

Mediacom Telephony of Illinois, LLC :  
: :  
Application for a certificate of :  
Wireless Authority to operate as Reseller :  
of Wireless Telecommunications Services :  
in the State of Illinois. :

**APPLICATION FOR CERTIFICATE TO BECOME A  
TELECOMMUNICATIONS CARRIER**

**I. GENERAL**

1. Applicant's Name (including d/b/a, if any) FEIN # 26-40972402

**Mediacom Telephony of Illinois, LLC**

Address: Street **100 Crystal Run Rd.**

City **Middletown, NY** State/Zip **10941**

*Note: Assumed business names must be provided if and only if registered with the Illinois Secretary of State's Office.*

2. Authority Requested: (Mark all that apply)

Interexchange Service (*Authorities: See Sections 13-401, 13-403 and 13-404 of the IPUA*)

- Facilities Based Prepaid Interexchange Service
- Facilities Based Non-Prepaid Interexchange Service
- Resold Prepaid Interexchange Service
- Resold Non-Prepaid Interexchange Service
- Interexchange Public Pay Telephone Service

Local Exchange Service (*Authorities: See Sections 13-401, 13-404, and 13-405 of the IPUA*)

- Facilities Based Prepaid Local Exchange Service
- Facilities Based Non-Prepaid Local Exchange Service
- Resold Prepaid Local Exchange Service
- Resold Non-Prepaid Local Exchange Service
- Local Exchange Public Pay Telephone Service

Cellular Radio/Wireless Telephone Service (*Authorities: See Section 13-401 of the IPUA*)

- \_\_\_\_ FCC Permitted or Licensed Prepaid Cellular Radio/Wireless Telephone Service
- \_\_\_\_ FCC Permitted or Licensed Non-Prepaid Cellular Radio/Wireless Telephone Svc.
- \_\_\_\_ Resold Prepaid Cellular Radio/Wireless Telephone Service
- \_\_\_\_  Resold Non-Prepaid Cellular Radio/Wireless Telephone Service

\_\_\_\_ Other Telecommunications Services (Specify) (*Authorities: See Section 13-401 of the IPUA*)

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3. For each service that the Applicant is requesting authority to provide, please specify the area or areas of the State for which the applicant is seeking authority to provide such service and the services (as designed in question 2 above) that will be provided in each area.

**Entire State**

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4. Contact Information - Please provide contact information, including name(s), address(es), telephone number(s), and e-mail address(es), for personnel or entities responsible for the areas below:

- a) Issues related to processing this application;

**Bruce Beard**  
**Cinnamon Mueller**  
**1714 Deer Track Trails, Suite 215**  
**St Louis, MO 63131**  
**314-394-1535**  
[bbeard@cm-chi.com](mailto:bbeard@cm-chi.com)  
**Ill. Bar No. 6187429**

- b) Designated agent

In-state: **CT Corporation**  
**208 S. LaSalle St.**  
**Chicago, IL 60604**  
**312-263-1414**

Out-of-State: **Anna Sokolin-Maimon**  
**100 Crystal Run Rd**  
**Middletown, NY 10941**  
**845-695-2610**  
[amaimom@mediacomcc.com](mailto:amaimom@mediacomcc.com)

**Jerold C. Lambert**  
**100 Crystal Run Road**  
**Middletown, NY 10941**  
**845-695-6395**  
[jlambert@mediacomcc.com](mailto:jlambert@mediacomcc.com)

- c) Business Operations
  - i) Consumer issues;
  - ii) Customer complaint resolution;
  - iii) Technical and service quality issues;
  - iv) "Tariff" and pricing issues;
  - v) 9-1-1 issues;
  - vi) Security/law enforcement issues;
  - vii) Regulatory issues.

**Jerold C. Lambert**  
**100 Crystal Run Rd**  
**Middletown, NY 10941**  
**845-695-2610**  
**jlambert@mediacomcc.com**

5. How is the Applicant organized?

- Individual
- Partnership
- Corporation:

Date Corporation was formed: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Other Delaware Limited Liability Company registered to do business in Illinois

6. Please attach a copy of articles of incorporation. Applicants that are not Illinois corporations should also submit a copy of its Certificate of Authority to Transact Business in Illinois as issued by the Secretary of State. **(See Attached)**

7. Has the Applicant been issued by the Federal Communications Commission a construction permit or an operating license to construct or operate a cellular radio system in the areas, or a portion of the area, for which the Applicant seeks a Certificate of Service Authority?

