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August 20, 2007

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VIA FEDERAL EXPRESS

Executive Secretary
North Dakota Public Service Commission
600 East Boulevard, Dept. 408
Bismarck, ND 58505-0480

**Re: Badlands Cellular of North Dakota Limited Partnership – Amended
Informational Tariff**

Dear Secretary:

Enclosed for filing please find the original and eight (8) copies of the Amended Informational Tariff of Badlands Cellular of North Dakota Limited Partnership. The Informational Tariff has been amended to include the most recent version of the customer service agreement and to update the list of rate plans.

Please file stamp one copy of the Informational Tariff and return it to me in the enclosed self-addressed envelope. Should you have any questions or concerns about the enclosed, please do not hesitate to contact me.

Sincerely,

Andrew M. Carlson

AMC/sjc
Enclosures

cc: Diana Stevens (w/enclosures)

NORTH DAKOTA PUBLIC SERVICE COMMISSION

**Badlands Cellular of North Dakota Limited Partnership
d/b/a Verizon Wireless**

INFORMATIONAL TARIFF NO. 1

OF

**BADLANDS CELLULAR OF NORTH DAKOTA
LIMITED PARTNERSHIP
d/b/a
VERIZON WIRELESS**

**NOTICE: THIS TARIFF IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE
TERMS AND CONDITIONS HEREIN ARE SUBJECT TO CHANGE.**

Third Re-issuance: September 1, 2007

Verizon Wireless
Diana Stevens
One Verizon Place
Alpharetta, GA 30004-8511
(678) 339-4478

Effective: September 1, 2007

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EXPLANATION OF SYMBOLS

- (C) – To signify changed regulation
- (D) – To signify discontinued material
- (I) – To signify rate or charge increase
- (M) – To signify material relocated without change in text or rate
- (N) – To signify new material
- (R) – To signify reduction
- (S) – To signify reissued material
- (T) – To signify a change in text but not change in rate or regulation
- (Z) – To signify a correction

1.1 APPLICABILITY

1.1.1 This Informational Tariff sets forth the general terms and conditions applicable to the furnishing of wireless services within the State of North Dakota by Badlands Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless (hereinafter referred to as the "Company") in those areas in which the Company has been designated as a federal eligible telecommunications carrier. This Informational Tariff is filed as required by Order of the North Dakota Public Service Commission dated February 25, 2004. The Company's provision of service to subscribers within the State of North Dakota will be subject to the terms and conditions of a separate Customer Agreement by and between the subscriber and the Company, as described in Section 2.1 below. In the event of any conflict between the provisions of this Informational Tariff and the terms and conditions of the Customer Agreement, the provisions of the Customer Agreement will prevail. This Informational Tariff is subject to all provisions of applicable federal law, including but not limited to 47 U.S.C. § 332.

2.1 TERMS AND CONDITIONS

- (S) 2.1.1 The terms and conditions of wireless services provided by the Company will be in the form of a contract between the subscriber and the Company known as the Customer Agreement. Attached hereto as Appendix A is a copy of the Customer Agreement. The Customer Agreement may also be obtained at www.verizonwireless.com. The terms and conditions of the Company's generally available service offerings are subject to change without notice.

3.1 SCHEDULE OF CALLING PLANS

- (S) 3.1.1 The Company's universal service offerings are encompassed in a variety of different calling plans for subscribers. A summary of the calling plans and pricing is set forth in Appendix B of this Informational Tariff by calling plan code, rate plan description, monthly access fee, airtime allowance minutes and per-minute rate after airtime allowance. Additional information about the Company's available calling plans may be viewed at www.verizonwireless.com.
- 3.1.2 The Company may offer special promotions of limited duration from time to time. The promotional offering may be limited to certain dates, times or locations within the Company's designated service area.

