

FILE

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15-1705-TRACE

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September 29, 2015

Via Facsimile

Secretary
Public Utilities Commission of Ohio
Attn: Docketing Division
180 East Broad Street
Columbus, OH 43215-3793

PUCO

2015 SEP 29 PM 1:43

RECEIVED-DOCKETING DIV

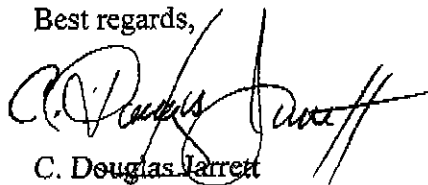
**Re: American Cell, LLC – Application for Approval of Authority to Offer,
Telecommunications Services to the Public in the State of Ohio
[Revised Cover Letter]**

To Whom It May Concern:

American Cell, LLC ("Applicant"), by and through its undersigned counsel, hereby respectfully submits the enclosed Telecommunications Filing Form, Telecommunications Supplemental Application Form for Carrier Certification ("Applications"), exhibits, and one copy of the Applications and exhibits. Also enclosed, please find one pink-tabbed copy of this Application that we ask you to date-stamp and return in the enclosed self-addressed stamped envelope.

Should you have any questions pertaining to these documents, please contact me or my associate, Alyssia Bryant (bryanta@khlaw.com; (202) 434-4156).

Best regards,


C. Douglas Jarrett

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The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of American Cell, LLC)
to provide telecommunications services to the public in Ohio)

TRF Docket No. 90-_____

Case No. 15 - 1705-TP - ACE

NOTE: Unless you have reserved a Case #, leave the "Case No" fields
BLANK.

Name of Registrant(s) American Cell, LLC

DBA(s) of Registrant(s) N/A

Address of Registrant(s) 3334 Morrison Ave., Cincinnati, OH 45220

Company Web Address _____

Regulatory Contact Person(s) Joe Sterbling

Phone (513) 708-8125

Fax (740) 927-0014

Regulatory Contact Person's Email Address _____

Contact Person for Annual Report Jonathan Garn

Phone (419) 680-0396

Address (if different from above) 3334 Morrison Ave., Cincinnati, OH 45220

Consumer Contact Information Same as above

Phone _____

Address (if different from above) _____

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE 1-6-08 * (Auto 30- day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input checked="" type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 day)	<input type="checkbox"/> UNC 1-6-09 * (Non-Auto)

*Supplemental Certification forms can be found on the Commission Web Page.

Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)

* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See 4901:1-6-24	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT
Compliance with Commission Rules

I am an officer/agent of the applicant corporation, American Cell, LLC, and am authorized to make this statement on its behalf.
Jonathan Garn

(Name)

Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☒ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 9/28/15 at (Location) Reynoldsburg, OH
*(Signature and Title) [Signature] CFO (Date) 9/28/15

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Jonathan Garn, verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) [Signature] CFO (Date) 9/28/15
*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793
Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
for CARRIER CERTIFICATION

(Effective: 01/20/2011)

(Pursuant to Case No. 10-1010-TP-ORD)

NOTE: This SUPPLEMENTAL form must be used WITH the
TELECOMMUNICATIONS FILING FORM for ROUTINE PROCEEDINGS.

In the Matter of the Application of American Cell, LLC
to provide telecommunications services to the public in Ohio

Case No. _____ - _____ - **TP** - _____

Name of Registrant(s) American Cell, LLC
DBA(s) of Registrant(s) N/A
Address of Registrant(s) 3334 Morrison Ave. Cincinnati, OH 45220

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

List of Required Exhibits

Tariffs: (Include all that apply)

☐ Interexchange Tariff

☐ Local Tariff

☐ CESTC Tariff

☒ Carrier-to-Carrier (Access) Tariff

Description of Services

☐ Service provisioned via Resale

☐ Service provisioned via Facilities

☐ Both Resold and Facilities-based

☒ Description of Proposed Services

☐ Statement about the provision of
CTS services

☒ Description of the general
geographic area served

☒ Explanation of how the proposed
services in the proposed market
area are in the public interest.

☒ Description of the class of customers (e.g., residence, business) that the
applicant intends to serve

Business Requirements

Evidence of Registration with:

☒ Ohio Department of Taxation

☒ Ohio Secretary of State¹ &
Certificate of Good Standing

Documentation attesting to the applicant's financial viability, including the following:

☒ An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application.

☒ Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions

☒ Documentation to support the applicant's cash and funding sources.

Documentation attesting to the applicant's managerial ability and corporate structure, including the following:

☒ Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area

☒ List of names, addresses, and phone numbers of officers and directors, or partners.

☒ Documentation indicating the applicant's corporate structure and ownership

☒ Information regarding any similar operations in other states.

If this company has been previously certified in the State of Ohio, include that certification number _____

☒ Verification that the applicant will follow federal communications commission (FCC) accounting requirements, if applicable.

¹ Certification from Ohio Secretary of State (domestic or foreign corporation, authorized use of fictitious name, etc.), and Certificate of Good Standing is required.

Documentation attesting to the applicant's proposed interactions with other Carriers

- ☒ Explanation as to whether rates are derived through (check all applicable):
☐ interconnection agreement ☒ retail tariffs ☐ resale tariffs
- ☐ Explanation as to which service areas company currently has an approved interconnection or resale agreement.
- ☐ A notarized affidavit accompanied by bona fide letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.

Documentation attesting to the applicant's proposed interactions with Customers

- ☒ A sample copy of the customer bill and disconnection notice the applicant plans to utilize.
- ☐ Provide a copy of any customer application form required in order to establish residential service, if applicable.
- ☐ For CLECs, List of Ohio ILEC Exchanges the applicant intends to serve
(Use spreadsheet from: http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357)
- ☐ If Mirroring the entire ILEC local service areas, tariffs may incorporate by reference. If not mirroring the entire ILEC local exchange areas, the CLEC shall specifically define its local service areas in the tariff.

Affidavit

I am an authorized representative of the applicant corporation _____

(Name)

JONATHAN GAER

and I am authorized to make this statement on its behalf. I attest that I have utilized the Telecommunications Supplemental Application Form for Carrier Certification provided by the Commission, and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct.

Executed on

9/28/15

at

Reynoldsburg, OH

[Signature], CFO

(Signature and Title)

9/28/15

(Date)

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of

AMERICAN CELL, LLC

For Approval to Offer, Render, Furnish,
or Supply Telecommunications Services
to the Public in Ohio

)
)
)
)
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)

Case No. ____ - ____ - TP-____

**TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
FOR CARRIER CERTIFICATION**

C. Douglas Jarrett, Esq.
Alyssia J. Bryant, Esq.
Keller and Heckman LLP
1001 G Street, N.W.
Suite 500 West
Washington, D.C. 20001

Its Attorneys

September 25, 2015

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of)	
)	
AMERICAN CELL, LLC)	Case No. ____ - ____ - TP- ____
)	
For Approval to Offer, Render, Furnish,)	
or Supply Telecommunications Services)	
to the Public in Ohio)	

To the Public Utilities Commission of Ohio:

**TELECOMMUNICATIONS SUPPLEMENTAL APPLICATION FORM
FOR CARRIER CERTIFICATION**

REQUIRED EXHIBITS

1. TARIFFS:

Enclosed as **Exhibit A** is Applicant's proposed initial Tariff.

