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James C. Falvey
jfalvey@eckertseamans.com
Phone: 202 659-6655

May 3, 2017

Via Federal Express

Florida Public Service Commission
Office of Commission Clerk
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

RECEIVED-FPSC
2017 MAY -4 AM 10: 30
COMMISSION
CLERK

Re: *Strome Network, LLC's Application for Authority to Provide
Telecommunications Company Service*

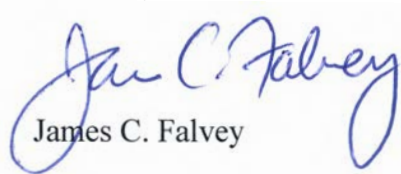
Dear Sir or Madam:

Enclosed for filing please find an original and one (1) copy of Strome Network, LLC's ("Strome") Application for Authority to Provide Telecommunications Company Service within the State of Florida ("Application"), a confidential copy of Exhibit D to the Application, and a check in the amount of five hundred dollars ("\$500.00") for the applicable filing fee. Please also find enclosed an original and one (1) copy of Strome's Notice of Intent to Request Confidential Classification ("Notice").

Kindly date stamp the additional copies of the Application and Notice as having been received by your office and return it to me in the enclosed, self-addressed, stamped envelope.

Thank you for your attention to this matter and please do not hesitate to contact me at 202.659.6655 with any questions or concerns.

Sincerely,


James C. Falvey

Enclosures

COM _____
AFD _____
APA _____
ECO _____
ENG _____
GCL _____
IDM _____
TEL 1 _____
CLK _____

FLORIDA PUBLIC SERVICE COMMISSION
OFFICE OF TELECOMMUNICATIONS

APPLICATION FORM
FOR
AUTHORITY TO PROVIDE TELECOMMUNICATIONS COMPANY SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used as an application for an original certificate and for approval of transfer of an existing certificate. In the case of a transfer, the information provided shall be for the transferee (See Page 8).
- B. Print or type all responses to each item requested in the application. If an item is not applicable, please explain.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. Once completed, submit the original and one copy of this form along with a non-refundable application fee of **\$500.00** to:

Florida Public Service Commission
Office of Commission Clerk
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770

- E. A filing fee of **\$500.00** is required for the transfer of an existing certificate to another company.
- F. If you have questions about completing the form, contact:

Florida Public Service Commission
Office of Telecommunications
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600

1. This is an application for (check one):

Original certificate (new company).

Approval of transfer of existing certificate: Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority rather than apply for a new certificate.

2. Name of company: **Strome Networks, LLC**

3. Name under which applicant will do business (fictitious name, etc.): **N/A**

4. Official mailing address:

Street/Post Office Box: **222 Broadway, 19th Floor**
City: **New York**
State: **New York**
Zip: **10038**

5. Florida address:

Street/Post Office Box: **1200 South Pine Island Road**
City: **Plantation**
State: **Florida**
Zip: **33324**

6. Structure of organization:

Individual
 Foreign Corporation
 General Partnership
 Other, please specify:

Corporation
 Foreign Partnership
 Limited Partnership
(Limited Liability Company)

If individual, provide: **N/A**

Name: _____
Title: _____
Street/Post Office Box: _____
City: _____
State: _____
Zip: _____
Telephone No.: _____
Fax No.: _____
E-Mail Address: _____
Website Address: _____

7. **If incorporated in Florida,** provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: **N/A**
8. **If foreign corporation,** provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: **N/A**
9. **If using fictitious name (d/b/a),** provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida. The Florida Secretary of State fictitious name registration number is: **N/A**
10. **If a limited liability partnership,** please proof of registration to operate in Florida. The Florida Secretary of State registration number is: **N/A. See response to No. 12 below.**
11. **If a partnership,** provide name, title and address of all partners and a copy of the partnership agreement. **See Operating Agreement attached as Exhibit A.**

Name: **Strome Fiber Holdings, LLC**
Title: **Member**
Street/Post Office Box: **222 Broadway, 19th Floor**
City: **New York**
State: **New York**
Zip: **10038**
Telephone No.: **646-603-3065**
Fax No.: **646-649-9310**
E-Mail Address: **tkannengieser@strome-networks.com**
Website Address: **www.strome-networks.com**

12. **If a foreign limited partnership,** provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable. The Florida registration number is: **M16000006523. See Certificate attached as Exhibit B.**

13. Provide F.E.I. Number: 81-3267794

14. Who will serve as liaison to the Commission in regard to the following?

(a) The application:

Name: James C. Falvey
Title: Member
Street Name & Number: 1717 Pennsylvania Avenue, N.W., 12th Floor
Post Office Box: _____
City: Washington
State: DC
Zip: 20006
Telephone No.: (202) 659-6655
Fax No.: (202) 659-6699
E-Mail Address: jfalvey@eckertseamans.com
Website Address: www.eckertseamans.com

(b) Official point of contact for the ongoing operations of the company:

Name: Terence Kannengieser
Title: Chief Financial Officer
Street Name & Number: 222 Broadway, 19th Floor
Post Office Box: _____
City: New York
State: New York
Zip: 10038
Telephone No.: (646-603-3065 or (888) 760-1984
Fax No.: (646) 649-9310
E-Mail Address: tkannengieser@strome-networks.com
Website Address: www.strome-networks.com

(c) Where will you officially designate as your place of publicly publishing your schedule (a/k/a tariffs or price lists)?

- Florida Public Service Commission
- Website – Website address: **www.strome-networks.com**
- Other – Please provide address:

15. List the states in which the applicant:

(a) has operated as a telecommunications company.

Strome recently acquired assets out of a bankruptcy and has had no common carrier operations to date.

(b) has applications pending to be certificated as a telecommunications company.

Florida is the first application, but Strome Networks will also soon be applying in Georgia.

(c) is certificated to operate as a telecommunications company.

None.

(d) has been denied authority to operate as a telecommunications company and the circumstances involved.

None.

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None.

(f) has been involved in civil court proceedings with another telecommunications entity, and the circumstances involved.

None.

16. Have any of the officers, directors, or any of the ten largest stockholders previously been:

(a) adjudged bankrupt, mentally incompetent (and not had his or her competency restored), or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. Yes No

If yes, provide explanation.

(b) granted or denied a certificate in the State of Florida (this includes active and canceled certificates). Yes No

If yes, provide explanation and list the certificate holder and certificate number.

(c) an officer, director, partner or stockholder in any other Florida certificated or registered telephone company. Yes No

If yes, give name of company and relationship. If no longer associated with company, give reason why not.