4.1 LIFELINE AND LINK UP ASSISTANCE

4.1.1 Lifeline Assistance

- (A) Lifeline service is a telecommunications service assistance program designed to provide eligible, low-income customers with a credit to be applied to reduce the price of the Company's lowest generally available residential retail service offering. A summary of the Company's Lifeline service offering is described in Section 4.2 below.
- (B) Eligible customers will receive a credit as set forth in Section 4.1.4 below, to be applied to their Lifeline service offering.
- (C) Eligible customers shall not receive more than one Lifeline credit at the customer's principal residence regardless of the number of local retail service offerings, residential access lines or locations at which the customer receives service within the State of North Dakota. No person living in a household in which any other eligible resident receives Lifeline credit from a wireline local exchange carrier or other wireless carrier shall be eligible to receive a Lifeline credit from the Company.
- (D) The amount of the Lifeline credit set forth in Section 4.1.4 below will not exceed the total of the primary residential End User Common Line charge of the incumbent local exchange carrier serving the area in which the eligible customer receives service and the residential local service rate. In no instance will an eligible customer's monthly local retail service offering rate be less than \$1.00 after the application of the Lifeline credit.
- (E) All charges, either recurring or nonrecurring, for any service or feature other than Lifeline service shall be billed at the Company's applicable rates and charges.
- (F) Lifeline service shall not be available on a retroactive basis.
- (G) The Company will not disconnect Lifeline service for non-payment of toll charges. The Company will not deny establishment of service to an eligible customer who has previously been disconnected for non-payment of toll charges by another carrier. Lifeline service may be disconnected if

you fail to pay your bill or violate the terms and conditions of service set forth in the Customer Agreement.

- (H) Designated Services Available To Lifeline Customers
 - (1) Voice grade access to the public switched telephone network
 - (2) Local usage
 - (3) Dual tone multi-frequency signaling or its functional equivalent
 - (4) Single-party service or its functional equivalent
 - (5) Access to emergency services
 - (6) Access to operator services
 - (7) Access to interexchange service
 - (8) Access to directory assistance
 - (9) Toll limitation service at no additional charge
- (I) The number of airtime minutes allowed and the local calling area shall be as set forth in the Lifeline service offering provided by the Company as described in Section 4.2. The customer shall be liable to the Company for payment of any and all charges associated with use of the Lifeline service.
- (J) The cost of the handset or other equipment necessary to access the Company's cellular network shall be borne by the customer.
- (K) By electing Lifeline service provided by the Company, the customer will not be charged a separate toll charge for outgoing domestic long distance calls made from the customer's wireless phone while he/she is within the Home Airtime Rate and Coverage Area defined in the calling plan. Domestic long distance is included in the Monthly Home Airtime Allowance minutes at no additional charge. The Home Airtime Per Minute Rate After Allowance will apply to incoming or outgoing local or long distance calls made after Monthly Home Airtime Allowance minutes are exhausted.

- (L) Lifeline customers will not be responsible for roaming charges for incoming or outgoing calls while the customer is within the defined Home Airtime Rate and Coverage Area. If roaming charges are incurred while the customer is within the defined Home Airtime Rate and Coverage Area and appear on his/her bill, the customer must contact a Company Lifeline representative at 1-800-844-8980 to receive a credit. Roaming charges will apply to all incoming or outgoing calls while the customer is outside of the defined Home Airtime Rate and Coverage Area.
- (M) Lifeline customers will not be required to pay a service deposit to initiate Lifeline service.

4.1.2 Link Up Assistance

- (A) Link Up assistance provides a reduction in the Company's customary charge for commencing telecommunications service for a single telecommunications connection at an eligible customer's principal place of residence. Customers eligible for Link Up assistance from the Company will receive a full waiver of the Company's customary service activation charge as set forth in Section 4.1.5 below.
- (B) The reduction in connection or activation charges provided by this program is applicable only to the charge assessed to install or activate a Lifeline service offering.

4.1.3 Eligibility Criteria for Lifeline and Link Up Assistance

- (A) A customer or applicant seeking to qualify for Lifeline and/or Link Up assistance must certify in writing that the customer or applicant satisfies one or more of the eligibility requirements described in Sections 4.1.3(C) or (E) below prior to receiving the Lifeline and/or Link Up assistance service credit. The customer or applicant shall complete and sign, under penalty of perjury, a self-certification form provided by the Company and identify the qualifying public assistance program or programs from which the customer or applicant receives benefits, or otherwise certify that the customer or applicant satisfies the income or other applicable eligibility standards.
- (B) The customer or applicant's primary residence must be located within the Company's designated ETC service areas.