2. DESCRIPTION OF SERVICES

Applicant seeks authority to offer telecommunications services over its planned fiber network, which will be limited to facilities-based, very high capacity, non-switched (Ethernet) dedicated services to other telecommunications carriers, wireless carriers, large and small businesses, government agencies, educational institutions, and other entities interested in obtaining dedicated high capacity services. It will provide service to any other customer upon reasonable request. Applicant proposes to offer services between 10-1000 Mbps. It will provide interstate and intrastate services. The Applicant does not plan to offer voice services. Applicant may also provide dark fiber, particularly to wireless carriers. Applicant will provide services throughout the state of Ohio.

3. BUSINESS REQUIREMENTS:

Enclosed as **Exhibit B** is Applicant's evidence of registration with the Ohio Department of Taxation, Certification from the Ohio Secretary of State, and Certificate of Good Standing.

ADDITIONAL DOCUMENTATION:

A) Financial Viability

Enclosed as **Exhibit C** is a general description of the Applicant's projections based on its proposed business activity in Ohio for the period ending December 2016 and Applicant's projected income statement for the first year of operation.

B) Managerial Capability & Corporate Structure

Applicant's principal employees are Garry Lucas, Joseph Sterbling, and Jonathan Garn.

Joseph Sterbling

3334 Morrison Ave.
Cincinnati, OH 45220
Telephone: (513) 708-8125
Facsimile: (740) 927-0014

With over 30 years in the communications industry Joseph Sterbling is an accomplished telecommunications executive with up to date roll up the sleeves Integration test experience and a consistent track record of innovation and leadership. Adept at all aspects for implementation of wireless and wire line telecommunications macro and DAS, he brings to the table bid walks, estimates, construction vendor management, transport test and turn up, wireless construction management and field network management. He offers expertise, including orchestration of planning, design, implementation, and maintenance of communications systems, products, networks and successfully bringing new installations up and operational ahead of schedule and under budget. He manages all activities of field engineers and vendors in new and existing markets while providing leadership, strategic direction, and project management expertise at the corporate level.

Garry Lucas

3334 Morrison Ave.
Cincinnati, OH 45220
Telephone: (740) 927-1374

Facsimile: (740) 927-0014

An industry veteran of 33 years, serving as General Manager of multiple system operations, Regional Engineering Manager for a large MSO, Executive Engineering Manager for a regional telecom. Accomplishments include completion of 37 county fiber build totaling over 2000 miles, consolidation of three cable systems under one operating company covering four states, contributing to company growth through acquisitions, system upgrades, product deployment, technical training programs, and establishing technical standards.

Embracing the core values of integrity, innovation, and growth, Garry develops his team to perform with highest expectations. His experience and education are valuable tools for strategic planning, company development, and successful results.

Jonathan Garn

3334 Morrison Ave.
Cincinnati, OH 45220
Telephone: (419) 680-0396
Facsimile: (740) 927-0014

Jonathan Garn is the Chief Financial Officer of American Cell, and comes with over 15 years of experience in that role with various companies. He is a CPA with public accounting experience in the Big 4, spending his early years at PricewaterhouseCoopers, LLP. There he focused on a wide range of clients from start-ups to middle market. Since then, he has gained a wealth of knowledge and experience in mergers and acquisitions, business expansion, technology, and cost accounting. Jonathan's skill and experience will be an asset to the company and will be key to its growth.

Applicant is a foreign limited liability company, organized under laws of the state of Ohio. Applicant is wholly-owned by Thayer Power and Communication Line Construction Co., LLC (Affiliate). Affiliate's address is:

Thayer Power & Communication Line Construction Co., LLC
7400 Market Rd.
Fairview, Pennsylvania 16415

Affiliate is engaged in electrical power and telecommunications cable and tower construction and related civil work.

Applicant plans to operate similarly in the following states: Pennsylvania, North Carolina, Michigan, and Indiana.

Applicant will follow Federal Communications Commission (FCC) accounting requirements, if applicable.

C) Proposed Interactions With Carriers

The rates in Applicant's tariff are the rates for the dedicated, high capacity services it proposes to offer. The rates are based on American Cell's assessment of rates for the high capacity services that it proposes to offer. American Cell does not propose to offer switched services or enter into interconnection agreements (for exchange of local traffic) with incumbent local exchange carriers.

D) Proposed Interactions With Customers

A sample copy of a customer bill and disconnection notice that Applicant plans to utilize is enclosed as **Exhibit D**.

EXHIBIT LIST

EXHIBIT A	Proposed Initial Tariff
EXHIBIT B	Evidence of registration with the Ohio Department of Taxation, Certification from the Ohio Secretary of State, and Certificate of Good Standing.
EXHIBIT C	Evidence of Applicant's Financial Viability
EXHIBIT D	Sample Copy of Customer Bill

EXHIBIT A

PROPOSED INITIAL TARIFF

COMPETITIVE ACCESS PROVIDER SERVICES

American Cell, LLC
Regulations and Schedule of Charges

This Tariff contains the regulations and rates applicable to the furnishing of competitive access provider ("CAP") services, namely, intrastate facilities-based, dedicated Ethernet service provided over American Cell, LLC's fiber network in Ohio. Any provisions contained in this Tariff that are inconsistent with applicable Ohio or Federal laws will be deemed inoperative and superseded.

Issued:

Effective:

Joseph Sterbling, Vice-President of Operations
American Cell, LLC
3334 Morrison Avenue
Cincinnati, Ohio 45220

CHECK SHEET

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

<u>SHEET</u>	<u>REVISIONS</u>	<u>SHEET</u>	<u>REVISIONS</u>
Title Page	Original	28	Original
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	Original		
8	Original		
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27	Original		

ISSUE DATE:**EFFECTIVE DATE:**

Issued under authority of the Public Utilities Commission of Ohio Case No. _____

Joseph Sterbling, Vice-President of Operations

American Cell, LLC

3334 Morrison Avenue

Cincinnati, Ohio 45220

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ISSUE DATE:**EFFECTIVE DATE:**

Issued under authority of the Public Utilities Commission of Ohio Case No. _____

Joseph Sterbling, Vice-President of Operations

American Cell, LLC

3334 Morrison Avenue

Cincinnati, Ohio 45220

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ISSUE DATE:

EFFECTIVE DATE:

Issued under authority of the Public Utilities Commission of Ohio Case No. _____

Joseph Sterbling, Vice-President of Operations
American Cell, LLC
3334 Morrison Avenue
Cincinnati, Ohio 45220

ISSUE DATE:

EFFECTIVE DATE:

Issued under authority of the Public Utilities Commission of Ohio Case No. _____

Joseph Sterbling, Vice-President of Operations

American Cell, LLC
3334 Morrison Avenue
Cincinnati, Ohio 45220

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet American Cell the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

ISSUE DATE:

EFFECTIVE DATE:

Issued under authority of the Public Utilities Commission of Ohio Case No. _____

Joseph Sterbling, Vice-President of Operations
American Cell, LLC
3334 Morrison Avenue
Cincinnati, Ohio 45220

LIST OF MODIFICATIONS

ISSUE DATE:

EFFECTIVE DATE:

Issued under authority of the Public Utilities Commission of Ohio Case No. _____

Joseph Sterbling, Vice-President of Operations

American Cell, LLC

3334 Morrison Avenue

Cincinnati, Ohio 45220

APPLICATION OF TARIFF

This Tariff applies to the intrastate services supplied to Customers for origination and termination of traffic to and from the facilities of American Cell, LLC.

This Tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications. A communication is "intrastate" only if all points of origin and termination are located within Ohio.

SERVICE OFFERED

Company is a facilities-based provider of wholesale competitive Access Services. Service is offered via the Company's facilities or in connection with transmission facilities of other companies. The dedicated high-speed digital service provided includes the furnishing of intrastate interLATA and intraLATA Dedicated Telecommunications services in connection with one-way and/or two-way information transmission originating from non-residential user points within Ohio. Company may also lease its dedicated and private line communications infrastructure to wireless carriers, enterprise customers, including state and local governments, educational institutions, for high bandwidth, video and data networks.