17. Submit the following:

(a) **Managerial capability:** Resumes of employees/officers of the company that would indicate sufficient managerial experiences of each. Please explain if a resume represents an individual that is not employed with the company and provide proof that the individual authorizes the use of the resume. **See Resumes attached as Exhibit C. All Resumes are from employees of the company.**

(b) **Technical capability:** Resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance. Please explain if a resume represents an individual that is not employed with the company and provide proof that the individual authorizes the use of the resume. **See Resumes attached as Exhibit C. All resumes are from employees of Strome Networks.**

(c) **Financial Capability:** Applicant's audited financial statements for the most recent three (3) years. If the applicant does not have audited financial statements, it shall so be stated. Unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

1. the balance sheet,
2. income statement, and
3. statement of retained earnings. **See documents attached as Exhibit D.**

Note: *It is the applicant's burden to demonstrate that it possesses adequate managerial capability, technical capability, and financial capability. Additional supporting information can be supplied at the discretion of the applicant.*

THIS PAGE MUST BE COMPLETED AND SIGNED

REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee. Regardless of the gross operating revenue of a company, a minimum annual assessment fee, as defined by the Commission, is required.

RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Service Commission's rules and orders relating to the provisioning of telecommunications company service in Florida.

APPLICANT ACKNOWLEDGEMENT: By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide telecommunications company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "***Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083.***"

I understand that any false statements can result in being denied a certificate of authority in Florida.

COMPANY OWNER OR OFFICER

Print Name: Terence Kannengieser
Title: CFO
Telephone No.: (646) 603-3065
E-Mail Address: tkannengieser@strome-networks.com

Signature:  Date: 5/1/17

Exhibit A

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF
STROME FIBER HOLDINGS, LLC**

**Dated as of
July 14, 2016**

**OPERATING AGREEMENT
FOR
STROME FIBER HOLDINGS, LLC
A Delaware Limited Liability Company**

THIS OPERATING AGREEMENT is made on July 14, 2016 between Strome Fiber Holdings, LLC, a Delaware limited liability company, and the Member of the Company who agree as follows:

**ARTICLE 1
DEFINITIONS**

For purposes of this Agreement, the following definitions shall apply:

1.1 “Act” means the Delaware Limited Liability Company Act, being Title 6, Section 18-101, et. seq., as may be amended.

1.2 “Admission Agreement” means the agreement executed by any new Member or by any assignee of any membership interest whereby the new Member agrees to be bound by the terms and conditions of this Agreement, the Formation Certificate and any other applicable laws or bylaws. The Admission Agreement shall have the terms and conditions as required by the Manager.

1.3 “Agreement” means this Agreement as it may be amended in accordance with the provisions of Section 8.3 hereof.

1.4 “Capital Account” means the financial record kept by the Company for each Member reflecting any and all capital transactions including, but not necessarily limited to, any capital contributions and any recognized gains or losses of the Company for tax purposes, for each Member in accordance with the terms of this Agreement.

1.5 “Capital Commitment” means the amount as set forth in Exhibit A which each Member agrees to contribute to the capital of the Company upon the execution of this Agreement.

1.6 “Code” means the United States Internal Revenue Code of 1986, as amended.

1.7 “Company” means Strome Fiber Holdings, LLC, a Delaware limited liability company.

1.8 “Formation Certificate” means the Certificate of Formation filed by the Company with the Secretary of State of the State of Delaware.

1.9 “Member(s)” shall collectively refer to the persons who have an ownership interest in the Company and who either execute this Agreement or who shall hereafter be admitted as members of the Company. The term “Member” means any individual who is one of the Members of the Company.

1.10 “Regulations” means the regulations issued by the United States Department of Treasury under the Code.

1.11 “Sharing Ratio” means the percentage interest of each Member in the total capital of the Company as adjusted from time to time to reflect changes in the Capital Accounts of the Members and the total capital in the Company.

ARTICLE 2 ORGANIZATION

2.1 Formation. The Company has been organized as a Delaware limited liability company under and pursuant to the Act by the filing of the Formation Certificate with the Secretary of State of the State of Delaware.

2.2 Name. The name of the Company shall be Strome Fiber Holdings, LLC. The Company may also conduct its business under one or more assumed names.

2.3 Purpose. The purposes of the Company are to engage in any activity for which limited liability companies may be formed under the Act. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

2.4 Duration. The Company shall continue in existence for the period fixed in the Formation Certificate as the duration of the Company or until the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Agreement.

2.5 Effective Date. This Agreement shall be effective as of the earliest of the date of this Agreement and the date of filing of the Formation Certificate and shall continue until terminated.

2.6 Registered Office and Resident Agent. The Registered Office and Resident Agent of the Company shall be as designated in the initial Formation Certificate or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor.

2.7 Conflicts of Interest.

2.7.1 Nothing herein shall be construed to prevent any Member, or any entity in which such person may have an interest, from dealing with the Company in the following circumstances: (a) with the consent of the Members or (b) if (i) the compensation paid or promised for such goods or services is reasonable and is paid only for goods and services actually furnished to the Company, (ii) the goods or services to be furnished shall be reasonable for and necessary to the Company, (iii) the terms for the furnishing of such goods or services shall be at least as favorable to the Company as would be attainable in an arms-length transaction; and (iv) all compensation paid is disclosed to all Members. The burden of proving reasonableness with respect to transactions described in Subsection 2.7.1(b) above shall be upon the Member or Manager receiving the payment.

2.7.2 The Members may have other business interests and may engage in other activities in addition to those relating to the Company. The other business interests and activities of the Members may be of any nature or description and may be engaged in independently or with other Members. Neither the Company nor any Member shall have any right, by virtue of this Agreement or the Company created hereby, in or to such other ventures or activities of a Member or to the income or proceeds derived therefrom, and the pursuit of such ventures, even if competitive with the business of the Company, shall not be deemed wrongful or improper.

ARTICLE 3 BOOKS, RECORDS AND ACCOUNTING

3.1 Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Act and such books and records shall be kept at the Company's Registered Office. The Company shall also maintain at its offices a list of the names and addresses of all Members, which any Member or his or her designated representative may inspect during business hours upon reasonable notice to the Company.

3.2 Fiscal Year; Accounting. The Company's fiscal year shall be the calendar year. The accounting methods and principles to be followed by the Company shall be selected by the Members from time to time.

