entity which orders the prepaid wireless services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company - Used throughout this tariff to mean Mobile 13, Inc..

Emergency Service Agency (ESA) - An entity legally authorized to subscribe to the Service and which has public safety responsibility by law to respond to telephone calls from the public for emergency police, fire and other emergency services within the area designated for 911 calling. An ESA may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority lawfully has been delegated.

Optional Features - Features that complement the underlying Service provided by the Company to which a Customer may subscribe.

Issued:

Effective:

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Brian Lemke, President
3007 W Sweet Clover Lane
South Jordan, UT 84095

PREPAID WIRELESS COMMUNICATION SERVICES

Service - Any or all service(s) provided by the Company pursuant to this tariff.

Service Areas - Geographic areas in which the Company is capable of originating and terminating wireless calls.

Service Agreement - The contractual arrangement, if any, between the Company and the Customer for the provision of Service.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

User - Customer and/or any Authorized User.

Wireless Communications Service ("Service") - A service which uses mobile radio technology to provide telecommunication services between wireless phones and conventional telephone systems or between two wireless phones. This service also is known as Commercial Mobile Radio Service ("CMRS") or Commercial Mobile Service ("CMS"), as defined in 47 U.S.C. §332(d)(1).

Wireless Switching Office - A termination center consisting of the switching and control equipment used for switching and interconnection of Wireless Communications Service.

Wireless System - A telecommunications system comprised of a Wireless Switching Office, Cell Sites and dedicated interconnecting facilities used to provide Service.

Issued:

Effective:

Issued by:

Brian Lemke, President
3007 W Sweet Clover Lane
South Jordan, UT 84095

PREPAID WIRELESS COMMUNICATION SERVICES

SECTION 2 – TERMS AND CONDITIONS**2.1 Undertaking of the Company**

The Company undertakes to provide intrastate wireless communications service to the public in accordance with terms and conditions of its tariff on file with this Commission and any service agreement executed by the customer. In the event of any conflict between the provisions of such agreement and the provisions of this tariff, the provisions of this tariff shall control to the extent required by law.

2.2 Availability of Service

- A. Subject to the terms and conditions specified in this tariff, Service will be provided to any person, firm, corporation, partnership or other legal entity that wishes to become a customer.
- B. Service is available to activated Customers of the Company with compatible wireless phones when the Customer is within the range of Cell Sites located in the Company's Service Areas. Service is available twenty-four (24) hours per day, seven (7) days per week, subject to transmission, atmospheric, topographic and like conditions.
- C. Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Service because of (a) the lack of transmission medium capacity, (b) the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary for the provision of Service, or (c) any cause beyond its control.
- D. The Company reserves the right to arrange for Service to be furnished through the facilities of another entity when necessary.

PREPAID WIRELESS COMMUNICATION SERVICES

Issued:

Effective:

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Brian Lemke, President
3007 W Sweet Clover Lane
South Jordan, UT 84095

-
- E. The use and restoration of Service in emergencies shall be governed by Federal Communications Commission rules and regulations.
 - F. The Company reserves the right to suspend, terminate or restrict furnishing Service in accordance with Section J of this tariff.

2.3 Limitation of Liability

- A. Because the Company has no control of communications content transmitted over the Wireless System, and because of the possibility of errors incident to the provision and use of its Service, the Company shall have no liability for damages, including without limitation direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct:
- B. The liability of the Company for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of establishing, furnishing, rearranging, Changing, or terminating Service under this tariff: and not caused by the failure or negligence of the Customer, shall in no event exceed either (a) an amount equivalent to the proportionate charges the Company would assess the Customer for the period of Service during which such mistakes, interruptions, omissions, delays, errors or defects occur, or (b) One Hundred Dollars (\$100.00), whichever is less.
- C. The Company is not responsible for interruptions in Service.
- D. The Company shall not be liable for any act or omission of any other entity furnishing to the Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment or facilities.

Issued:

Effective:

Issued by:

Brian Lemke, President
3007 W Sweet Clover Lane
South Jordan, UT 84095

PREPAID WIRELESS COMMUNICATION SERVICES

The Customer shall be liable for any damages to or loss of the Company's equipment, facilities or Service or for any injury to the Company's personnel caused by the negligence or willful act of the Customer's officers, employees, agents or contractors.