ISSUE DATE:**EFFECTIVE DATE:****Issued under authority of the Public Utilities Commission of Ohio Case No. _____**

Joseph Sterbling, Vice-President of Operations

American Cell, LLC

3334 Morrison Avenue

Cincinnati, Ohio 45220

EXPLANATION OF SYMBOLS USED IN THIS TARIFF

The following symbols shall be used in this Tariff for the purposes indicated below:

- (I) To signify increased rate
- (C) Indicates a change
- (D) To signify decreased rate

ISSUE DATE:

EFFECTIVE DATE:

Issued under authority of the Public Utilities Commission of Ohio Case No. _____

Joseph Sterbling, Vice-President of Operations

American Cell, LLC
3334 Morrison Avenue
Cincinnati, Ohio 45220

SECTION 1: DEFINITION OF TERMS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise requires:

American Cell: American Cell, LLC, an Ohio company, is a telecommunications company providing telecommunications services and facilities and information services facilities.

Acceptance Testing: Normal testing procedures agreed upon by American Cell and Customer by which a circuit is deemed ready for Service.

Additional Engineering Charges: Charges applicable for engineering services done outside the normal engineering parameters. Any charge incurred will be presented to the Customer before actual billing of charge.

Administrative Change: A Customer-initiated request or activity that results in a change of the Carrier's documentation of records.

Administrative Charge: The charge Customer is assessed for the provision of administrative services by American Cell, including the consolidation of billings and financing.

Applicant: A carrier, firm, partnership, association, company, corporation, government agency or other entity which makes an application for service in order to subscribe to the service or facilities.

Application for Service: A standard Company Order form which includes all technical and descriptive information which will enable American Cell to provide the communication Services or facilities, or both, as requested by the Applicant and as provided by the Carrier.

Bandwidth: The total line rate, expressed in bits per second and allocated for a Circuit which provides the path for transmission of voice, data, and/or video to or from the Customer's Premises.

Cancellation: A Customer-initiated request to discontinue processing of a Service Order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Dedicated American Cell Line canceled at any time beginning from the date of a Service Order until prior to its completion.

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Carrier: A company which provides communication Circuits.

Carrier Serving Office: The Point of Presence of any Carrier where service originates or terminates.

Channel Mileage: Distance calculated between two American Cell Points of Presence.

Circuit or Channel: A unit of Bandwidth utilization for any given speed of Service.

Commission of PUCO: The Public Utilities Commission of Ohio.

Company Disconnect Credit: Credit for the disconnection of Service or the provision of equipment where the final Service period is less than the monthly billing period.

Customer: The person, firm, corporation or other legal entity that contracts with American Cell to receive Services from American Cell. The Customer is responsible for the payment of all of American Cell's rates and charges for such Services in compliance with the provisions of this Tariff and the contract entered into between the Customer and American Cell.

Customer Provided Equipment: Terminal equipment, as defined herein, provided by a Customer.

Dedicated Service: A connection that provides a Channel/Circuit for transmission of voice, data and/or video that is dedicated for the sole use of the Customer that extends between Customer locations and may include services provided by another telecommunications carrier.

Disconnection: The disconnection of an installed Circuit, Dedicated Access Line, or other dedicated facility used for existing Service.

Ethernet: A digital telecommunications transmission technology based on the IEEE 802.3 standard, as revised.

Expedited Service Order: A Service Order which, in compliance with a Customer request, is completed in a time period shorter than American Cell's standard Service interval.

Fiber Optic Cable: A cable that contains thin filaments of glass through which light beams are transmitted over long distances and which can carry enormous amounts of data.

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Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

IXC: Interexchange Carrier.

Installation: The connection of a Circuit, or Dedicated Access Line, or other dedicated facility for new or additional Service.

Installation Charge: A non-recurring charge made at the time of installation of Service which may apply in place of or in addition to service charges and applicable charges for service.

Intrastate Service: Provides a point-to-point communications path between a Customer's premises or collocated interconnection location and an end-user's premises for originating and terminating communications services within the state.

LEC: Local Exchange Carrier. A LEC may be an incumbent local exchange carrier ("ILEC") or a competitive local exchange carrier ("CLEC")

Local Facilities: Any facility provided by another service provider that provides a connection between a Customer's Premises and American Cell's Network.

Mbps: One million bits per second.

Moves: Changes in the physical location (whether on the same or different Premises) of Service components and items of equipment provided by American Cell, without discontinuance of Service, when made at the request of the Customer.

Network or American Cell's Network. The facilities constructed, owned or leased by AMERICAN CELL for the Provision of Dedicated Service.

Nonrecurring Charges: One-time charges that apply for specific work activity performed by American Cell.

Other Carrier: A person, firm, corporation, or entity, which provides communication services or facilities, or both, including but not limited to, Local Exchange Carriers, IXCs and other services providers are "Other Carriers."

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Outage Credit: Credit allowance for an interruption of Service or equipment, which starts when the Customer notifies AMERICAN CELL, credited on a prorated basis as set forth herein.

Physical Change: The modification of an existing Circuit, Dedicated Access Line or port, made at the request of the Customer, requiring equipment or facility rearrangement.

Premises: A building, tower or other physical point on continuous property not separated by a public right-of-way.

Service: End-to-end telecommunications capacity in various increments, associated termination electronics or multiplex equipment and, as applicable, resold dedicated service American Cell acquires from an IXC or ILEC.

Service Order: A standard order form which includes all pertinent charges, technical, and other descriptive information which will enable American Cell to provide Service.

Service Rearrangements: Changes to existing Services that may be either administrative or physical.

Special Services: Any request for Service that is not defined.

Terminal Equipment: Devices, apparatus and their associated wiring, such routers or switches that can be provided by Customers or AMERICAN Cell. Terminal Equipment is not subject to this Tariff.

Transmission Speed: Data transmission speed or rate, in bits per second (bps).

Volume Discount: A pricing concept that rewards customers for committing to a substantial quantity of services or for extended periods of time or both.

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SECTION 2: RULES AND REGULATIONS

2.1 Conditions and Obligations of Customer.

2.1.1 General Customer Conditions. American Cell Service may be used for the transmission of communications of the Customer provided that:

- A. The Customer has entered into a written contract with AMERICAN CELL, substantially embodying the terms and conditions described herein.
- B. The Customer shall not use AMERICAN CELL Services for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking.
- C. The Customer, upon request of AMERICAN CELL, shall furnish such information as may be required to permit AMERICAN CELL to design and maintain the Services it offers and to assure that the Service arrangement is in accordance with provisions of this Tariff and the contract entered into between the Customer and AMERICAN CELL.

2.1.2 General Customer Obligations. The Customer shall be responsible for:

- A. Ensuring compatibility of Customer Premises Equipment with the interface equipment provided, specified and/or agreed to by AMERICAN CELL.
- B. Damage to facilities of AMERICAN CELL caused by the negligence or willful act of the Customer.
- C. Shutting down its transmission of signals if AMERICAN CELL determines that said transmission is causing interference to others.
- D. Reimbursing AMERICAN CELL for any loss or theft of AMERICAN CELL's equipment or facilities installed on the Customer's Premises.
- E. The provision of the power required to operate AMERICAN CELL's equipment or facilities installed on the Customer's Premises.