YES  NO

If YES, please provide all relevant license or permit numbers:

8. Does applicant represent that it will comply with all current and future applicable Illinois and Federal laws, rules, and regulations?

YES  NO

**II. MANAGERIAL**  
**Not Applicable for Cellular Radio/Wireless Applicants**

**III. FINANCIAL**  
**Not Applicable for Cellular Radio/Wireless Applicants**

**IV. TECHNICAL**  
Not Applicable for Cellular Radio/Wireless Applicants

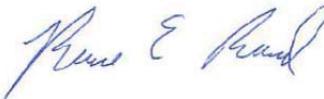
**V. WAIVERS**  
Not Applicable for Cellular Radio/Wireless Applicants

**VI. TELEPHONE ASSISTANCE PROGRAMS**  
Not Applicable for Cellular Radio/Wireless Applicants

**VII. TELEPHONE ASSISTANCE PROGRAMS**

**VIII. 911 SERVICE**  
Not Applicable for Cellular Radio/Wireless Applicants

**IX. PREPAID SERVICE**  
Not Applicable for Cellular Radio/Wireless Applicants

By:   
Bruce Beard, Attorney

Bruce Beard  
Cinnamon Mueller  
1714 Deer Track Trails, Suite 215  
St Louis, MO 63131  
314-394-1535  
bbeard@cm-chi.com  
Ill. Bar No. 6187429



# Articles of Incorporation

## LIMITED LIABILITY COMPANY AGREEMENT

OF

### MCC TELEPHONY OF ILLINOIS, LLC

This Limited Liability Company Agreement (this "Agreement") of MCC Telephony of Illinois, LLC, dated and effective as of January 1, 2008, is entered into by MCC Telephony, LLC, as the sole member (the "Member").

WHEREAS, MCC Telephony of Illinois, Inc. (the "Corporation"), was formed as a Delaware corporation on January 26, 2007;

WHEREAS, by unanimous written consent, the board of directors of the Corporation adopted a resolution adopting and approving the conversion of the Corporation to a limited liability company and this Agreement, and recommending the approval of such conversion and this Agreement to the sole stockholder of the Company, pursuant to Section 266 of the General Corporation Law of the State of Delaware (the "GCL");

WHEREAS, by written consent, the sole stockholder of the Corporation approved the conversion of the Corporation to a limited liability company and this Agreement pursuant to Section 266 of the GCL;

WHEREAS, on the date hereof, the Corporation was converted to a limited liability company pursuant to Section 18-214 of the Delaware Limited Liability Company Act (6 Del. C. § 18-101 *et seq.*), as amended from time to time (the "Act"), and Section 266 of the GCL pursuant to the filing with the Secretary of State of the State of Delaware of a Certificate of Conversion to Limited Liability Company and a Certificate of Formation (the "Conversion"); and

WHEREAS, pursuant to this Agreement and the Conversion, the sole stockholder became a member of the Company, the shares of capital stock in the Corporation were converted into limited liability company interests in the Company, and the sole stockholder of the Corporation became the owner of all of the limited liability company interests in the Company.

The Member, by execution of this Agreement, hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101, *et seq.*), as amended from time to time (the "Act"), and hereby agrees as follows:

1. **Name.** The name of the limited liability company formed hereby is MCC Telephony of Illinois, LLC (the "Company").

2. **Conversion.** Effective as of the time of the Conversion, (i) the Certificate of Incorporation of the Corporation, as amended, and the By-Laws of the Corporation, as amended, are replaced and superseded in their entirety by this Agreement, (ii) all of the shares of capital stock in the Corporation held by the sole stockholder of the Corporation immediately prior to the Conversion are converted into all of the limited liability company interests in the Company, (iii) the sole stockholder of the Corporation is automatically admitted to the Company as the sole member of the Company, (iv) all certificates evidencing shares of capital stock in the Corporation issued by the Corporation and outstanding immediately prior to the Conversion shall be surrendered to the Company, and (v) the Corporation is being continued without dissolution in the form of a Delaware limited liability company.