3.3 Reports. Reports concerning the financial condition and results of operation of the Company and the Capital Accounts of the Members shall be provided to the Members in the time, manner and form as the Members determine. Such reports shall be provided at least annually as soon as practicable after the end of each calendar year and shall include a statement of each Member's share of profits and other items of income, gain, loss, deduction and credit.

3.4 Member's Accounts. Separate Capital Accounts for each Member shall be maintained by the Company. Each Member's Capital Account shall reflect the Member's capital contributions and increases for the Member's share of any net income or gain of the Company. Each Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

3.5 Distribution of Assets. If the Company at any time distributes any of its assets in-kind to any Member, the Capital Account of each Member shall be adjusted to account for that Member's allocable share (as determined below) of the net profits or net losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

3.6 Sale or Exchange of Interest. In the event of a sale or exchange of some or all of a Member's interest in the Company, the Capital Account of the transferring Member shall become the Capital Account of the assignee, to the extent it relates to the portion of the interest transferred.

3.7 Compliance with Section 704(b) of the Code. The provisions of this Agreement as they relate to the maintenance of Capital Accounts are intended, and shall be construed, and, if necessary, modified to cause the allocations of profits, losses, income, gains and credits pursuant to this Agreement to have substantial economic effect under the Regulations promulgated under §704(b) of the Code, in view of the distributions and capital contributions made pursuant to this Agreement.

ARTICLE 4 CAPITAL CONTRIBUTIONS

4.1 Commitments and Contributions. By the execution of this Agreement, the initial Member hereby agrees to contribute to the Company, as the Capital Commitment, the cash and/or other property set opposite their name in the attached Exhibit A. The Member may pay the Capital Commitment according to any schedule established by the Member. The Sharing Ratio for the initial Member is also set forth in Exhibit A. Any additional Member (other than an assignee of a membership interest who has been admitted as a Member) shall make the capital contribution set forth in an Admission Agreement. No interest shall accrue on any capital contribution and no Member shall have any right to withdraw or to be repaid any capital contribution except as provided in this Agreement.

4.2 Additional Contributions. Additional capital over and above the Capital Commitment shall be paid to the Company by the Members as agreed by vote of the Members.

ARTICLE 5 ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations. Except as may be required by the Code or this Agreement, net profits, net losses, and other items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in accordance with their Sharing Ratios.

5.2 Distributions. Distributions may be made to the Members from time to time after the Members determine in their reasonable judgment, that the Company has sufficient cash on hand which exceeds the current and the anticipated needs of the Company to fulfill its business purposes (including, needs for operating expenses, debt service, acquisitions, reserves and mandatory distributions, if any). All distributions shall be made to the Members in accordance with their Sharing Ratios. Distributions shall be in cash or property or partially in both, as determined by the Members. No distribution shall be declared or made if, after giving it effect, it would violate the provisions of applicable law governing the permissibility of distributions by limited liability companies to their members.

5.3 Liquidation. Upon the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a Certificate of Dissolution has been filed as required by the Act. Upon dissolution of the Company, the business and affairs of the Company shall be wound up and the Company liquidated as rapidly as business circumstances permit. The Members shall agree on the appointment of a liquidating trustee (who may or may not be a Member). The assets of the Company shall be liquidated and the proceeds thereof shall be distributed (to the extent permitted by applicable law) in the following order: (a) first, to creditors; (b) second, for reserves reasonably required to provide for liabilities (contingent or otherwise) of the Company; (c) third, to each Member in an amount equal to such Member's positive Capital Account balance; and (d) fourth, pro rata to Members based upon their Sharing Ratios.

ARTICLE 6 DISPOSITION OF MEMBERSHIP INTERESTS

6.1 Assignment of Right to Receive Distributions. A Member may assign such Member's right to receive distributions from the Company in whole or in part at any time upon execution of a written agreement between the assigning Member and the assignee. The assignment of such right does not itself entitle the assignee to participate in the management and affairs of the Company or to become a Member. Such assignee is only entitled to receive, to the extent assigned, the distributions the assigning Member would otherwise be entitled. The assigning Member shall remain a Member and retain all rights and powers of a Member.

6.2 Charging Order. Any Member whose membership interest is subject to a charging order as provided in Section 18-703 of the Act shall remain a Member and retain all rights and powers of a Member except the right to receive distributions to the extent charged. The judgment creditor shall have only the rights of an assignee of a membership interest as provided in Section 6.1.

6.3 Transfer of Membership Interest. A Member may only assign, transfer or encumber such Member's membership interest, in whole or in part, upon the affirmative vote of the Members holding a majority of the total Sharing Ratios. No membership interest shall be transferred if: (i) the disposition would not comply with all applicable state and federal securities laws and regulations; or (ii) the transferee of the membership interest fails to execute an Admission Agreement, and to provide the Managers with the information and other agreements that the Company may require in connection with such a transfer. If admitted, the substitute member has, to the extent assigned, all of the rights and powers, and is subject to all of the restrictions and liabilities of a Member under the Formation Certificate, this Agreement, and the Act.

ARTICLE 7 MEMBERS

7.1 Voting. All Members shall be entitled to vote on any matter submitted to a vote of the Members. Notwithstanding the foregoing, the Members shall have the right to vote on each of the matters identified in Section 8.3 of this Agreement.

7.2 Required Vote. Unless a greater vote is required by the Act, the Formation Certificate or this Agreement, the affirmative vote or consent of Members entitled to vote or consent on such matter assuring a majority of the Sharing Ratios of all Members is required to take or approve any action requiring a Member vote.

7.3 Consent. Any action required or permitted to be taken by the Members may be taken without a meeting, without prior notice, and without a vote. The consent must be in writing, set forth the action so taken, and be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all membership interests entitled to vote on the action were present and voted. Every written consent shall bear the date and signature of each Member who signs the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

ARTICLE 8 MANAGEMENT

8.1 Management of Business. The Company shall be managed by one Manager. (referred to in this Agreement as "Manager" or "Managers"). The initial Manager shall be Mark E. Strome. The terms, duties, compensation and benefits, if any, of the Managers shall be determined by the Members and by this Agreement. If there is more than one Manager and a vote of the Managers is required for any purpose, then each Manager shall have one vote regardless of the Sharing Ratio of any Manager. A Manager need not be a Member.