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- F. The provision, installation and maintenance of sealed conduit with explosive proof fittings between equipment or facilities furnished by AMERICAN CELL in an explosive atmosphere and points outside the hazardous area where connection may be made with the facilities or equipment of AMERICAN CELL. The Customer may be required to install and maintain AMERICAN CELL's equipment or facilities within the hazardous area if, in the opinion of AMERICAN CELL, injury or damage to its employees or property might result from installation or maintenance by AMERICAN CELL.
- G. Obtaining permission for AMERICAN CELL's agents or employees to enter the Premises of the Customer at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of the Service, removing the facilities and equipment of AMERICAN CELL.
- H. Making AMERICAN CELL's facilities and equipment available periodically for maintenance purposes at a time agreeable to both AMERICAN CELL and the Customer, and providing for reasonable American Celless to those facilities and equipment.
- I. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of any agent's authority shall not be binding on AMERICAN CELL.
- J. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and AMERICAN CELL governing Service and payment for Service.
- K. Providing American Cell access at any time to any of the rights-of-way, conduit and equipment space starting at and from the point of entry to the Customer's location to the termination point where Service is finally delivered to Customer at any time so that AMERICAN CELL's authorized personnel, employees, or agents may install, repair, maintain, inspect, replace or remove any and all facilities and equipment provided by AMERICAN CELL. American Cell access to such sites shall be made available at a time mutually agreeable to Customer and AMERICAN CELL. Customer acknowledges that, when repair work is required to restore Services after interruption, it may be necessary to provide the access on a twenty-four hour, seven-day a week basis. AMERICAN CELL shall also have the right to obtain access to the cable installed in Customer provided conduit at

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any splice or junction box. No Outage Credit will be made for the period during which Service is interrupted for such purposes.

- L. Providing the necessary equipment space, conduit, electrical power and suitable environmental conditions required to provide the Services, as specified by AMERICAN CELL, at each Customer termination point, without charge or cost to AMERICAN CELL. Customer agrees to take good care of Premises equipment and building wiring provided by AMERICAN CELL as part of the Services. Customer agrees to return such equipment and wiring to AMERICAN CELL at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to AMERICAN CELL's equipment or wiring located in Customer's Premises, except where such loss or damage is caused solely by AMERICAN CELL. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and rights-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. AMERICAN CELL shall install such wiring and equipment at Customer's cost and as reasonably directed by Customer to comply with lease or other contractual obligations to which Customer is a party.

2.2 Obligations of AMERICAN CELL.

2.2.1 Undertaking.

The undertaking of AMERICAN CELL is to furnish Service as limited by the terms and conditions of the Tariff and contract entered into between the Customer and AMERICAN CELL, and is also dependent upon AMERICAN CELL's ability to secure and retain, without unreasonable expense, suitable facilities and rights for construction and maintenance thereof.

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2.2.2 Limitations.

- A. AMERICAN CELL shall not be responsible for installation, operation or maintenance of any customer premises equipment or communications systems provided by a Customer. AMERICAN CELL's Service is not represented as adapted to the use of such Customer equipment. The responsibility of AMERICAN CELL shall be limited to the furnishing of Service and to maintenance and operation of such Service as requested in a specific Service Order. The furnishing of Service will require certain physical arrangements of the facilities of AMERICAN CELL and is, therefore, subject to the availability of such facilities. Service is offered subject to the availability of the necessary facilities and/or equipment and is limited to the capacity of AMERICAN CELL's Fiber Optic Cable facilities as well as facilities AMERICAN CELL may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of AMERICAN CELL and further subject to the provisions of this Tariff. AMERICAN CELL reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available at reasonable costs or having reasonable times to repair.
- B. Title to all facilities provided by AMERICAN CELL remains with AMERICAN CELL.
- C. The Company reserves the right to limit or to allocate assigned transmission paths at its discretion or to limit or to allocate the use of existing facilities, or of additional facilities offered by AMERICAN CELL. AMERICAN CELL may also, without obtaining the further consent of Customer, assign any rights, privileges, or obligations under this Tariff. Customer shall not, without prior written consent of AMERICAN CELL, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent shall be null and void.

2.2.3. Liability and Indemnification.

- A. AMERICAN CELL shall not be liable for any damages resulting from delays in meeting any Service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way

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approvals and delays in actual construction work. Any liability of AMERICAN CELL arising out of the foregoing or for failing to maintain proper standards or maintenance and operations or for failing to exercise reasonable supervision shall in no event exceed, and shall be limited to an amount equivalent to the proportionate charge to the Customer for the period of Service during which such delay affects service, but in no event shall such amount exceed Customer's Monthly Recurring Charge for the prior six (6) months of service or non-recurring charges paid by Customer, whichever is greater.

- B. AMERICAN CELL DOES NOT GUARANTEE OR MAKE ANY WARRANTY WITH RESPECT TO FACILITIES OR EQUIPMENT OR SERVICES PROVIDED BY IT FOR USE IN AN EXPLOSIVE ATMOSPHERE. THE CUSTOMER SHALL INDEMNIFY AND HOLD AMERICAN CELL HARMLESS FROM ANY AND ALL LOSS, CLAIMS, SUITS, OR OTHER ACTION, OR ANY LIABILITY WHATSOEVER, WHETHER SUFFERED, MADE, INSTITUTED OR ASSERTED BY THE CUSTOMER OR BY ANY OTHER PARTY OR PERSONS, AND FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY, WHETHER OWNED BY THE CUSTOMER OR OTHERS, CAUSED OR CLAIMED TO HAVE BEEN CAUSED DIRECTLY OR INDIRECTLY BY THE INSTALLATION, OPERATION, FAILURE TO MAINTAIN, REMOVAL, PRESENCE, CONDITION, LOCATION OR USE OF SAID FACILITIES OR EQUIPMENT OR SERVICE SO PROVIDED.
- C. AMERICAN CELL shall not be liable for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing Service where the same is caused by negligence of the Customer. Customer's sole remedy for such mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing Service or for failing to maintain proper standards or maintenance and operations or for failing to exercise reasonable supervision shall be limited to an amount equivalent to the proportionate charge to the Customer for the period of Service during which such mistake, omission, interruption, delay, error or defect caused Service interruptions. In no event shall such amount exceed Customer's Monthly Recurring Charge for the prior six (6) months or the non-recurring charges paid by Customer, whichever is greater. AMERICAN CELL shall not be liable for any defacement of or damage to the Premises of a Customer resulting from the furnishing of facilities or the attachment of the instruments, apparatus and associated wiring furnished by AMERICAN CELL on such Premises or by the installation or removal

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thereof, when such defacement or damage that is not the result of gross negligence or willful misconduct of the agents or employees of AMERICAN CELL.

D. AMERICAN CELL shall be defended, indemnified and saved harmless by the Customer against:

1. Claims for libel, slander, and infringement of copyright arising from the material transmitted over the facilities.
2. Claims for infringement of patents arising from, combining with, or using in connection with equipment or facilities furnished by AMERICAN CELL, and systems or apparatus of the Customer; and
3. All other claims arising out of any act or omission of the Customer negligent or otherwise in connection with the facilities provided by AMERICAN CELL.

E. AMERICAN CELL will not be liable for interruptions of Service caused as a result of routine maintenance, testing or adjustment of facilities or equipment.

F. AMERICAN CELL shall not be liable for any failure of service or equipment due to causes beyond its control, including, but not limited to: loss of power, acts of God, fire, unusually severe weather, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over AMERICAN CELL, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

G. AMERICAN CELL shall not be liable for any act or omission of any entity furnishing any service to AMERICAN CELL, or to Customer facilities or equipment used for or with the Service that AMERICAN CELL offers. AMERICAN CELL shall not be liable for loss or interruptions in Service or for any damages or losses due to the fault or negligence of the Customer or of any authorized entity connected to the Service of the Customer. AMERICAN CELL shall not be liable for any loss or interruption in Service due to the failure or malfunction of Customer Provided

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equipment or facilities or due to the failure of the Customer to fulfill any obligation under this tariff.