- (C) The customer or applicant must certify that:
- (1) His/her total household income is equal to or less than 135% of the Federal Poverty Guidelines (FPG); or
 - (2) He/she participates in or receives assistance or benefits under one of the following public assistance programs:
 - (i) Medicaid;
 - (ii) Food Stamps;
 - (iii) Supplemental Security Income (SSI);
 - (iv) Federal Public Housing Assistance (Section 8);
 - (v) Low Income Home Energy Assistance Program (LIHEAP);
 - (vi) National School Lunch Program's free lunch program; or
 - (vii) Temporary Assistance for Needy Families (TANF).
- (D) [RESERVED]
- (E) Notwithstanding Section 4.1.3(C), a qualified, low-income consumer living on Tribal lands, as defined in 47 C.F.R. § 54.400(e), may also establish eligibility for Lifeline and/or Link Up assistance by certifying that the customer or applicant receives benefits from one of the following public assistance programs:
- (1) Bureau of Indian Affairs General Assistance;
 - (2) Tribally administered Temporary Assistance for Needy Families (TANF); or
 - (3) Head Start Programs (only those meeting its income qualifying standard).
- (F) The customer or applicant who is an eligible resident of Tribal lands must also certify under penalty of perjury that he/she is a resident living on Tribal lands as determined by applicable federal regulations.
-

- (G) A customer or applicant seeking to qualify for Lifeline and/or Link Up assistance under the income-based eligibility criteria set forth in Section 4.1.3(C)(1) must provide to the Company at the time of application one or more of the following documents to verify the customer's or applicant's household income:
- (1) Prior year's state, federal, or tribal tax return;
 - (2) Current income statement from an employer or paycheck stub;
 - (3) Social Security statement of benefits;
 - (4) Veterans Administration statement of benefits;
 - (5) Retirement or pension statement of benefits;
 - (6) Unemployment or Worker's Compensation statement of benefits;
 - (7) Federal or tribal notice letter of participation in Bureau of Indian Affairs General Assistance; or
 - (8) Divorce decree or child support statement.

If the customer or applicant provides any of the documents listed in this section other than the prior year's tribal, federal, or state income tax return as proof of income, the customer or applicant must provide three (3) consecutive months worth of the same type of document.

- (H) A customer or applicant seeking to qualify for Lifeline and/or Link up assistance under the income-based eligibility criteria set forth in Section 4.1.3(C)(1) must also certify in writing under penalty of perjury the number of individuals in his/her household and that the documentation of income provided by the customer or applicant accurately represents his/her total household income.
- (I) Each applicant for Lifeline and/or Link Up assistance must also certify to the Company in writing under penalty of perjury:

- (1) That the customer or applicant agrees to notify the Company if his/her income becomes greater than 135% of the FPG as described in Section 4.1.3(C)(1) above;
 - (2) That the customer or applicant agrees to notify the Company if he/she ceases to participate in the public assistance program or programs described in Sections 4.1.3(C)(2) or (E) above; and
 - (3) That the customer or applicant agrees to notify the Company if he/she can no longer claim to be an eligible resident of Tribal lands as described in 4.1.3(E) above.
- (J) Upon receipt and processing of the completed self-certification, the Company will begin providing the applicable service credits set forth in Sections 4.1.4 and 4.1.5 below. Lifeline assistance will not be implemented or continued unless telecommunications service arrangements are and remain within the eligibility criteria specified above.
- (K) Lifeline assistance will be discontinued upon receipt by the Company of notice by the customer that he/she no longer satisfies the eligibility requirements for Lifeline assistance.
- (L) The Company reserves the right to verify customer eligibility status at any time. Lifeline assistance will be discontinued when the customer no longer continues to meet the eligibility requirements for Lifeline assistance or fails to respond to a verification request within 60 days of receiving the request.
- (M) In the event the Company has a reasonable basis to believe that a customer is no longer eligible for Lifeline assistance, the Company will notify the customer by providing a separate written notice of termination of Lifeline assistance. The customer will continue to receive Lifeline assistance for 60 days from the date of the termination letter. During this 60-day period, the customer may demonstrate continued eligibility for Lifeline assistance by providing written documentation of household income and/or participation in a qualifying low-income assistance program. If the customer fails to demonstrate continued eligibility for Lifeline assistance, the customer's Lifeline assistance will automatically terminate at the end of the 60-day period. This 60-day period will not apply when a customer

notifies the Company that he/she is no longer eligible to receive Lifeline assistance.