3. **Certificates.** Bruce Gluckman is hereby designated an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation and Certificate of Conversion of the Company with the Secretary of State of the State of Delaware. Upon the filing of the Certificate of Formation and Certificate of Conversion with the Secretary of State of the State of Delaware, his powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member is hereby authorized to execute, deliver and file any certificates (and any amendments and/or restatements thereof) (i) to be filed in the office of the Secretary of State of the State of Delaware, or (ii) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

4. **Purposes.** The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

5. **Powers.** In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have the power and is hereby authorized to:

(a) Acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(b) Act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

(c) Take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary,

including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

(d) Operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property that may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

(e) Borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;

(f) Invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

(g) Prepay, in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

(h) Enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

(i) Employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

(j) Enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

(k) Do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

6. **Principal Business Office.** The principal business office of the Company shall be located at such location as may hereafter be determined by the Member.

7. **Registered Office.** The address of the registered office of the Company in the State of Delaware is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, in the County of New Castle, Delaware 19801.

8. **Registered Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are The Corporation Trust Company, 1209 Orange Street, Wilmington, in the County of New Castle, Delaware 19801.

9. **Members.** The name and the mailing address of the Member are as follows:

<u>Name</u>	<u>Address</u>
<u>MCC Telephony, LLC</u>	<u>100 Crystal Run Road Middletown, NY 10941</u>

10. **Limited Liability.** Except as otherwise required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

11. **Capital Contributions.** The Member is admitted as a member of the Company upon its execution and delivery of this Agreement. The amount the member paid for its Shares of capital stock of the Corporation is the amount the member is deemed to have contributed to the Company.

12. **Additional Contributions.** The Member is not required to make any additional capital contribution to the Company. However, the Member may at any time make additional capital contributions to the Company.

13. **Allocation of Profits and Losses.** The Company's profits and losses shall be allocated solely to the Member.

14. **Distributions.** Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

15. **Management.** In accordance with Section 18-402 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Notwithstanding any other provision of this Agreement, the Member has the authority to bind the Company and is authorized to execute and deliver any document on behalf of the Company without any vote or consent of any other person or entity.

16. **Officers.** The Member may, from time to time as it deems advisable, select natural persons who are employees or agents of the Company and designate them as officers of the Company (the "Officers") and assign titles (including, without limitation, President, Vice President, Secretary, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the GCL, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 16 may be revoked at any time by the Member. An Officer may be removed with or without cause by the Member.

17. **Other Business.** Notwithstanding any duty otherwise existing at law or in equity, the Member may engage in or possess an interest in other business ventures of every kind and description, independently or with others, and the Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

18. **Exculpation and Indemnification.** No Member or Officer shall be liable to the Company or any person or entity bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct. To the full extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 18 shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.

19. **Assignments.** The Member may at any time assign in whole or in part its limited liability company interest in the Company. The transferee shall be admitted to the Company as a member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. If the Member transfers all of its interest in the Company pursuant to this Section 19, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

20. **Resignation.** The Member may at any time resign from the Company. If the Member resigns pursuant to this Section 20, an additional member shall

be admitted to the Company, subject to Section 21 hereof, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

21. **Admission of Additional Members.** One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

22. **Dissolution.**

(a) The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) at any time there are no members of the Company unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) The bankruptcy (as defined at Sections 18-101 and 18-304 of the Act) of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

23. **Separability of Provisions.** Each provision of this Agreement shall be considered separable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement that are valid, enforceable and legal.

24. **Entire Agreement.** This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

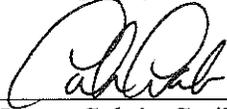
25. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

26. **Amendments.** This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

27. **Sole Benefit of Member.** Except as expressly provided in Section 18, the provisions of this Agreement (including Section 12) are intended solely to benefit the Member and, to the fullest extent permitted by applicable law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor shall be a third-party beneficiary of this Agreement), and no Member shall have any duty or obligation to any creditor of the Company to make any contributions or payments to the Company.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first written above.