8.2 General Powers of Managers. Except as may otherwise be provided in this Agreement, the ordinary and usual decisions concerning the business and affairs of the Company shall be made by the Managers. Each Manager has the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including, the power to: (a) purchase, lease or otherwise acquire any real or personal property; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange or otherwise dispose of, or encumber any real or personal property; (c) open one or more depository accounts and make deposits into and checks and withdrawals against such accounts; (d) borrow money, incur liabilities, and other obligations; (e) enter into any and all agreements and execute any and all contracts, documents and instruments; (f) engage employees and agents, define their respective duties, and establish their compensation or remuneration; (g) establish pension plans, trusts, profit sharing plans and other benefit and incentive plans for Members, employees and agents of the Company; (h) obtain insurance covering the business and affairs of the Company and its property, on the lives and well being of its Member employees and agents, and/or errors and omission insurance covering the Company's Members, Manager or others; (i) commence, prosecute or defend any proceeding in the Company's name; and (j) participate with others in partnerships, joint ventures and other associations and strategic alliances.

8.3 Limitations. Notwithstanding the foregoing and any other provision contained in this Agreement to the contrary, no act shall be taken, sum expended, decision made, obligation incurred or power exercised by any Manager on behalf of the Company except by vote of the Members holding a majority of the Sharing Ratios of all Members with respect to (a) the sale, exchange, lease or other transfer of all or substantially all of the assets of the Company other than in the ordinary course of business; (b) any merger; (c) any mortgage, grant of security interest, pledge or encumbrance upon all or substantially all of the assets and property of the Company; (d) any amendment or restatement of the Formation Certificate or this Agreement; (e) the dissolution of the Company; or (f) any act that would contravene any provision of the Formation Certificate or this Agreement or the Act.

8.4 Vacancies. Any Manager vacancy shall be filled by a vote of the Members holding a majority of the Sharing Ratios of all Members. Each Manager so elected shall hold office until his successor is elected by the Members. A Manager vacancy or vacancies shall be deemed to exist in case of the death, resignation or removal of any Manager.

8.5 Removal. Managers may be removed for cause upon an affirmative vote of a majority of the Sharing Ratios of all Members. Managers may be removed without cause upon vote of the Members.

8.6 Appointments. The Managers may from time to time appoint any Member or employee of the Company to perform such duty or duties as are provided to the Managers under this Agreement. Such appointment shall specify the nature of the duty or duties appointed and the time period during which such appointment shall exist.

8.7 Tax Matters Partner. Mark E. Strome shall be the "tax matters partner" and, as such, shall be solely responsible for representing the Company in all dealings with the Internal Revenue Service and any state, local, and foreign tax authorities, but the tax matters partner shall keep the other Members reasonably informed of any Company dealings with any tax agency.

ARTICLE 9 EXCULPATION OF LIABILITY; INDEMNIFICATION

9.1 Exculpation of Liability. Unless otherwise provided by law or expressly assumed, a person who is a Member shall not be liable to any other Member, any Manager, the Company or any third party for the acts, debts or liabilities of the Company.

9.2 Indemnification. Except as otherwise provided in this Article, the Company shall indemnify and hold harmless any Manager and may indemnify and hold harmless any employee or agent of the Company who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Company, by reason of the fact that such person is or was a Manager, employee or agent of the Company against expenses, including attorneys fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if the person acted in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner that such person reasonably believed to be in the best interests of the Company and with respect to a criminal action or proceeding, if such person had no reasonable cause to believe such person's conduct was unlawful. To the extent that a Manager, employee or agent of the Company has been successful on the merits or otherwise in defense of an action, suit or proceeding or in defense of any claim, issue or other matter in the action, suit or proceeding, such person shall be indemnified against actual and reasonable expenses, including attorneys fees, incurred by such person in connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein. Any indemnification permitted under this Article, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made by a vote of the Members holding a majority in interest of the total Sharing Ratios of all Members who are not parties or threatened to be made parties to the action, suit or proceeding. Notwithstanding the foregoing to the contrary, no indemnification shall be provided to any Manager, employee or agent of the Company for or in connection with the receipt of a financial benefit to which such person is not entitled, voting for or assenting to a distribution to Members in violation of this Agreement or the Act, or a knowing violation of law.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Terms. Nouns and pronouns will be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

10.2 Article Headings. The Article headings contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.

10.3 Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same.

10.4 Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto and contains all of the agreements among said parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.

10.5 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

10.6 Notices. Any notice permitted or required under this Agreement shall be conveyed to the party at the address designated in writing by such party and will be deemed to have been given, when deposited in the United States mail, postage paid, or when delivered in person, or by courier or by facsimile transmission.

10.7 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.

10.8 Governing Law. This Agreement is being executed and delivered in the State of Delaware and shall be governed by, construed and enforced in accordance with the laws of the State of Delaware.

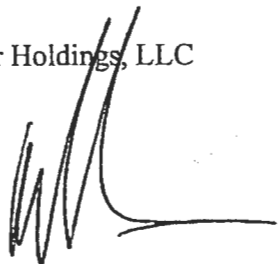
[Signature page follows]

*Signature page to
Strome Fiber Holdings, LLC Operating Agreement
July 14, 2016*

ACCEPTED AND AGREED:

Company

Strome Fiber Holdings, LLC



By: _____

Mark E. Strome
Its: Manager

Member

Strome Investment Management, L.P.,
a Delaware limited partnership

By: Strome Group, Inc.
Its: General Partner

By: _____

Mark E. Strome
Its: CEO/President

EXHIBIT A

<u>MEMBER</u>	<u>CAPITAL COMMITMENT</u>	<u>SHARING RATIO</u>
Strome Investment Management, L.P.	**	100%

**Capital Commitment consists of the contribution of Strome Investment Management, L.P.'s rights under that certain Asset and Real Estate Purchase Agreement dated July 7, 2016.

Exhibit B

M16000198938

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H16000198938 3)))



H160001989383ABCC

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 617-6383

From: Account Name : C T CORPORATION SYSTEM
Account Number : FCA000000023
Phone : (850) 205-8842
Fax Number : (850) 878-5368

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

RECEIVED

2016 AUG 12 AM 10:30

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Foreign Limited Liability Company
Strome Fiber Holdings, LLC

Certificate of Status	0
Certified Copy	0
Page Count	04
Estimated Charge	\$125.00 AUG 15 2016

26 AUG 12 AM 9:33

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

S. YOUNG

Electronic Filing Menu

Corporate Filing Menu

Help

8/12/2016 9:47:10 AM From: To: 8506176383(2/4)

COVER LETTER

TO: Registration Section
Division of Corporations

SUBJECT: Strome Fiber Holdings, LLC

Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Terence Kannengieser and Scott Drake

Name of Person

Strome Networks, LLC

Firm/Company

222 Broadway, 19th Floor

Address

New York, NY 10038

City/State and Zip Code

tkannengieser@strome-networks.com

E-mail address: (to be used for future annual report notification)

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
16 AUG 12 AM 9:33

For further information concerning this matter, please call:

Terence Kannengieser

646

603-3065

Name of Contact Person

at ()

Area Code

Daytime Telephone Number

MAILING ADDRESS:

Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:

Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

\$125.00 Filing Fee

\$130.00 Filing Fee &
Certificate of Status

\$155.00 Filing Fee &
Certified Copy

\$160.00 Filing Fee, Certificate
of Status & Certified Copy

Delaware


The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "STROME FIBER HOLDINGS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF AUGUST, A.D. 2016.

