



February 26, 2015

Chairman, Tennessee Regulatory Authority  
c/o Sharla Dillon, Dockets and Records Manager  
502 Deaderick Street, 4th Floor  
Nashville, Tennessee 37243  
Email: sharla.dillon@tn.gov

Re: Docket No. 14-00151, Application of Athena Broadband for a Certificate to  
Provide Competing Local Telecommunications Services in Tennessee

Dear Ms. Dillon:

Please accept the enclosed response of Athena Broadband to the TRA's request for additional information dated February 13, 2015. Enclosed for filing are an original and four (4) copies of the Response of Athena Broadband.

Please contact me should you have any questions or need additional information.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kristopher E. Twomey'. The signature is fluid and cursive, with the first name 'Kristopher' being more prominent.

Kristopher E. Twomey  
Counsel to Athena Broadband

cc: Josh Lynch

**Docket No. 14-00151, Application of Athena Broadband  
for a Certificate to Provide Competing Local  
Telecommunications Services in Tennessee**

Response of Athena Broadband to TRA's February 26, 2015 Data Request

1. Athena Broadband has sent the original surety bond to the TRA Docket Office under separate cover.
2. The initial Partnership Agreement is attached. Please add it to Exhibit 2 as filed with the original application.
3. Rod Parsons began his partnership with Athena Broadband in 2013 after seeing the company's great potential under the leadership of Josh Lynch and his qualified team. Mr. Parsons, a native of Canada, relocated to Middle Tennessee more than 15 years ago. Since that time he has invested in the local community and economy through various business ventures. In addition to owning several medical practices in Bedford County, Mr. Parsons is a key player in various local commercial businesses and real estate investments. Mr. Parsons acts as an adviser to Athena Broadband but has no direct management responsibilities.
4. John Rowland is Chief Operating Officer for Athena Broadband. He oversees the technicians and manages day-to-day operations. There are no additional employees responsible for day-to-day operations.  
  
As for the partners and their roles, Mr. Lynch is CEO and Mr. Rowland serves as COO. Mr. Parsons is an investor and acts as an adviser to Athena Broadband but has no direct management responsibilities.
5. The signed small and minority-owned telecommunications business participation plan is attached. Please add to Exhibit 5 of the original application.

## **PARTNERSHIP AGREEMENT**

This Partnership Agreement (the "Agreement") is made and entered into this April 16, 2012 (the "Effective Date"). The Partners in this Agreement are as follows:

- Joshua R. Lynch
- John W. Rowland III

The Partners to this Agreement agree to the following:

### **Name:**

This Partnership will be known as Athena Broadband (the "Partnership").

### **The Partnership:**

- The Partners wish to become legal partners in business.
- The terms and conditions of their Partnership will be outlined in this Agreement.
- If the Agreement is executed, the Partnership will be in effect on April 16, 2012.
- The Partnership will only be terminated as outlined in this Agreement.
- The Partnership's primary place of business will be 1215 Union Street, Shelbyville, Tennessee, 37160.
- The Partnership will be governed under the laws of the state of Tennessee.
- The Partnership's primary purpose is Internet Service Provider.

### **Contributions:**

The Partners will make an initial contribution to the Partnership as follows:

- Joshua R. Lynch: \$87,500.00
- John W. Rowland III: \$87,500.00

Contributions will be submitted no later than May 31, 2012. All capital contributions are final unless all partners give written consent of withdrawal. All contributions will be deposited into a individual capital account.

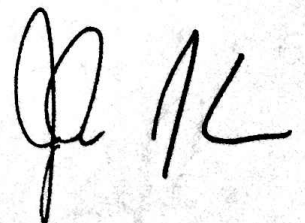
### **Interest and Authority:**

The Partners' ownership interest in the Partnership will be as follows:

- Joshua R. Lynch: 50%
- John W. Rowland III: 50%

The Partners' authority will be defined by the following unless otherwise stated in the Agreement: Any decisions requiring a contract or otherwise will require a unanimous vote by all Partners.