4.1.4 Lifeline Service Credits

(A) Credits for Lifeline Service on Non-Tribal Lands

(1) An eligible customer in an area not designated as Tribal Lands will receive the appropriate credits specified by the FCC and as set forth below:

Tier 1: Federal End User Common Line Charge Credit	\$ 6.50 ¹
Tier 2: Initial Federal Credit to Residential Service	\$ 1.75
Tier 3: Additional Federal Credit to Residential Access Line	\$ 0.00
Tier 4: Tier 4: Additional Federal Credit to Residential Service necessary to reduce customer's bill to not less than \$1.00	\$ 0.00
TOTAL \$ 8.25	

(B) Credits for Lifeline Service for Eligible Resident of Tribal Lands

(1) An eligible customer in an area designated as Tribal Lands will receive the appropriate credits specified by the FCC and as set forth below:

Tier 1: Federal End User Common Line Charge Credit	\$ 6.50
Tier 2: Initial Federal Credit to Residential Service	\$ 1.75
Tier 3: Additional Federal Credit to Residential Access Line	\$ 0.00
Tier 4: Additional Federal Credit to Residential Service necessary to reduce customer's bill to not less than \$1.00	\$15.74
TOTAL \$23.99	

¹ The Tier 1 credit is equal to the amount received by incumbent local exchange carriers to offset the End User Common Line Charge. The cap for all companies was increased to \$6.50 effective July 2003.

4.1.5 Link Up Assistance

- (A) All customers eligible for Link Up assistance from the Company will receive a full waiver of the Company's customary service activation charge of \$35.00 for commencing Lifeline service. Link Up assistance may not be applied retroactively to recover any service activation fees that were paid prior to the initial activation of Lifeline service.
- (B) An eligible customer may receive the benefit of the Link Up program for a second or subsequent time only for a principal place of residence with an address different from the residence at which the Link Up assistance was provided previously.
- (C) Link Up assistance cannot be applied to the cost of customer equipment of facilities, including the cost of the customer or applicant's wireless phone.

4.2 SUMMARY OF LIFELINE SERVICE OFFERING

4.2.1 Lifeline/Link Up Calling Plan

Monthly Access:	\$24.99 less applicable Lifeline credit
Monthly Home Airtime Allowance Minutes:	200
Local In-Network Calling:	Unlimited usage between Company customers with numbers activated within the same Local In-Network Airtime Rate and Coverage Area.
Night & Weekend Home Airtime Minutes:	Unlimited usage between 9:01 P.M. – 5:59 A.M. Monday – Friday. Weekend hours from 12:00 A.M. Saturday – 11:59 P.M. Sunday.
Local Calling Area:	North Dakota Lifeline/Link Up DigitalChoice® Home Airtime Rate and Coverage Area includes substantially all of North Dakota, South Dakota and Minnesota as depicted on coverage map provided to Customer.

Home Airtime Per-Minute Rate After Allowance:	\$0.45
Domestic Long Distance:	Included
International Long Distance:	International long distance calling will be blocked
Domestic Roaming Per-Minute Rate:	\$0.69
Taxes, fees and other charges:	The monthly access charge identified above does not include any amounts resulting from taxes, fees or other charges imposed by or for the federal, state, local or other political subdivision or agency against the customer, Company, its property or operations. Lifeline customers will not be assessed a number portability regulatory recovery fee.

Other terms, conditions and charges apply as more fully described in the Customer Agreement.