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
16 AUG 12 AM 9:33




Jeffrey W. Bullock, Secretary of State

6096861 8300

SR# 20165329686

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

Authentication: 202813980

Date: 08-11-16

Exhibit C

Terence P. Kannengieser
100 Columbus Drive Apt 2614 Jersey City, NJ 07302
Phone: (917) 416-0661
Email: tpkannengieser@gmail.com

Professional Experience

Professional Certifications: Certified Public Accountant, State of New York
Professional Affiliations: Member of American Institute of Certified Public Accountants

Strome Networks, LLC
New York, New York

August 2016 - Present

Chief Financial Officer

- Highly talented, results-driven senior accounting and financial management executive with a highly diverse background across many industries. Demonstrated the ability to understand and apply complex accounting and operational matters while maintaining focus on the bottom-line profit.
- Successfully spearheaded a bankruptcy transaction to purchase physical assets for effective monetization in a very short period of time.
- Possesses solid managerial, leadership, problem-solving and communication skills to provide future companies with the best potential outcomes in all situations.

Core Qualifications

-
- Accounting & Financial Management
 - Investor Communications & Relations
 - Financial Reporting
 - Financial Planning & Analysis
 - Controls, Processes & Efficiencies
 - Strategy Development
-

Allied Fiber, LLC
New York, New York

November 2014 – July 2016

Controller

- Oversee all US GAAP accounting functions, including but not limited to, directing financial reporting; selection of company policies; creation of internal processes; management of the audit cycle from start to finish and presentation of information to shareholders.
- Perform all Finance department operations within the company during a time of restructuring and potential reorganization specifically focusing on financial modeling, pro-forma balance sheet structure, cash management and product pricing and profit margins.
- Lead the Tax, Human Resources and Information Technology areas within the company during a period of growth in both employees and revenues focusing on live application of best practices.
- Identified special IRC section 467 lease treatment of the revenue generated by the company's contracts and implemented the method by which the company will calculate the proper amounts of rent and imputed interest to be recognized in the company's tax returns over the life of the contracts.
- Created a comprehensive control program and environment for the company which included an enterprise risk matrix specifically covering the compliance, financial reporting, operations and strategic components of the company.

PricewaterhouseCoopers LLP
New York, New York

August 2011 – October 2014

Manager

Assurance – Financial Services – Insurance

- Specializes in the audit of insurance operations for large multi-national life insurance company clients. Perform primary review of audited financial statements; ensuring compliance with US GAAP, IFRS, Statutory principles and regulatory requirements for both private and public corporations.
- Lead audit planning which includes understanding the client's business, regulatory environment and market forces; perform risk assessments; evaluate the design and operating effectiveness of internal controls through review of process narratives, walkthroughs and control testing. As leader for the group audit team provide local teams with detail instructions and guidance for year-end procedures.

- Review client's SEC filings for accuracy, completeness and appropriate disclosures. Discuss new and emerging accounting topics with the client's financial reporting team to ensure compliance with all filing regulations and accounting guidance.
- Facilitate bi-weekly discussions with Chief Accounting Officer, Controller, Engagement Partner, and Senior Management communicating all SOX, internal control, financial statement, compliance, information technology, and operational audit results as well as recommendations.
- Experienced in complex accounting matters, including but not limited to ASC 944, SAB 99, SAS 99, ASC 820, SAB 108, ASC 805, ASC 320, ASC 350, ASC 605, and SSAE 16.
- Establish and maintain client relationships by providing insights on technical accounting matters, reporting requirements, compliance concerns and board discussion topics.
- Prepare and attend presentations to the audit committee detailing audit results and required communications.
- Collaborated with various internal specialists including actuarial, tax, valuation personnel throughout the audit to discuss audit approach, results and identify areas where improvements were achievable.
- Prepare and track internal engagement budgets to analyze cost savings, improve efficiency and maximize engagement realization.
- Participate in firm transformation project to create "smart documentation" for the insurance practice.

O'Connor Davies Munns & Dobbins, LLP
New York, New York

July 2004 – July 2011

Supervisor

Assurance / Tax Preparation & Review

- Drafted and prepared financial statements for employee benefit plan, not-for-profit, privately held corporation and private foundation clients. Presented financial statements to boards of trustees/directors and audit committee members.
- Reviewed federal and state tax returns for employee benefit plans and not-for-profit corporations.

Education

The College of the Holy Cross
Worcester, Massachusetts
Bachelor of Arts in Economics-Accounting

September 2000 – May 2004

Regis High School
New York, New York

September 1996 – June 2000

Technical Skills

- Proficient in: Microsoft Office, Lotus Notes, ProSystem fx Tax, and Adobe Acrobat PDF Writer.

Andrew Thompson

7451 Rozena Drive, Longmont, CO 80503
Tel. +1 720 600 5142 home, +1 631 374 6789 mobile
E-mail andrewthompson6@icloud.com

A versatile, motivated, Technical Project Leader and Engineer who:

- Has managed complex projects and partners in military and civilian environments globally
- Extensive experience in fast paced Infrastructure and hardware development environments
- Is a seasoned Telecommunications Technical expert
- Is highly experienced with Transport Protocols and Network Protocols
- Has managed complex infrastructure projects with multi-year timelines and multi-million dollar budgets
- Experienced in developing and productizing infrastructure facilities

Career History

April 2013 – Present Strome-Networks LLC (formerly Allied Fiber LLC) VP Operations, USA