- H. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- I. AMERICAN CELL MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, WARRANTIES THAT THE SERVICES PROVIDED WILL ACHIEVE YEAR 2000 COMPLIANCE, READINESS OR FUNCTIONALITY OR WARRANTIES OR GUARANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY'S PROPERTY PROPERLY USED BY AMERICAN CELL.

AMERICAN CELL HAS NO LIABILITY TO CUSTOMER EXCEEDING THAT SPECIFIED ABOVE IN THIS SECTION 2.2.3, WHETHER A CLAIM IS MADE IN CONTRACT (INCLUDING WARRANTY AND INDEMNITY), TORT, STRICT LIABILITY OR OTHERWISE WITH RESPECT TO THE SERVICE PROVIDED UNDER THIS TARIFF OR THE CONTRACT BETWEEN AMERICAN CELL AND CUSTOMER. AMERICAN CELL SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUFFERED AS A RESULT OF THIS TARIFF, THE CONTRACT BETWEEN AMERICAN CELL AND CUSTOMER OR ANY SERVICE PROVIDED BY AMERICAN CELL HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS.

- J. To the extent that this Tariff covers early termination of a contract or long term payment plan, Commission authorization of the termination liability language pursuant to the 30-day notice procedure is not intended to indicate that the Commission has approved or sanctioned any terms or provisions contained herein. Signatories to such contracts shall be free to pursue whatever legal remedies they may have should a dispute arise.

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2.2.4. Provision of Facilities.

- A. Upon agreement between AMERICAN CELL and the Customer, AMERICAN CELL will provide all facilities necessary for Service at the rates set forth herein.
- B. Service furnished by AMERICAN CELL will be furnished at the rates contained in this Tariff, provided the necessary facilities are available. Where facilities are not available, and/or additional expenditures are involved in making them available, the Customer may be required to pay additional charges to cover these expenditures, or to contract for Service beyond the initial period, or both.

2.3 Interconnections.

- A. Service furnished by AMERICAN CELL may be interconnected with services or facilities of other authorized communications common Carriers and with private systems, subject to the technical limitations established by AMERICAN CELL. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of AMERICAN CELL and other participating Carriers shall be provided at the Customer's expense. The Customer shall be responsible for damage to the facilities of AMERICAN CELL caused by the negligence or willful act of the Customer.
- B. Interconnection with the facilities or services of other Carriers shall be under the applicable terms and conditions of the other Carrier's tariffs and under this Tariff, or as applicable, under agreements with the other Carriers. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-Provided Equipment or communication systems with AMERICAN CELL's facilities, and the Customer shall secure all licenses, permits, and other arrangements necessary for such interconnections.

2.4 Minimum Service Period.

The minimum service period for which Service will be provided by AMERICAN CELL to the Customer (the "Minimum Service Period") shall be the period specified in the contract between the Customer and AMERICAN CELL, but shall not be less than twelve (12) months, unless otherwise agreed by AMERICAN CELL. The Customer and AMERICAN CELL may agree to longer minimum terms for particular services.

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2.5 Commencement of Service.

A prospective Customer desiring Service from AMERICAN CELL shall enter into a written contract with AMERICAN CELL specifying the Services to be provided by AMERICAN CELL and the terms and conditions applicable thereto. AMERICAN CELL will not provide Services to the Customer until such a contract has been executed.

2.6 Payment of Rates and Charges.

- A. The Customer is responsible for payment of all rates and charges as specified in this Tariff for Services furnished by AMERICAN CELL to the Customer. The Customer will be billed monthly, in advance, for the Services provided by AMERICAN CELL. Each bill for monthly recurring rates shall be due within thirty (30) days of receipt and payable at AMERICAN CELL's office or at such other place as may be designated by AMERICAN CELL. Nonrecurring charges are payable within 30 days of receipt of the bill. Any billing errors, including incorrect Tariff application, shall be adjusted to the known date of error or for a period of one year, whichever is shorter.
- B. Interest at the rate of 1.25% per month (unless a lower rate is prescribed by law, in which event at the highest rate allowable by law) may be applied in accordance with AMERICAN CELL's standard credit policy to any unpaid amount commencing thirty (30) days after the statement date.
- C. Service is provided and billed on a monthly (30 day) basis, beginning on the date that Service becomes effective.
- D. If written notice of a dispute as to a charge is not received by AMERICAN CELL within 60 days of the date of the invoice, the invoice shall be considered correct and binding on the Customer.

2.7 Customer Complaints and Billing Disputes

In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to American Cell within eighteen (18) months of the Bill Date unless

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the Customer provides documentation after that timeframe. IF Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. American Cell shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute.

If a dispute cannot be resolved with the company, a complaint may be filed with the Commission at 180 E. Broad Street, Columbus, Ohio, 43215.

2.8 Cancellation of Service by American Cell.

A. After ten (10) days written notice to the Customer, AMERICAN CELL may discontinue Customer's Service or cancel a Service Order, without incurring any liability, upon:

1. Nonpayment of any sum due by Customer to AMERICAN CELL; or
2. A breach of any material term governing the furnishing of Service as specified in this Tariff or in the contract for service between the Customer and AMERICAN CELL.

2.9 Cancellation of Service by the Customer Prior to End of Minimum Service Period.

A. Service may be canceled by the Customer prior to the end of the Minimum Service Period after thirty (30) days prior written notice to AMERICAN CELL, subject to a cancellation charge in the amount specified in the contract between Customer and AMERICAN CELL.

2.10 Cancellation of Application for Service.

A. Where the prospective Customer cancels a Service Order prior to the start of installation or special construction of facilities by AMERICAN CELL, no charge shall be made to the prospective Customer. Where the installation of facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and AMERICAN CELL. Installation or special construction of facilities for a Customer is considered to have started when AMERICAN CELL incurs any expense in connection therewith or in preparation thereof which would not otherwise have been incurred, provided;

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1. The Customer has advised AMERICAN CELL to proceed with the installation, or
2. AMERICAN CELL has advised the Customer that, in accordance with its Service Order, it is commencing the installation.

2.11 Maintenance and Testing.

- A. AMERICAN CELL may, upon reasonable notice, make such tests and inspections as may be necessary to maintain AMERICAN CELL's equipment or facilities, as well as to determine whether the requirements of this Tariff are being complied with in the operation and maintenance of AMERICAN CELL's equipment or facilities. AMERICAN CELL may interrupt the Service at any time, without incurring an Outage Credit, for such testing and inspection.
- B. Upon reasonable notice, the facilities provided by AMERICAN CELL shall be made available to AMERICAN CELL for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No Outage Credit will be granted for the time during which such tests and adjustments are made.

2.12 Interruption of Service.

- A. Except as provided in Section 2.10 and in the Subsection below, Outage Credit for failure of Service or equipment will be allowed when such failure is solely caused by or occurs in facilities or equipment provided by AMERICAN CELL.
- B. No Outage Credit will be allowed for failure of Services due to:
 1. Customer Provided Equipment.
 2. Negligence or willful acts of the Customer.
 3. Unauthorized use by agents, employees, or representatives of Customer.
- C. Outage Credit for failure of Service or equipment starts when the Customer notifies AMERICAN CELL of the failure, and ceases when service has been restored and/or the equipment becomes operational.