Customer Agreement Form

www.verizonwireless.com



ACTIVATION INFORMATION								
Date	Account #	Credit Approval #	# of Phones / Lines	Activation Type: Please check one.				
				<input type="checkbox"/> New	<input type="checkbox"/> New w/CPE	<input type="checkbox"/> Transfer of Service	<input type="checkbox"/> Port In / New Account	
				<input type="checkbox"/> Upgrade	<input type="checkbox"/> Renewal	<input type="checkbox"/> Calling Plan w/Promo	<input type="checkbox"/> Port In / Existing Account	
				<input type="checkbox"/> Add-on			<input type="checkbox"/> Port In / Phone # Change	
Order #	Sales Rep Name / ID		Agent/Dealer/Sub Dealer ID		Store / Rep Phone Number			
Group ID	Tie Code	IBAS MAC Code	BGSA	MEA	New Wireless # (MDA)	Existing Wireless # (MDA)		
CONSUMER BILLING INFORMATION				BUSINESS				
Party Financially Responsible for Account - Name (Please Print)				<input type="checkbox"/> Corporation	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Government	<input type="checkbox"/> Partnership	
E-mail Address (Note: By providing your e-mail address you consent to receive Verizon Wireless promotional opportunities.)				Bill to Company Name/Responsible Party (Please Print)		Bill To MTN #		
Home Address*				Contact Name (Authorized Business Contact)				
City	State	ZIP Code	Ship To Address* / Shipping Charges \$ _____ (if applicable)					
Mailing Address (if different)				City	State	ZIP Code		
City	State	ZIP Code	Business Phone	Years In Business	Federal Tax ID #			
Home Phone	Work/Alternate Phone		Tax Exempt Certification #		D&B Number			
Social Security #	Date of Birth		Bank Name		Bank Contact/Number			
Primary ID #	State	Exp. Date	Commercial Account #		Years at Bank			
Secondary ID#		Exp. Date	Company Headquarter's Address					
The Sales Representative acknowledges that he/she has verified the customer's ID.			Sales Rep Initials: _____		City	State	ZIP Code	
Employer / Employer Telephone #								
*Place of Primary Use - Yes No The home or business address indicated above is for the person using the phone and is the person's residential street or primary business street address.								
PERSON USING PHONE (if different than above)								
User Name (Please Print)					Phone			
Address					City	State	ZIP Code	
Place of Primary Use - The address above is the user's residential street or primary business street address. Yes								
PORT REQUEST/OSP (Old Service Provider) INFORMATION								
Port In Number	OSP account #	Password / PIN		Billing Address / Name w/OSP (if different from above)				
Initials	Type of Number (i.e., Landline or Wireless)	OSP name						
SERVICE INFORMATION				PROMOTIONS				
Calling Plan Name & Code		Activation Fee	Promotion(s):					
		\$	<input type="checkbox"/> Check here for NO PROMOTION					
Monthly Access	Allowance Minutes Included:	I understand that I am receiving the first _____ month(s) of _____ at no charge. After this period, I will be charged \$ _____ per month. I understand that I can cancel this feature at anytime by calling *611 on my wireless phone.						
\$ _____ / Month	_____ / Month	Initials _____ <input type="checkbox"/> Check here if NOT APPLICABLE						
ENHANCED FEATURES: All costs are monthly (may not be available in all areas)								
\$	<input type="checkbox"/> Enhanced Voice Mail	\$	<input type="checkbox"/> Select <input type="checkbox"/> Decline	Total Equipment Coverage*	\$	<input type="checkbox"/> Voice Mail		
\$	<input type="checkbox"/> Detailed Billing	\$	<input type="checkbox"/> Select <input type="checkbox"/> Decline	Extended Warranty	\$	<input type="checkbox"/> Call Forwarding		
\$	<input type="checkbox"/> Mobile to Mobile	\$	<input type="checkbox"/> Select <input type="checkbox"/> Decline	Wireless Phone Protection*	\$	<input type="checkbox"/> Call Forwarding		
\$	<input type="checkbox"/> TXT Messaging	\$	<input type="checkbox"/> Other		\$	<input type="checkbox"/> 3 Way Calling		
\$	<input type="checkbox"/> Mobile Web	\$	<input type="checkbox"/> Other		\$	<input type="checkbox"/> Caller ID		
I _____ select or _____ decline Wireless Phone Protection* and understand if I decline, I am responsible for replacement equipment at a non-discounted price. Initials _____ * Provided by third-party insurer.								
EQUIPMENT/PAYMENT INFORMATION								
Price \$	Non-Discounted Price \$	ESN / MEID		Model	Lock Code	<input type="checkbox"/> MIN (Check if ported)		
SKU#/Prod ID	Equipment		\$	Other		\$		
SKU#/Prod ID	Accessory #1		\$	Trade-In/Rebate/Discount		\$		
SKU#/Prod ID	Accessory #2		\$	Sub-total		\$		
SKU#/Prod ID	Accessory #3		\$	Sales Tax		\$		
Paid By: <input type="checkbox"/> Credit Card <input type="checkbox"/> Cash		<input type="checkbox"/> Check/Money Order/ P.O. # _____ <input type="checkbox"/> Other	Programming Fee		\$	Total Due		
			Security Deposit Amount		\$	\$		
Credit Card #	Exp. Date	Name as it appears on Credit Card				Credit Card/Check Approval #		
TERM/ FINANCIAL RESPONSIBILITY & CUSTOMER ACCEPTANCE								
<input type="checkbox"/> One (1) Year	<input type="checkbox"/> Two (2) Year	<input type="checkbox"/> Other		I am personally responsible for payment of all charges associated with this account (OR) I am signing on behalf of the Company listed above as Responsible Party and I am duly authorized to financially commit the company. If I am not authorized, I will pay the charges if the Company named denies responsibility.				
Initials	Effective Date	Initials						
I AGREE TO THE CURRENT VERIZON WIRELESS CUSTOMER AGREEMENT (CA), INCLUDING THE CALLING PLAN, (WITH EXTENDED LIMITED WARRANTY/SERVICE CONTRACT, IF APPLICABLE), AND OTHER TERMS AND CONDITIONS FOR SERVICES AND SELECTED FEATURES I HAVE AGREED TO PURCHASE AS REFLECTED ON THIS FORM, AND WHICH HAVE BEEN PRESENTED TO ME BY THE SALES REPRESENTATIVE, AND WHICH I HAD THE OPPORTUNITY TO REVIEW. I UNDERSTAND THAT I AM AGREEING TO AN EARLY TERMINATION FEE OF UP TO \$175 PER LINE, LIMITATIONS OF LIABILITY FOR SERVICE AND EQUIPMENT, SETTLEMENT OF DISPUTES BY ARBITRATION AND OTHER MEANS INSTEAD OF JURY TRIALS AND OTHER IMPORTANT TERMS IN THE CA.								
Customer Signature _____		Print Name _____		Date _____				