- E. The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request under color of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of anyone or more of said governments, or of any civil or military authority; and national emergencies, insurrections, riots, wars or labor difficulties.
- F. The Company is not liable for any accident, damages or injury occasioned by the presence of, or use of, the Wireless System, the Service or a wireless phone. The Company is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service by the Customer's employees, third parties, or the public. The Company does not warrant or guarantee that it can prevent unauthorized use or misuse.
- G. The Company is not liable for damages for any defacement or damage to any vehicle or other personal or real property owned or used by a Customer, Authorized User or any other individual resulting from the existence or use of a wireless phone.

PREPAID WIRELESS COMMUNICATION SERVICES

Issued:

Effective:

Issued by:

Brian Lemke, President
3007 W Sweet Clover Lane
South Jordan, UT 84095

H. The Customer and/or Authorized User shall indemnify and hold the Company harmless against: (a) claims for libel, slander or infringement of copyright arising directly or indirectly from the material transmitted over facilities provided by the Company or the use thereof; (b) claims for infringement of patents arising from combining apparatus and systems of the user with, or using them in connection with, facilities provided by the Company, and (c) all other claims arising out of any act or omission of the User in connection with Service provided by the Company. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such claims.

I. THE COMPANY MAKES NO EXPRESS' REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICE AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Company does not authorize anyone to make a warranty of any kind on its behalf and the Customer should not rely on any such statement. The Company is not the manufacturer of the wireless phone or any other equipment and statements regarding the wireless phone or the equipment should not be interpreted as a warranty.

J. The Communications Assistance for Law Enforcement Act, 47 U.S.C. Sec. 1001 et seq., obligates the Company to provide law enforcement agencies, pursuant to a valid electronic surveillance warrant, with call content and call identifying information reasonably available to the Company. The Company assumes no liability for making this information available to law enforcement agencies or their authorized representatives acting under code of law.

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PREPAID WIRELESS COMMUNICATION SERVICES

2.4 Deposits

The Company does not require deposits.

2.5 Prepayment

- A. The Company, at its discretion, may require prepayment prior to its provision of Service. Charges incurred by the Customer for Service will be deducted from the amount of the prepayment on an ongoing basis as they are incurred.
- B. Service may be suspended when a Customer's prepaid amount is reduced to zero. Service will resume only after prepayment of an additional amount determined by the Company.
- C. Upon termination of Service, by either the Customer or the Company, any excess prepayment will be credited or refunded to the Customer. If charges for Service exceed the remaining prepayment, the Customer remains responsible for such charges and the Company may collect the amount of any underpayment.

2.6 Use of Service

- A. Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of Service by any other Users.
- B. The Service shall be used in a manner consistent with the terms of this tariff and the policies and regulations of the Federal Communications Commission and all state and local governmental authorities having jurisdiction over the Service.

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- C. The Company reserves the right to refuse Service to individuals under the age of 18 and may require proof of age prior to initiating Service.
- D. The Company may provide information regarding the Customer's use of Service to federal, state and local authorities, to the extent required by law.

2.7 Payment and Billing

All services are prepaid, and billing of services does not apply.

2.8 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.9 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein, with the exception of the plans in Section 5.2 and 5.3 below.

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2.10 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. In accordance with *General Order dated January 1, 2000*, the returned check charge will be a maximum of \$20.00.

2.11 Provision of Wireless Phones

- A. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided equipment or facilities. Where such equipment or facilities are used in connection with the Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the Service under this tariff and to the maintenance and operation of such Service. The Company shall not be liable to the Customer if changes in any of the Company's equipment, facilities, operations or Service (a) renders obsolete any of the Customer-provided equipment or facilities; (b) requires modification of the Customer-provided equipment or facilities; or (c) otherwise affects the reception of signals by Customer-provided equipment or facilities.
- B. The Customer or Authorized User must provide and maintain all wireless equipment and ensure that it is technically and operationally compatible with the Company's Wireless System and in compliance with applicable Federal Communications Commission rules and regulations.
- C. The operating characteristics of the wireless phone equipment shall be such as not to interfere with the Service offered by the Company.
- D. The purchase of a wireless phone from the Company does not compel the Company to provide the purchaser with Service. The Company provides Service under the terms and conditions of this tariff and the Service Agreement, if any, between the Company and the Customer.

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- E. Customers retain the sole responsibility for notifying the Company of a lost or stolen wireless phone. The Customer is responsible for all charges incurred to the Access Number prior to notifying the Company of the loss or theft.