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- D. The Customer shall notify AMERICAN CELL of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by the Customer-Provided Equipment.
- E. Outage Credit will be allowed only for disabled portions of the Service or equipment.
- F. AMERICAN CELL at its option may deny a Customer request for Outage Credit in accordance with Section 2.1.1, Paragraph C., where notification of alleged failure of Service has not been received by AMERICAN CELL's Service department within twenty four (24) hours of the occurrence. No Outage Credit will be allowed absent such notification.
- G. For the purpose of this Tariff, all months contain thirty (30) days. Service and equipment offered by AMERICAN CELL are on a twenty-four (24) hour per day, seven (7) days per week basis unless specifically stated otherwise.
- H. For purposes of Outage Credit computations, every month shall be considered to have seven hundred-twenty (720) hours.
- I. No Outage Credit shall be allowed for an interruption of less than two (2) hours.
- J. The Customer shall receive an Outage Credit for an interruption of Service for each period of two (2) hours or additional majority fraction thereof. Under no circumstances will outage credits exceed the monthly recurring charge for the Service during the month in which the outage occurs.

2.13 Terminal Equipment.

- A. AMERICAN CELL's facilities and Service may be used with or terminated with Customer-Provided Terminal Equipment and/or Customer-Provided communication systems, such as routers and switches. Such Terminal Equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his/her premises, including Customer personnel, wiring, electrical power and the like, incurred in his/her use of AMERICAN CELL's facilities and Service, except as otherwise provided.

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- B. When Customer-Provided Terminal Equipment is used, this equipment shall comply with the minimum protective criteria set by AMERICAN CELL, and generally accepted in the telephone industry.
 - C. If the Customer fails to maintain and operate Customer-Provided Terminal Equipment properly, resulting in the occurrence of a possibility of harm to AMERICAN CELL's equipment, personnel, or the quality of Service to other customers, AMERICAN CELL may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety of Service, AMERICAN CELL may, upon written notice, terminate the Customer's Service immediately.

2.14 American Cell Disconnect Credit.

Where AMERICAN CELL disconnects a Service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated for each day the Service was rendered or the equipment was provided. This credit will be applied against the balance remaining on the Customer's Account

2.15 Special Services.

- A. Service Description. For the purpose of this Tariff, Special Services is deemed to be any request for Service that is not defined in Section 3.
- B. Specific Regulations.
 - 1. If at the request of the Customer, AMERICAN CELL obtains facilities not normally used to provide Service to its customers, the costs incurred will be billed as a Special Service.
 - 2. If at the request of the Customer, AMERICAN CELL provides technical assistance not normally required to provide Service, the costs involved will be billed to the Customer as a Special Service.
 - 3. Where special signaling, conditioning, equipment or other features are required to make Customer-Provided Equipment efficient and compatible

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with AMERICAN CELL's Service, the cost of providing necessary equipment and materials and all associated installation costs including engineering, labor, supervising and transportation costs will be billed to the Customer as a Special Service.

2.16 After Hours Installation and/or Maintenance Charge.

When at the specific request of the Customer, installation and/or routine maintenance is performed outside of the regular business hours, additional service charges ("Additional Service Charges") apply. Additional Service Charges will be based upon the actual labor, material and other costs incurred by or billed to AMERICAN CELL. Such circumstances include but are not limited to, stand-by in excess of one hour, weekend, holiday, or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

2.17 Special Promotional Offerings.

AMERICAN CELL may from time to time engage in special promotional trial service offerings of limited duration (not to exceed 90 days on a per Customer basis, for non-optional, recurring charges, designed to attract new Customers or to increase existing Customer awareness of a particular Tariff offering). Requests for promotional offerings will be presented to the Commission in accordance with the rules, and regulations established by the Commission.

ISSUE DATE:

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Issued under authority of the Public Utilities Commission of Ohio Case No. _____

Joseph Sterbling, Vice-President of Operations

American Cell, LLC

3334 Morrison Avenue

Cincinnati, Ohio 45220

2.18 Discounts.

AMERICAN CELL may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day") for Services.

2.19 Notices.

To Customer:

Billing address specified by the customer in its service order.

To American Cell:

American Cell, LLC
117 Cypress Street
Reynoldsburg, OH 43068
Attn: Billing

ISSUE DATE:

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Joseph Sterbling, Vice-President of Operations
American Cell, LLC
3334 Morrison Avenue
Cincinnati, Ohio 45220

SECTION 3: DEDICATED SERVICE DESCRIPTIONS

3.1 Ethernet Services.

Ethernet Service meets the industry standards for Carrier Point-to-Point Ethernet Service and is provided over American Cell's Fiber Optic network and will be available at defined bandwidths of 10 to 1000 Mbps.

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American Cell, LLC
3334 Morrison Avenue
Cincinnati, Ohio 45220

SECTION 4: DEDICATED SERVICE**4.1 Dedicated Service.**

Dedicated Service provides a dedicated transmission path between Customer designated Premises utilizing the technology and bandwidths available under this Tariff. .

4.1.1 Acceptance Testing.

At no additional charge, AMERICAN CELL and the Customer will cooperatively test, at the time of installation, the Circuits to meet the agreed upon standards. Acceptance is considered to take place upon completion and approval of all tests. Billing will commence upon Acceptance

4.1.2. Trouble Reporting.

The Customer will be responsible for providing to AMERICAN CELL trouble reports sectionalized to AMERICAN CELL facilities and/or equipment. AMERICAN CELL will test cooperatively or independently to assist in trouble sectionalization. Other charges as described in this Tariff will still apply.

4.2 Rate Regulations.

4.2.1 Rate Components. Service, Bandwidth, Distance (measured in mileage increments with a 30 mile minimum) and Term are the monthly recurring charge elements.

4.2.2. Optional Features and Functions. The Optional Features and functions rate category provides for optional features and functions which may be added to a Private Line Service to improve its quality or utility or to meet specific communications requirements. These are not necessarily identifiable with specific equipment, but rather represent the end result in terms of performance characteristics that may be obtained. These characteristics may be obtained by using various combinations of equipment. Although the equipment necessary to perform a specified function may be installed at various locations along the path of the Service, either a single, fixed recurring or one-time non-recurring charge will be assessed for.

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American Cell, LLC

3334 Morrison Avenue

Cincinnati, Ohio 45220

Examples of Optional Features and Functions that are available include, but are not limited to, the following:

- Signaling Capability
- Hubbing Functions
- Conditioning
- Multiplexing

4.2.3 Types of Rates and Charges.

There are two types of rates and charges. They are monthly recurring rates and nonrecurring charges. The rates and charges are described as follows:

- A. Monthly Recurring Rates. Monthly rates that apply each month or fraction thereof that Private Line Service is provided. For billing purposes, each month is considered to have 30 days.
- B. Nonrecurring Charges. Nonrecurring charges are one-time charges that apply for specific work activities, including extending Service to a Customer's Premises all associated design and construction activities. These charges include any non-recurring charges assessed by another Carrier to connect a Customer's Premises to the AMERICAN CELL Network. An estimate of these charges will be provided by AMERICAN CELL
- C. Special Construction/Individual Contract Basis Arrangements: Upon request or in response to request for proposal or for non-standard services, AMERICAN CELL will develop a responsive individual contract billing arrangement for services offered in this Tariff. AMERICAN CELL will engage in special construction to provide any of the communications Services it is lawfully able to provide, subject to the conditions contained in this Tariff and the contract between the Customer and AMERICAN CELL. AMERICAN CELL's charges for special construction services will be based upon AMERICAN CELL's cost of providing such Services. The cost will be determined based on all relevant elements of cost, including, but not limited to:
 - (1) Site Survey
 - (2) Physical Design
 - (3) Contractor/Construction Costs

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Joseph Sterbling, Vice-President of Operations
American Cell, LLC
3334 Morrison Avenue
Cincinnati, Ohio 45220

-
- (4) Rights of Way
 - (5) Equipment
 - (6) Maintenance
 - (7) Administration Charges

Prices quoted in response to requests for proposal or for non-standard services may be different from those in effect in this Tariff but will be set at a level that is at least equal to the current market rates for such Service. Such price will also be available for similarly situated Customers. Appropriate cost support will be submitted to the Commission if required.