Customer Agreement

Be sure to also review the [Customer Information Overview](#).

The following applies to our calling plans except Prepay plans, which are governed by our [Prepay Customer Agreement](#).

Customer Agreement Terms & Conditions Your Verizon Wireless Customer Agreement

Please carefully read this agreement, including the Calling Plan or Plans you've chosen, before filing it in a safe place.

(Para una copia de este documento en español, llame al 1.800.922.0204 o visite a nuestro website a espanol.vzwshop.com.)

By accepting this agreement, you're bound by its conditions. It covers important topics such as how long it lasts, fees for early termination and late payments, our rights to change its conditions and your wireless service, limitations of liability, privacy, and settlement of disputes by arbitration instead of in court. If you accept this agreement, it will apply to all your wireless service from us, including all your existing Calling Plans and other lines in service.

Your Calling Plans

YOUR CALLING PLANS BECOME PART OF THIS AGREEMENT. The prices you pay may depend in part on how long—the minimum term—you're agreeing in advance to do business with us. Calling Plans describe these prices and your minimum term. To the extent any condition in your Calling Plan expressly conflicts with this agreement, the condition in your Calling Plan will govern. If at any time you change your service (by accepting a promotion, for example), you'll be subject to any requirements, such as a new minimum term, we set for that change.

Your Rights to Refuse or Cancel This Agreement

THIS AGREEMENT STARTS WHEN YOU ACCEPT. Paragraphs marked "a" continue after it ends. You accept when you do any of the following things after an opportunity to review this agreement:

- Give us a written or electronic signature;
- Tell us orally or electronically that you accept;
- Activate your service through your wireless phone;
- Open a package that says you are accepting by opening it; or
- Use your service after making any change or addition when we've told you that the change or addition requires acceptance.

IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS. You can cancel (if you're a new customer) or go back to the conditions of your former Customer Agreement (if you're already a customer) without additional fees if you tell us (and return to us in good condition any wireless phone you got from us with your new service) **WITHIN 30 DAYS** of accepting. You'll still be responsible

through that date for the new service and any charges associated with it.

Your Rights to Change or End Your Service; Termination Fees; Phone Number Portability

Except as explicitly permitted by this agreement, you're agreeing to maintain service with us for your minimum term. (Periods of suspension of service don't count towards fulfillment of your minimum term.) After that, you'll become a month-to-month customer under this agreement. **AN EARLY TERMINATION FEE WILL APPLY IF YOU CHOOSE TO END YOUR SERVICE BEFORE BECOMING A MONTH-TO-MONTH CUSTOMER, OR IF WE TERMINATE IT EARLY FOR GOOD CAUSE. FOR SERVICE ACTIVATED PRIOR TO 11/16/06, THE EARLY TERMINATION FEE IS \$175 PER WIRELESS PHONE NUMBER. FOR SERVICE ACTIVATED ON OR AFTER 11/16/06, OR FOR LINES OF SERVICE WITH MINIMUM TERMS EXTENDED ON OR AFTER 11/16/06, THE EARLY TERMINATION FEE IS \$175, WHICH WILL BE REDUCED BY \$5 FOR EACH FULL MONTH TOWARD YOUR MINIMUM TERM THAT YOU COMPLETE.** (The Early Termination Fee applies only to the extent permitted by law. If you buy your wireless phone from an authorized agent or third-party vendor, you should check to see if they charge a separate termination fee.) If you terminate your service as of the end of your minimum term, you won't be responsible for any remaining part of your monthly billing cycle. **Otherwise, all terminations by you during a monthly billing cycle become effective on the last day of that billing cycle.** You'll remain responsible for all fees and charges incurred until then and won't be entitled to any partial month credits or refunds. You may be able to take, or "port," your current wireless phone number to another service provider. If you request your new service provider to port a number from us, and we receive your request from that new service provider, we'll treat it as notice from you to terminate our service for that number upon successful completion of porting. After the porting is completed, you won't be able to use our service for that number. You'll remain responsible for any Early Termination Fee, and for all fees and charges through the end of that billing cycle, just like any other termination. If you're porting a phone number to us from another company, we may not be able to provide you some services, such as 911 location services, immediately.