### **Costs:**



The Partners will share costs according to the following percentages:

- Joshua R. Lynch: 50%
- John W. Rowland III: 50%

**Profits:**

The Partners will share the net profits of the Partnership according to the following percentages:

- Joshua R. Lynch: 50%
- John W. Rowland III: 50%

The Profits will be accounted by Joshua R. Lynch and distributed on the 15th of the month according to the above percentages after the costs of the Partnership have been paid according to the above cost percentages.

**Salary:**

All Partners must give their unanimous consent if a permanent salary is to be established and their unanimous consent for the amount of salary to be given to each Partner.

**Accounting:**

- All accounts related to the Partnership including contribution and distribution accounts will be audited every 6 months.
- All Partners will maintain an individual contribution account. All Partners will maintain an individual distribution account. Partners will keep accurate and complete books of account for all accounts related to the Partnership. Any Partner, whether majority or minority, will be allowed to review all books of account at any time they request.
- Accounting records will be kept on an accrual basis.
- The fiscal year will be complete on 12 first of each year. All Partners will present their position on the state of the Partnership within two weeks of the completion of each fiscal year.
- The following partners will be able to sign checks from any joint Partner account:
- Joshua R. Lynch
- John W. Rowland III

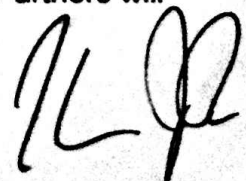
**New Partners:**

The Partnership will amend this agreement to include new partners upon the written and unanimous vote of all Partners.

The name of the Partnership may be amended if a new Partner is added to the Partnership upon the written and unanimous vote of all Partners.

**Withdrawal or Death:**

The Partners hereby reserve the right to withdraw from the Partnership at any time. Should a Partner withdraw from the Partnership because of choice or death, the remaining Partners will have the option to buy out the remaining shares of the Partnership. Should the Partners agree to buy out the shares, the shares will be bought in equal amounts by all Partners. The Partners agree to hire an outside firm to assess the value of the remaining shares. The Partners will



have 60 days to decide if they want to buy the remaining shares together and disperse them equally. If all Partners do not agree to buy the shares, individual Partners will then have the right to buy the shares individually. If more than one Partner requests to buy the remaining shares, the shares will be split equally among those Partners wishing to purchase the shares. Should all Partners agree by unanimous vote, the Partnership may choose to allow a non-Partner to buy the shares thereby replacing the previous Partner.

If no individual Partner(s) finalize a purchase agreement by 60 days, the Partnership will be dissolved.

The name of the Partnership may be amended upon the written and unanimous vote of all Partners if a Partner is successfully bought out.

#### **Dissolution:**

Should the Partnership be dissolved by unanimous vote, the Partnership will be liquidated, and the debts will be paid. All remaining funds after debts have been paid will be distributed based on the percentage of ownership interest outlined in this Agreement.

#### **Amendments:**

- Amendments may be made hereto upon the unanimous and written consent of all Partners.
- Amendments must be expressly written and have the original signatures of all Partners.

#### **Settling Disputes:**

All Partners agree to enter into mediation before filing suit against any other Partner or the Partnership for any dispute arising from this Agreement or Partnership. Partners agree to attend one session of mediation before filing suit. If any Partner does not attend mediation, or the dispute is not settled after one session of mediation, the Partners are free to file suit. Any law suits will be under the jurisdiction of the state of Tennessee.

**IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the Effective Date first written above.**

Signature: \_\_\_\_\_

Joshua R. Lynch

Date: \_\_\_\_\_

4-26-2012

Signature: \_\_\_\_\_

John W. Rowland III

Date: \_\_\_\_\_

4-26-2012

Witnessed this 26<sup>th</sup> day of April, 2012.

by Robert Graham

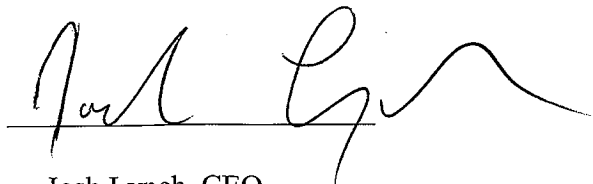
- Bob Graham

931-224-7291

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

#### **IV. RECORDS AND COMPLIANCE REPORTS**

Athena Broadband will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, Athena Broadband will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan. Athena Broadband will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, Athena Broadband will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.



Josh Lynch, CEO