An individual contract billing arrangement price quote will be offered to the Customer for acceptance in writing. Such individual contract billing arrangements will specify, among other things, the length of Service, minimum volume of Service required, and the rates and charges for the proposed Service.

Individual contract basis arrangements will be provided to Customers in accordance with contracts on file with and approved by the Commission.

D. Move Charge. AMERICAN CELL's charge for a Move of a Station to a new location on the same or different Premises shall be AMERICAN CELL's actual cost incurred in connection with such Move.

E. Maintenance and Service Charge. The Customer shall be responsible for the cost incurred by AMERICAN CELL in connection with a maintenance and/or service visit to the Customer's Premises when the trouble results from the equipment or facilities provided by the Customer. Said cost shall be based upon the current per-man-hour labor rate of the Company in effect at the time of the visit and a minimum charge of one hour.

4.3 Dedicated Ethernet Service Rate Table.

ETHERNET SERVICE							
Minimum Service Commitment Term (Years)/ Monthly Recurring Charges (0-10 Miles)							
Bandwidth						Non-	Monthly Per

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American Cell, LLC

3334 Morrison Avenue

Cincinnati, Ohio 45220

(Mbps)	1 Yr		3 Yrs		5Yrs	Recurring Charge	Mile Charge after 30 Miles		
							1 Yr	3 Yrs	5 Yrs
10	\$700		\$500		\$350	TBD	\$100	\$90	\$80
100	\$1,400		\$1200		\$1000	TBD	\$100	\$90	\$80
300	\$1,600		\$1,400		\$1,200	TBD	\$100	\$90	\$80
600	\$2,000		\$1,850		\$1,700	TBD	\$100	\$90	\$80
1,000	\$2,600		\$2,275		\$2050	TBD	\$100	\$90	\$80

4.3.1. Access Service.

Subject to available facilities and upon Customer's written request, American Cell will order compatible Ethernet access service from one or more carriers to extend service from the American Cell network nodes to the Customer's premises. American Cell shall bill customers the non-recurring and recurring monthly charges billed by other carrier for such service, plus five (5) percent.

4.3.2. Early Termination Charges.

In the event Customer discontinues or terminates service prior to the expiration of the Minimum Service Commitment Term, Customer shall pay American Cell 60% of the remaining monthly charges (Monthly Rate + Applicable Monthly Mileage Charge x Number of Remaining in the Minimum Service Commitment Term) plus all unpaid monthly recurring and non-recurring charges incurred prior to Customer's termination and all early termination charges assessed by the provider of the access service ordered by American Cell to extend service to Customer's premises or specified locations.

4.3.3. Service After Expiration of the Minimum Service Commitment Term.

Unless Customer re-subscribes to another a Minimum Service Commitment Term, upon the expiration of Minimum Service Commitment Term Dedicated Ethernet Service shall continue to be provided under the pricing in effect at expiration until either Customer or

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American Cell, LLC
3334 Morrison Avenue
Cincinnati, Ohio 45220

American Cell terminates Service upon 90 days' notice to the other. Different rules may apply to Access service provided by other carriers.

4.4. Individual Case Basis (ICB) Service Arrangements

American Cell may enter into ICB arrangements with Customers having sophisticated services requirements, including service to multiple locations, at data rates in excess of those specified in Section 4.3 above, for extended periods of time or for periods less than one-year, or any combination of these factors.

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Joseph Sterbling, Vice-President of Operations

American Cell, LLC
3334 Morrison Avenue
Cincinnati, Ohio 45220

EXHIBIT A

AMERICAN CELL, LLC

TROUBLE REPORTING:

All AMERICAN CELL customer reports will be received by the AMERICAN CELL, at the following numbers:

(419) 680-0396 MAIN
(513) 708-8125 SECONDARY

ESCALATIONS:

Any escalation should be directed to the following AMERICAN CELL personnel in the order listed below.

NAME – Joe Sterbling
Telephone: (513) 708-8125
Facsimile: (740) 927-0014

NAME– Garry Lucas
Telephone: (740) 794-1374
Facsimile: (740) 927-0014

NAME – Jonathan Garn
Telephone: (419) 680-0396
Facsimile: (740) 927-0014

4851-3393-4632, v. 1

ISSUE DATE:

EFFECTIVE DATE:

Issued under authority of the Public Utilities Commission of Ohio Case No. _____
Joseph Sterbling, Vice-President of Operations
American Cell, LLC
3334 Morrison Avenue
Cincinnati, Ohio 45220

EXHIBIT B

EVIDENCE OF REGISTRATION WITH THE OHIO DEPARTMENT OF TAXATION,
CERTIFICATION FROM THE OHIO SECRETARY OF STATE, AND CERTIFICATE OF
GOOD STANDING.



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
02/17/2015	201504701113	DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG (LCP)	125.00	100.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

BUCKLEY KING
1400 FIFTH THIRD CENTER
600 SUPERIOR AVENUE EAST
CLEVELAND, OH 44114-2652

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jon Husted
2366097

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
AMERICAN CELL, LLC

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT LLC - ARTICLES OF ORG
Effective Date: 02/16/2015

Document No(s):

201504701113



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
17th day of February, A.D. 2015.

Jon Husted
Ohio Secretary of State



Form 533A Prescribed by:
Ohio Secretary of State

JON HUSTED
Ohio Secretary of State

Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Date Electronically Filed: 2/16/2015

Articles of Organization for a Domestic Limited Liability Company

Filing Fee: \$125

CHECK ONLY ONE (1) BOX

(1) ☒ Articles of Organization for Domestic
For-Profit Limited Liability Company
(115-LCA)

(2) ☐ Articles of Organization for Domestic
Nonprofit Limited Liability Company
(115-LCA)

Name of Limited Liability Company **AMERICAN CELL, LLC**

Name must include one of the following words or abbreviations: "limited liability company," "limited," "LLC," "L.L.C.," "Ltd.," or "Ltd"

Effective Date **2/16/2015**

(Optional)

mm/dd/yyyy

(The legal existence of the limited liability company begins upon the filing
of the articles or on a later date specified that is not more than ninety days
after filing)

This limited liability company shall exist for

(Optional)

Period of Existence

Purpose
(Optional)

**Note for Nonprofit LLCs

The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit limited liability company secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided.

ORIGINAL APPOINTMENT OF AGENT

The undersigned authorized member(s), manager(s) or representative(s) of

AMERICAN CELL, LLC

Name of Limited Liability Company

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the limited liability company may be served. The name and address of the agent is

O.R.C. STATUTORY SERVICE CORP.

Name of Agent

600 SUPERIOR AVE. EAST, 1400 FIFTH THIRD CENTER

Mailing Address

CLEVELAND

City

OH

State

441142652

ZIP Code

ACCEPTANCE OF APPOINTMENT

The undersigned,

O.R.C. STATUTORY SERVICE CORP.

named herein as the statutory agent

Statutory Agent Name

for

AMERICAN CELL, LLC

Name of Limited Liability Company

hereby acknowledges and accepts the appointment of agent for said limited liability company

Statutory Agent Signature

ROSEMARY SWEENEY

Individual Agent's Signature / Signature on Behalf of Business Serving as Agent

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by a member, manager or other representative.