2.12 Provision of E911 Service

1. Where facilities and operating conditions permit, 911 service may be provided by the Company. The Company, however, does not undertake to answer, forward or respond to 911 calls, but furnishes the use of its underlying carrier's facilities to route the 911 calls to the appropriate ESA within the Service Area. The Company offers this routing service solely as a public service aid in handling assistance calls in connection with fire, police, and other emergencies and thereby does not create any relationship or obligation, direct or indirect, to any User, person, company, municipality or other entity. Further, the Company cannot guarantee the routing or completion of any 911 call, the quality of the call or any features that may be otherwise provided with 911 service. Except in the event of the Company's willful misconduct, the Customer waives any claim of, and shall indemnify, defend and hold harmless the Company from and against any loss or damage arising from errors, interruptions, defects, failures or malfunctions of 911 service or any part thereof. The Company's entire liability to any person for interruption or failure of 911 service shall be determined under and limited by the terms set forth in this section and other sections of this tariff.

2. The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's willful misconduct, to release, indemnify and hold harmless the Company from any and all losses, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the ESA, Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer, ESA or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.

3.1.2 Timing begins when the called station is answered and two-way communication is possible, as determined by standard industry methods. Timing for each call ends when either party hangs up.

3.2 Customer Complaints

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

3007 W Sweet Clover Lane, South Jordan, UT 84095
Customer Service: 877-420-6625

If Customer complaints cannot be resolved by the Company, the Customer may contact the Commission at the following address and phone number:

Louisiana Public Service Commission
Galvez Building, 12th Floor
602 North Fifth Street
Baton Rouge, LA 70821-9154
(800) 256-2397

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3.3 Basic Wireless Service

Basic Wireless Service is an offering which uses mobile radio technology to provide telecommunications services between wireless phones and conventional telephone systems or between two wireless phones.

3.4 Directory Assistance

Directory Assistance is an offering which provides Customers with access to telephone number information.

3.5 Operator Services

Operator Services is an offering which allows the Customer to select from special call handling or billing arrangements. Per minute usage rates and per call service charge will be assessed to the calling party, called party, third party, calling card or credit card based on the call type and the appropriate acknowledgment of other parties, where applicable.

3.6 Roaming

Roaming is an offering which allows users to complete calls on wireless networks other than their own carriers. The Company does not offer roaming capabilities.

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SECTION 4 – RATES

4.1 Rate Plans

Rates are on an ICB basis.

Monthly charges exclude taxes, Company Surcharges, Company Surcharges are not taxes or government required charges and are subject to change. Equipment prices not included.

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EXHIBIT D – FINANCIAL STATEMENTS

See separate envelope labeled “CONFIDENTIAL.”

EXHIBIT E – MANAGEMENT EXPERIENCE

See attached resumes

Contact

www.linkedin.com/in/brianlemke220 (LinkedIn)

Top Skills

New Business Development
Sales Management
Account Management

Languages

English

Brian Lemke

Partner
Salt Lake City Metropolitan Area

Summary

PROFESSIONAL SUMMARY:

Accomplished business building professional with experience across broad industries, markets and accounts. Expert qualifications in identifying and capturing market opportunities to accelerate expansion, increase revenues and improve profit contributions.

Experience

Diversified Consulting
Managing Partner
January 2023 - Present (1 year 9 months)
United States

Elevated Title
Managing Partner
January 2017 - December 2022 (6 years)
Greater Salt Lake City Area

Elevated Title is the perfect partner for national, tech driven lenders looking to streamline the lending process from application to close!

Attorney Owned & Compliance Consultative
API Integration
Centralized Processing- Same Team EVERY state
Uniform Fees
eSign-Hybrid-Video Closing Options
Clear to Close Commitment 1-3 days from order
1 hour Express Commitment

Since 2002 we have partnered with national lenders that share our vision of internet lending, streamlined processes and customer convenience. We have outstanding personalized service through OUR title team.

Salt Lake Chamber

Vice President of Business Development

August 2012 - January 2017 (4 years 6 months)

The Salt Lake Chamber is Utah's largest business association and Utah's Business Leader™. With roots that go back to 1887, the Chamber has been standing as the voice of business, supporting its members' success and championing community prosperity for over 100 years.

The Salt Lake Chamber is a private, non-profit organization that represents Utah business statewide and one in every three jobs in the Utah economy. Chamber affiliate organizations include the Downtown Alliance, Women's Business Center and World Trade Center Utah.

Brian Lemke serves the Salt Lake Chamber as vice president of business development. In this capacity he oversees new member recruitment and retention. Our Salt Lake Chamber represents over 8,000 businesses with members in all 29 counties and 14 surrounding states with a \$7 million annual budget. In this role, Brian is responsible for interacting with Utah's business leaders and growing the Salt Lake Chambers' membership.