- Create SOW/POW to support funding efforts during start up cycle
- Create Construction budgets and operational budgets to support funding efforts during start up cycle
- Integral to the Site acquisition process and ROW selection and negotiations during the route selection process
- Working closely with the Design and Civil engineers ensuring the right build conditions and environmental conditions are taken into account during the Network Design phase (Geotech, Wind Loads, Seismic zoning)
- Responsible for the management of up to 50+ direct hire and contract staff at any time
- Engaging and challenging manufacturing teams and engineers to create out of the box solutions to problems
- Responsible for the construction program creation and management throughout the full lifecycle of the projects
- Responsible for all ongoing operational requirements of the completed systems and network
- Responsible for all operational costs and budget reporting cycles
- Responsible for all product selection incorporated in the design and operation of the network and facilities
- Managed Vendor selection and 3rd party contract negotiations
- Integral to the design team for modular datacenter/colocations setting scope and functional parameters in design
- Managed manufacturing process and worked with line managers to increase performance and throughput
- Conducting regular reviews to ensure process and efficiency improved through lessons learned
- Engendered an environment conducive to freethinking and creativity leveraging all team members' skill

June 2010 – April 2013 Infinera Corp. Sub-Sea Technical Program Manager, Global

- Provide training to Tier I and II personnel
- Provide escalation support for Tier II
- Provide technical assistance to Infinera customers from product trial through implementation
- Manage operational aspects of internal hardware development team trials and deployment including:
 - Bug tracking
 - Product lifecycle "gate" process during product development
 - Participated actively in planning meetings and prioritization of tasks
 - Complete control over logistical deployments
 - Responsible for ensuring Trial reports were submitted in a timely manner
 - Working actively with the development teams to maximize efficiencies and time
- Manage operational aspects of customer trials and deployments including:
 - Resolving customer identified problems
 - Representing support in customer AIR meetings
 - Generating Ops review reports and delivering Ops reviews to the customer
 - Driving customer interests within Infinera
 - Communicating to senior Infinera management
 - Providing technical expertise to local account teams
 - Auditing engineering design packages
- Represent support in pre-sales meetings to discuss Infinera professional service offerings

- Plan, manage and execute SOW/contract deliverables for Infinera professional Service offerings
- Assist in customer specific test plan creation
- Review each release of technical documents for accuracy and completeness
- Project management of deployment, upgrades etc
- Management and co-ordination of installation and commissioning partner companies

**Feb 2007 – June 2010 Lighttower Fibre Long Island
Sr. Network Engineer, USA**

- Responsible for daily maintenance on the Lighttower Network
- Performing 24 x 7 on call role in support of network resources
- Responsible for evaluating communications products during procurement
- Responsible for the underlying network to support supervisory systems used in monitoring the multi-vendor network environment
- Supervise field technicians in the deployment of equipment for service delivery ensuring the allocated resources are installed on time and the successful handoff to the customer can take place
- Provide tier 2/3 support for all technicians
- Design network builds in support of customer requests and core requirements
- Manage network roll out for customer specific solutions
- Create documentation in support of field operations enabling the accurate and efficient deployment of network equipment throughout the New York Metro area
- Part of a 3 person team responsible for the design and engineering of fully redundant MPLS network to support multiple regions and services

**Nov 2005 – Feb 2007 Scientia Global Inc.
Senior Public Safety Expert, Technical Manager, Iraq**

- Conduct ongoing review of existing computer aided dispatch and call taker systems to ensure availability and performance
- Modify system parameters as required to update the user interface
- Configuration and integration of the command and control software suite
- Integrate the command and control hardware to the backbone microwave and ITPC (Iraq Telephone and Post Company) fiber network and ensure correct operation and integrity of the inter-nodal connectivity
- Liaise with the Iraq Ministry of Communication to ensure correct allocation of frequencies and bandwidth to be implemented on the advanced first responder system
- Manage technical staff and allocate tasks on a priority basis ensuring efficient usage of time and resources in an extremely volatile and changing environment
- Write installation, test, and commissioning specifications for software and hardware upgrade activities to be performed on the system
- Manage the installation and commissioning of the digital RF network deployed nationwide
- Provide maintenance portals to local sites utilizing satellite uplinks for equipment vendor support exterior to Iraq
- Perform in depth fault finding and provide field engineers with the solutions required to successfully achieve their goal
- Responsible for regular project reporting to senior management and US State Department on the technical progress of the project
- Ensure correct system operation of all backbone services including microwave (short haul and long haul) and fiber equipment
- Liaise with ITPC on fault identification and resolution identification and processes
- Provide technical documentation in support of project activities
- Provide project deliverables to stakeholders to commence transitional phases

2004 – Nov 2005 Vivista Limited.
Senior Field Service Engineer, UK

1999 - 2004 Alcatel Submarine Networks Limited
Sr. Transmission Engineer, Worldwide

1990 - 1999 Royal Corps of Signals, British Army
Systems Engineer (Class 1)

Education

- 2005 Keonig Training School, Goa, India
- 1997 - 1998 Royal Signals Training College, Blandford, England
- 1990 - 1994 Army Apprentice College, Royal Signals, Harrogate, England
- 1986 - 1990 Bedlingtonshire High School, Northumberland, England

Qualifications

- HNC (BSc Equivalent) Electronics and Electrical Engineering
- GCSE Mathematics, English Language, English Literature, Physics,
Technology, Engineering Drawing, Computer Science and German
- C & G Level 3 Computer Maintenance and Repair
- CCNA Cisco Certified Network Associate (lapsed)

CAREER SUMMARY

I'm an executive with a proven track record that includes experience in several different disciplines: finance, business development, operations and the last 20 years overseeing sales and marketing groups. Proven ability to identify unique opportunities and grow revenue and profits for the business segment. Quick ascension within entrepreneurial telecommunications companies demonstrates the ability to handle new competitive environments.

PROFESSIONAL EXPERIENCE AND ACCOMPLISHMENTS

Nick Lenoci Enterprises, Windermere, FL

July 2012-Current

President

Provide executive consulting services related to financing, sales and operations for various companies. Recent engagements include firms in telecommunications and retail products (both perishable and non-perishable forms).

- Developed strategic sales and network initiatives for Access Media 3 ("AM3"), WestStarTV (Cayman Islands), AtlanticNet, LiteStream and ndtArtemis.
- Work with several Private Equity firms on due diligence of various telecom entities.
- Working with CEO and Sales VP of AM3 on growing organic sales and developing a channel strategy.
- Providing business development for the 2nd largest ambulatory and fire services company, Rural/Metro Corp.'s, Specialty Fire Division. Expanding their current market position for fire services in various industries.
- Prepared a business plan and a cost analysis financial study for PodPonics, a start-up agricultural producer out of Atlanta, GA. Worked with the founder to determine the best sales channels for his product.
- Secured a relationship with a 3rd party vendor who is selling the product to a large grocery retailer for several hundred stores in the state of Georgia.