If authorized representative is an individual, then they must sign in the "signature" box and print their name in the "Print Name" box.

If authorized representative is a business entity, not an individual, then please print the business name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print their name in the "Print Name" box.

O.R.C. STATUTORY SERVICE CORP.

Signature

ROSEMARY SWEENEY

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Jon Husted, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show AMERICAN CELL, LLC, an Ohio For Profit Limited Liability Company, Registration Number 2366097, was organized within the State of Ohio on February 16, 2015, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 11th day of August, A.D. 2015.*

Jon Husted

Ohio Secretary of State

Validation Number: 201522300696

Jon Husted Ohio Secretary

[Jon Husted & the Office](#) | [Elections & Voting](#) | [Campaign Finance](#) | [Legislation & Ballot Issues](#) | [Businesses](#) | [Records](#) | [Media Center](#) | [Publications](#)

Business Filing Portal


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Business Name
Business Name - Exact
Detailed Business Search
Number Search
Agent/Contact Name
Agent/Contact Name - Exact
Prior Business Name

Corporation Details

Corporation Details		
Entity Number	2366097	
Business Name	AMERICAN CELL, LLC	
Filing Type	DOMESTIC LIMITED LIABILITY COMPANY	
Status	Active	
Original Filing Date	02/16/2015	
Expiry Date		
Location:	County:	State:
Agent / Registrant Information		
O.R.C. STATUTORY SERVICE CORP. 600 SUPERIOR AVE. EAST, 1400 FIFTH THIRD CENTER CLEVELAND, OH 441142652 Effective Date: 02/16/2015 Contact Status: Active		
Incorporator Information		
O.R.C. STATUTORY SERVICE CORP.		
Filings		
Filing Type	Date of Filing	Document Number/Image
ARTICLES OF ORGNZTN/DOM. PROFIT LIM.LIAB. CO.	02/16/2015	201504701113

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Administration - User and Access Management**American Cell, LLC**

Company ID : *****7689

Company Information

FEIN : 36-4807689

Legal Name : American Cell, LLC

Corporate Name :

Trade(DBA) Name :

Contact First Name : Jonathan

Contact Last Name : Garn

Contact Phone : (419) -680-0396

Email Address : jongam@thayerpc.com

Service Provider / Representative ID :

Click 'Edit' to generate an ID.

If your company acts as a service provider to or representative of other companies (e.g. CPAs, attorneys, payroll companies), an ID enables another company to grant your company permission to create and submit OBG transactions on their behalf.

User Information

User Name	Job Title	Email	Phone	Active	Admin	Edit User
-----------	-----------	-------	-------	--------	-------	-----------

[Add User](#)**Pending Users Information**

Name	Job Title	Email	Phone	Approve User	Reject User
------	-----------	-------	-------	--------------	-------------

Group (Shared Access) Administration

+ System Default Groups

Group Name	Service Provider / Representative Access	Edit Group
------------	--	------------

[Create Group](#)**My Information**

First Name : Jonathan

Username : amcell01

Last Name : Garn

Username Tracking Number : 871111

Job Title : Chief Financial Officer

Phone Number : (419) -680-0396

Email : jongam@thayerpc.com

My Access

Administrator (formerly Primary User)

Businesses

Business Registration

All business taxpayers must be registered with the Ohio Department of Taxation. The department offers two methods to accomplish this - through the **Ohio Business Gateway** or by **telephone**. Each option is explained below.

- **Ohio Business Gateway** - The Gateway is the most comprehensive business online service available in Ohio. Taxpayers can electronically register for the commercial activity tax (CAT), sales tax, employer withholding, unemployment compensation, workers' compensation, and municipal income taxes for nearly 500 cities and villages. Filing and payment can also be done through the Gateway.
- Limited registration is available from the department by telephone. Seller's Use accounts (UT-1000), Consumer's Use accounts (UT-1008), and Employer Withholding accounts (IT-1) may be registered, and School District Withholding accounts may be activated as well. Call (888) 405-4089 to use this service.

Jon Garn

From: do-not-reply.obg@ohio.gov
Sent: Tuesday, August 11, 2015 9:50 AM
To: Jon Garn
Subject: New Ohio Business Gateway Registration

The Ohio Business Gateway (OBG) is sending you this email in response to a request to create a new username.

OBG is confirming that on 8/11/2015 9:50:22 AM, you created the new username account shown below.

The new username is amcell01

Please keep your username and password in a safe place. The username and password are needed in order to access the OBG Electronic Filing Services. It is very important to keep the user name and password confidential.

If you or one of your employees did not submit this registration, please call 1-866-OHIO-GOV (1-866-644-6468) and follow the prompts to speak to an agent for the municipal income tax services.

If you want to change your OBG password after signing into OBG, select the Administration tab on top of the page and then select the "Edit" button under the "My Information" label.

This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain private, confidential, and/or privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, employee, or agent responsible for delivering this message, please destroy all copies of the original e-mail message.

Please do not reply to this email since the address from which it was sent is not monitored. Should you have any questions, please contact the OBG Help Desk at 866-OHIO-GOV (866-644-6468).

Thank you,

The Ohio Business Gateway

EXHIBIT C

EVIDENCE OF APPLICANT'S FINANCIAL VIABILITY

**Projections Reflect American Cell, LLC's
Proposed Business Activity in Ohio
for the Period Ending December, 2016.**

Assets

Property, Plant & Equipment:

Original Cost

Fiber 396,000.00

Fiber 443,520.00

Poles 75,000.00

Total Assets 914,520.00

Accumulated Depreciation (45,726.00)

Total Property, Plant & Equipment 868,794.00

Total Assets 868,794.00

Capitalization & Liabilities

Accounts Payable 50,000.00

Notes Payable/Line of Credit 2,224,646.00

Total Liabilities 2,274,646.00

Capitalization:

Paid-In Capital -

Retained Earnings (1,405,852.00)

Total Equity (1,405,852.00)

Total Capitalization & Liabilities 868,794.00

PROJECTED INCOME STATEMENT FOR THE FIRST YEAR OF OPERATION

Projections Reflect American Cell, LLC's Projected Income
for Operations within Ohio
for the Period Ending December, 2016.

Projected Operating Revenues:

First 25 Nodes	184,800.00	
Maintenance Contract	72,000.00	
Fiber Build	613,500.00	
		870,300.00

Operating Expenses:

Payroll & Taxes	234,000.00	
Fiber Build	1,840,500.00	
Pole Attachment Fees	20,520.00	
Travel Expense	20,000.00	
Other Admin & General	10,000.00	
Total Operations & Maintenance		2,125,020.00

Interest Expense	88,000.00
Depreciation	45,726.00
Ohio CAT Tax	17,406.00

Total Operating Expenses 2,276,152.00

Net Income (1,405,852.00)

EXHIBIT D

SAMPLE COPY OF CUSTOMER BILL

Monthly Charge for Services, Including Non-Recurring Charges, As Applicable

Customer: _____

Billing Period: _____

Service Order No.

Monthly Recurring Charges (MRC)

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

Service Order No.

Non-recurring Charges (NRC)

\$ _____
\$ _____
\$ _____
\$ _____
\$ _____

Each bill for MRC shall be due within thirty (30) days of receipt and payable at AMERICAN CELL's office or at such other place as may be designated by AMERICAN CELL. NRC are payable within thirty (30) days of receipt of the bill.

Remit Payment(s) to:

American Cell, LLC
3334 Morrison Ave.
Cincinnati, OH 45220