MMC Telephony, LLC

By:   
Name: Calvin Craib  
Title: President

**WRITTEN CONSENT  
OF  
THE MANAGING MEMBER  
OF  
MCC TELEPHONY OF ILLINOIS, LLC**

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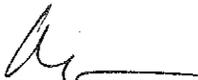
The undersigned, being the managing member of MCC Telephony of Illinois, LLC, a Delaware limited liability company (the "Company"), does hereby consent to the adoption of the following specified resolution and approves and adopts such resolution.

**RESOLVED**, that the following persons be, and each of them hereby is, elected and confirmed to serve in the following designated offices of the Company, to hold such offices until their successors are elected and qualify, or as otherwise provided in the Operating Agreement of the Company:

Daniel P. Templin	-	President
Mark E. Stephan	-	Secretary
John G. Pascarelli	-	Treasurer

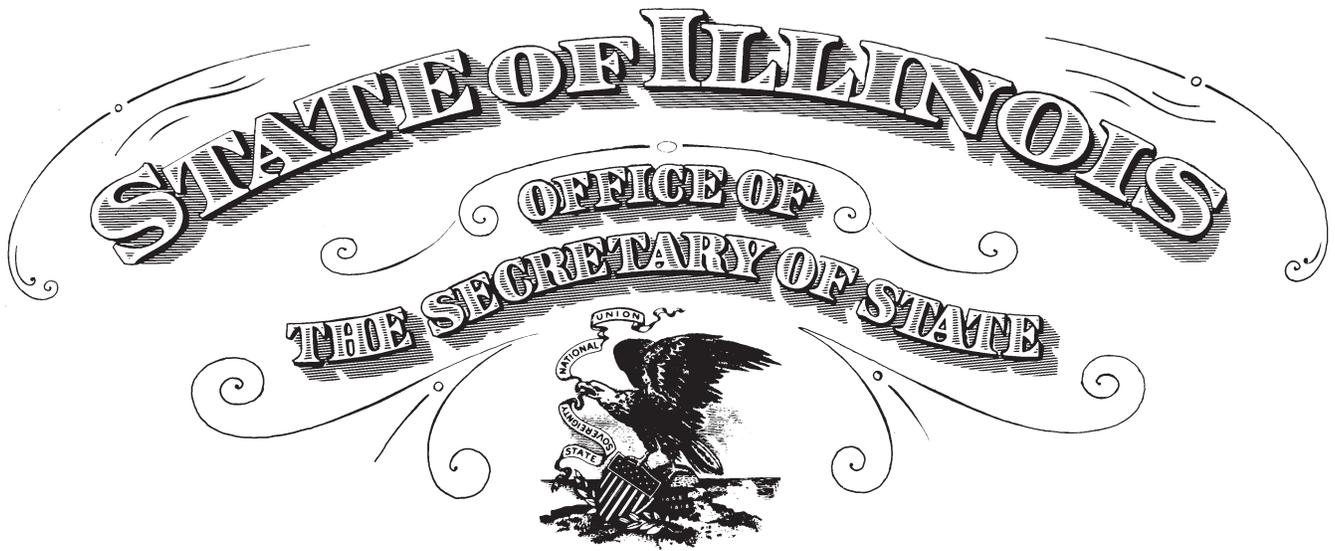
**RESOLVED**, that the appropriate officers of the Company and any person or persons designated and authorized to so act by any such officer of the Company be, and each of them hereby is, authorized and directed, in the name and on behalf of the Company, to execute and deliver, or cause to be executed and delivered, such other instruments, certificates and documents and to do and perform any and all further acts and things which each of them, in his sole discretion, deems necessary, proper or desirable to carry out the purposes and intent of the forgoing resolution. All such acts performed by the above named persons prior to the date of this resolution are hereby confirmed and ratified.

MCC TELEPHONY, LLC  
Member

By:   
\_\_\_\_\_  
Mark E. Stephan  
Secretary

Dated: 12-28-2011

# **Certificate of Good Standing**



***To all to whom these Presents Shall Come, Greeting:***

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

MEDIACOM TELEPHONY OF ILLINOIS, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON MARCH 16, 2009, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



***In Testimony Whereof,*** *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 17TH day of JANUARY A.D. 2013 .*

*Jesse White*