Bright House Networks, Orlando, FL

November 2007 – July 2012

Corporate V.P. Business Solutions

Oversaw the commercial business segment for the 6th largest U.S. based MSO. Managed a staff of over 180 professionals including; sales management, inbound and outbound sales executives, marketing professionals and product personnel.

- Responsible for over \$285M of revenue in 2012 for sales of data, voice and video. This revenue was \$112M when I began at the end of 2007.
- Managed over \$60M in annual capital expenditures for expansion of network and electronic deployment.
- In-charge of commercial product development and a \$6M annual marketing budget.
- Developed business plan for cellular backhaul which led to \$40M in sales in first 3 years.
- Secured largest sale to an entity by winning a RFP from Orange County Public Schools for over \$400k per month for an e-rate project.

INAxS, Inc., Windermere, FL

Sept. 2006 – November 2007

President –

Directed acquisition efforts and secured financing from a group of private equity investors and a major financial institution to acquire fiber network assets throughout the United States.

- Arranged due diligence on several large companies who had dark fiber footprints in various US cities.
- Prepared Letters of Intent ("LOI's) on three companies ranging from \$5M to \$62M in valuation

Looking Glass Networks, Inc., based in Oak Brook, IL... resided in Windermere, FL

Aug, 2001 – Sept 2006

National Vice President- Sales and Marketing

Responsible for Sales and Marketing staff; which covers fourteen (14) Metro Networks as well as a long-haul network between NYC and DC. Manage a staff of over 30 professionals.

- Led initial sales efforts in all cities to provide Lit SONET and Ethernet services and the sale of dark fiber.
- Accomplished external sales goals in all five years of operations despite difficult Telecom market conditions.
- Installed over \$40M of dark fiber sales during initial 5 years of providing service.
- Managed a monthly recurring run rate of over \$7.2M with an additional \$8M of one-time NRR.

McLeodUSA, Inc, Chicago, IL

May, 1999 – July, 2000

Regional Vice President- Sales and Operations -East Region

Responsible for sales and operations in the East Regions of the U.S. including, Northern Illinois, Michigan and Wisconsin. Managed a staff of over 500 professionals including sales executives, customer service representatives and operations personnel; including provisioning and technician staff.

- Led integration efforts of Ovation Communications and McLeod USA during 1999.

NICHOLAS LENOCI, JR.

Ovation Communications, Chicago, IL

July, 1998 – April, 1999

Chief Operating Officer

Responsible for overall profit and loss success of two year old Competitive Local Exchange Company (CLEC) with expected 1999 sales of \$100M, actual property, plant and equipment of \$80M in 6 cities and expected to double in 1999. Managed a staff of over 200 sales professionals, customer service and operations personnel.

- Key participant in January 1999 sale of the company to McLeodUSA for in excess of \$400M. Total invested capital of company at sale was \$135M
- Integrated the acquisition of Phone Michigan, a firm with revenue of \$22M and a staff of over 200 employees

WorldCom, Dallas, TX

April, 1998 - June, 1998

Regional Vice-President - Texas (National Accounts)

Responsible for data sales for in Dallas, Houston, Fort Worth, San Antonio and Austin, TX regions. The five sales teams had new revenue objectives in excess of \$4M and an annual revenue rate of over \$75M.

- Led integration efforts of WorldCom's acquisition of Brooks Fiber Systems in Texas markets
- Achieved 190% of quota during 2nd quarter of 1998

WorldCom, Dallas, TX

Dec. 1996– March 1998

City Vice-President - Sales (National Accounts)

Responsible for sales staff which sells various telecommunications product lines: Private Line Access (traditional MFS product), all Data services (ATM & Frame Relay), Local Switched Dial-tone, Long Distance, Internet Access and International Private Line. Also accountable for city operations which included over \$10M in network expenditures, in excess of 135 "lit" (fiber) buildings, with over 200 miles of fiber route that carries the equivalent of over 1 million voice grade circuits for the former MFS Telecom, Inc.'s local fiber operations.

- Exceeded quota objective by growing local access business by over \$2 million of annualized revenue
- Managed existing staff of 11 sales professionals and support personnel in the former MFS' organization – the 4th largest fiber network in the U.S.
- Finished 1998 at 118% of quota and qualified as one of only 4 City Vice Presidents for company President's Club. In addition, won top manager award for having most A.E. representatives at President's Club (4)
- Led the expansion of the Dallas network that added 40 fiber route miles, 66 new accessed buildings and forecasted revenue in excess of \$1 million of MRR

MFS Communications, Inc., Orlando, FL

March, 1995 – Dec., 1996

City Vice-President - Sales & Operations

Responsible for sales and operations for MFS Telecom, Inc.'s newest local fiber operations

- Managed MFS' city expansion, after establishing all network routes and city franchises
- Hired entire staff of new city and created framework to begin selling and maintaining 45 route miles of a fiber optic network for local telecommunication services.
- Achieved MFS distinction of Orlando being the quickest MFS city to have \$100,000 of Monthly Recurring Revenue, while being constructed under its \$10M budget

Director - Implementation

Nov., 1992 – February, 1995

Responsible for determining when, how and where to construct fiber networks in new markets

- Obtained city franchises/licenses/permits required to construct MFS' fiber optic telecommunication systems in 8 major U.S. cities
- Established relationships and negotiated contracts with rights-of-way (ROW) providers for use of their existing facilities or their easements allowing MFS an alternative means of constructing its telecommunication networks. Negotiated largest ROW deal (over \$3M) for MFS with CSX railroad for use of 300 miles of their rail ROW
- Analyzed potential acquisition targets in potential market expansion areas. Led MFS team in acquisition of MWR Telecom of St. Louis
- Worked closely with inside/outside legal counsel to prepare contracts, franchises and other legal opinions
- Negotiated contracts with 3rd parties leading to the development of MFS' five largest 1993 expansions

NICHOLAS LENOCI, JR

Sr. Manager - Financial Analysis

July, 1991 – October, 1992

Responsible for finalizing all financial, marketing and network costs required for business plan acceptance/denial based on financial returns

- Prepared business plans for expansions of new and existing markets. Completed the initial 8 business plans taken to the Board of Director's for approval
- Performed Return on Investment and Net Present Value analysis for all existing city sales, new business plans and potential acquisitions, as well as, worked closely with M & A Group
- Worked closely with Sales Group and had final responsibility for determining pricing on Special Projects (RFP's) designed for IXC sales and other large customer requirements
- Hand chosen as 1st Development Team member to work with upper management, engineers, and marketing specialists in the newly formed group designed to expand the company's operations