Our Rights to Make Changes

Your service is subject to our business policies, practices, and procedures, which we can change without notice. **UNLESS OTHERWISE PROHIBITED BY LAW, WE CAN ALSO CHANGE PRICES AND ANY OTHER CONDITIONS IN THIS AGREEMENT AT ANY TIME BY SENDING YOU WRITTEN NOTICE PRIOR TO THE BILLING PERIOD IN WHICH THE CHANGES WOULD GO INTO EFFECT. IF YOU CHOOSE TO USE YOUR SERVICE AFTER THAT POINT, YOU'RE ACCEPTING THE CHANGES. IF THE CHANGES HAVE A MATERIAL ADVERSE EFFECT ON YOU, HOWEVER, YOU CAN END THE AFFECTED SERVICE, WITHOUT ANY EARLY TERMINATION FEE, JUST BY CALLING US WITHIN 60 DAYS AFTER WE SEND NOTICE OF THE CHANGE.**

Your Wireless Phone

Your wireless phone is any device you use to receive our wireless voice or data service. It must comply with Federal Communications Commission regulations and be compatible with our network and your Calling Plan. Whether you buy your wireless phone from us or someone else is entirely your choice. At times we may change your wireless phone's software, applications or programming remotely and without notice. This could affect data you've stored on, the way you've programmed, or the way you use, your wireless phone. Your wireless phone may also contain software that prevents it from being used with any other company's wireless service, even if it's no longer used to receive our service.

Your Wireless Phone Number and Caller ID

You don't have any rights in any personal identification number, email address, or identifier we assign you (we'll tell you if we decide to change or reassign them). The same is true of your wireless phone number, except for any right you

may have to port it. Your wireless phone number and name may show up when you call someone. You can block this "Caller ID" for most calls by dialing *67 before each call, or by ordering per-line call blocking (dialing *82 to unblock) where it's available. You can't block Caller ID to some numbers, such as toll-free numbers.

How Service Works

Wireless phones use radio transmissions, so we can't provide service when your wireless phone isn't in range of one of our transmission sites, or a transmission site of another company that's agreed to carry our customers' calls, or if there isn't sufficient network capacity available at that moment. Even within a coverage area, there are many factors, including customer's equipment, terrain, proximity to buildings, foliage, and weather, that may impact service.

Charges and Fees We Set

θ You agree to pay all access, usage, and other charges and fees we bill you or that the user of your wireless phone accepted, even if you weren't the user of your wireless phone and didn't authorize its use. These include Federal Universal Service, Regulatory and administrative Charges, and may also include other charges related to our governmental costs. We set these charges. They aren't taxes, aren't required by law, are kept by us in whole or in part, and the amounts and what's included are subject to change. You may have to pay fees to begin service or reconnect suspended service. Usage charges may vary depending on where, when, and how you call. You have a Home Rate and Coverage Area and a Local Calling Area (which may be different). When you call from inside a Local Calling Area to somewhere outside of it, or call from anywhere outside a Local Calling Area, there may be toll, regional calling, or long distance charges in addition to airtime (we provide or select the long distance service for calls on our network). When you make a call inside your Local Calling Area that uses a local phone company's lines (for example, a call to a typical home phone number), we may charge landline or connection fees. We charge airtime for most calls, including toll-free and operator-assisted calls. Additional features and services such as operator or directory assistance, call dialing, calling card use, Call Forwarding, data calls, automatic call delivery, Voice Mail, Text Messaging, and wireless Internet access, may have additional charges. Features such as Call Waiting, Call Forwarding, or 3-Way Calling involve multiple calls and multiple charges.