Telesphere Communications, Inc., Oakbrook Terrace, IL

July, 1989 - July, 1991

Sr. Financial Analyst

Responsible for various financial analyses with a long distance company that later merged with another long distance firm in

- Prepared Annual Operating Plan for \$500 million public company
- Performed due diligence work and prepared all the financial models for the acquisition of a \$250 million company that later bought back our assets
- Maintained equity holdings of over 100 million fully diluted shares, including calculations of quarterly & yearly earnings per share, as well as, prepared forecasts for income statement, balance sheet and cash flow
- Handled outside communications with financial analysts and brokers who owned firms stock

Central States Funds, Chicago, IL

June 1986 - July, 1991

Financial Analyst/In-Charge Auditor

- Reviewed monthly investment manager reconciliation's and fees for \$9.0 billion portfolio, as well as, managed \$70M short-term investment portfolio
- First staff ever to be promoted to In-Charge Auditor from Staff Auditor in less than one year

EDUCATION

DePaul University

Master of Business Administration/Finance – May 1990

University of Illinois, Champaign-Urbana

Bachelor of Science Degree in Accounting – May 1986

AFFILIATIONS

Former Board member and early investor in Access Media 3, Inc.

REFERENCES AVAILABLE UPON REQUEST

SCOTT L. DRAKE

Atlanta, GA ♦ Cell: 404-932-4156 ♦ mail.scottdrake@gmail.com

PROFILE: SEASONED TELECOM CFO

Expertise in driving growth, organically and through M&A, and adding value through focused efforts to provide/integrate end-to-end systems to accelerate revenues and improve stakeholder visibility and profitability.

Summary: Seasoned financial executive with 25+ years of comprehensive experience successfully leading organizations through periods of growth, focused on improving profitability, productivity, and market share. Practiced in all aspects of financial operations including strategic planning, system integrations & upgrades, and growth initiatives. Skilled in providing timely and accurate analyses, shrewd suggestions, and practical solutions.

Over twenty-five years of telecom M&A experience identifying, closing and integrating companies, representing over \$750 million in transaction value. Expertise in forklift upgrades to financial, ERP and automation tools across the enterprise to support growth and deliver timely key business metrics.

CORE COMPETENCIES INCLUDE:

Strategic Business Planning & Leadership ♦ Financial Analysis ♦ Mergers & Acquisitions ♦ IPO's ♦ Restructuring Change Management ♦ Forklift Systems Upgrades ♦ Development of Growth Initiatives ♦ Reporting ♦ Acquisition Integration & Consolidation ♦ Stakeholder Communications ♦ Consulting ♦ Process Improvement

RELATED EXPERIENCE & ACHIEVEMENTS

WARBIRD CONSULTING PARTNERS, ATLANTA, GA / DENVER, CO ♦ 9/2012 – PRESENT

Senior Consultant

Various accounting advisory service engagements including: business case development; working capital and performance improvement; pre-IPO preparation; and ERP and financial reporting system implementations.

Engaged by a public communications company with annual revenues of \$18B. Created and developed a new hosted application and related go-to-market plans to drive growth. Made significant upgrades to special pricing financial analyses, processes, and disciplines for the evaluation of large, complex transactions.

- ♦ Successfully authored a 10-year business plan to launch a key growth initiative for the company. The client is now executing this plan.
- ♦ Developed product positioning, value proposition, and key pricing and financial model tools to accelerate evaluation and winning of large revenue opportunities.
- ♦ Completed triage of special pricing functions for large, complex non-standard transactions; directed transition, relocation and migration of special pricing functions to key corporate center.
- ♦ Originated detailed financial plans to fully insource delivery of managed VoIP services for a \$100M five-year incremental customer contract. The Company abandoned its outsourcing strategy, implemented the proposed insourcing plan, increased customer revenues 1.7x and is positioned to yield solid financial returns during the contract term.

BROADVOX, INC. (FORMERLY CYPRESS COMMUNICATIONS, INC.), ATLANTA, GA ♦ 2005 – 9/2012

Executive Vice President & Chief Financial Officer

Broadvox is a leading provider of hosted VoIP business communications in the U.S, supplying cloud-based communications, applications, and high-quality broadband connections to 8k customers; annual revenues of \$110M and 250+ employees.

Recruited by Atlanta-based private equity firm—Arcapita—to Cypress Communications, Inc. to lead the company's accounting and financial operations, strategy and planning to support the Company's growth initiatives. Successfully completed numerous financing transactions to provide for growth and working capital needs.

- ♦ Directed the conversion of the company from a legacy business model to a successful developer and provider of new VoIP technologies.
- ♦ Negotiated asset purchase of a technology company adding \$3M in annual revenues (from acquired customer base) and acquired hosted VoIP technology; achieved full payback of investment within six months.
- ♦ Completed transformation of financial systems and reporting resulting in accelerated delivery of financials; integrated operational and financial metrics into management reporting practices. Lead key initiative to implement systems automation & middleware to accelerate customer installations and revenue generation reducing complex installation intervals by three months.
- ♦ Negotiated/secured senior lending facility of \$10M with \$3M term facility providing working capital and success-based growth capital needs.
- ♦ Secured cumulative \$5M in operating/capital leases to support success-based capex needs of the company.
- ♦ Company sold to Broadvox in January 2011; retained as Chief Financial Officer to oversee consolidated financial operations of the parent company and all subsidiary companies. Led integration efforts resulting in \$9M improvement to EBITDA, from operating losses to EBITDA profitability, following merger of two companies.

TELEFYNE, INC., PENSACOLA, FL ♦ 2002 – 2005

Independent Consultant & Interim Chief Financial Officer

- ♦ Developed business case and go-to-market plans to enable the company to develop leading-edge VoIP technologies and product solutions.
- ♦ Converted and upgraded all financial and billing systems to support the Company's strategic plan growth plans.

Career Note: Details of early career success are available on request during an interview and include:

Co-founder / President / Chief Financial Officer with CIRCLE INTERNATIONAL COMMUNICATIONS, INC. in Boca Raton, FL

Chief Financial Officer with TRESKOM INTERNATIONAL, INC. in Fort Lauderdale, FL

Senior Vice President – Operator Services Division with LDDS / WORLDCOM in Jackson, MS

EDUCATION

Bachelor of Arts Degree with a major in Accounting, University of West Florida

Exhibit D

**A CONFIDENTIAL VERSION OF THIS EXHIBIT WILL BE FILED
UNDER SEAL WITH THE FLORIDA PUBLIC SERVICE COMMISSION**