Taxes, Fees, and Surcharges We Don't Set

θ You agree to pay all taxes, fees, and surcharges set by the government. We may not always give advance notice of changes to these items. If you're tax-exempt you must give us your exemption certificates and pay for any filings we make.

Roaming and Roaming Charges

You're "roaming" whenever you make or receive a call using a transmission site outside your Home Rate and Coverage Area, or using another company's transmission site. Your wireless phone may sometimes connect to and roam on another company's network even when you're within your Home Rate and Coverage Area or Local Calling Area. There may be extra charges (including charges for long distance, tolls, or calls that don't connect) and higher rates for roaming calls, depending on your Calling Plan.

Your Bill

θ Your bill is our notice to you of your fees, charges and other important information. You should read everything in your bill. We bill usage charges after calls are made or received. We bill access fees and some other charges in advance. You can view your detailed bill online. We'll also send you a streamlined bill without call detail (or a detailed bill if you request one, subject to any applicable fee). We may charge a fee for bill reprints. If you choose Internet billing (where available), you waive any right to paper bills or notices.

How We Calculate Your Bill

Your bill reflects the fees and charges in effect under your Calling Plan at the time they're incurred. You can dispute your bill, but only within 180 days of receiving it. Unless otherwise provided by state law, you must still pay any disputed charges until the dispute is resolved. Charges may vary depending on where your wireless phone is when a call starts. If a charge depends on an amount of time used, we'll round up any fraction of a minute to the next full minute. Time starts when you first press **SEND** or the call connects to a network on outgoing calls, and when the call connects to a network (which may be before it rings) on incoming calls. Time may end several seconds after you press **END** or the call otherwise disconnects. For calls made on our network, we only bill for calls that are answered (which includes calls answered by machines). Most calls you make or receive during a billing cycle are included in your bill for that cycle. Billing for airtime (including roaming) and related charges may, however, sometimes be delayed. Delayed airtime will be applied against the included airtime for the month when you actually made or received the call, even though such charges may show up on a later bill. This may result in charges higher than you'd expect in the later month.

Your Rights for Dropped Calls or Interrupted Service

If you get disconnected by our network from a call in your Home Rate and Coverage Area, redial. If the same number answers within 5 minutes, call us within 90 days and we'll give you a 1-minute airtime credit. If service is interrupted in your Home Rate and Coverage Area for more than 24 hours in a row due to our fault, call us within 180 days and we'll give you a credit for the period of interruption. These are your only rights for dropped calls or interrupted service.

Payments, Deposits, Credit Cards, and Checks

Ø Payment is due in full as stated on your bill. IF WE DON'T RECEIVE PAYMENT IN FULL WHEN DUE, WE MAY, TO THE EXTENT PERMITTED BY THE LAW OF THE STATE OF THE BILLING ADDRESS WE HAVE ON FILE FOR YOU AT THE TIME, CHARGE YOU A LATE FEE OF UP TO 1.5 PERCENT A MONTH (18 PERCENT ANNUALLY), OR A FLAT \$5 A MONTH, WHICHEVER IS GREATER, ON UNPAID BALANCES. (IF YOU CHOOSE ANOTHER COMPANY TO BILL YOU FOR OUR SERVICE [SUCH AS ANOTHER VERIZON COMPANY], LATE FEES WILL BE SET BY THAT PARTY OR BY ITS TARIFFS, WHICH MAY BE HIGHER THAN OUR LATE FEE RATE.) WE MAY ALSO CHARGE YOU FOR ANY COLLECTION AGENCY FEES THAT WE ARE CHARGED BY A COLLECTION AGENCY WE USE TO COLLECT FROM YOU IF IT IS PERMITTED BY THE LAW OF THE STATE WHERE YOU HAVE YOUR BILLING ADDRESS WHEN WE FIRST SEND YOUR ACCOUNT TO A COLLECTION AGENCY. We may require an advance deposit (or an increased deposit) from you. We'll pay simple interest on any deposit at the rate the law requires. Please retain your evidence of deposit. You agree that we can apply deposits, payments, or prepayments in any order to any amounts you owe us on any account. You can't use a deposit to pay any bill unless we agree. We refund final credit balances of less than \$1 only upon request. We won't honor limiting notations you make on or with your checks. We may charge you up to \$25 for any returned check, depending on applicable law.

If Your Wireless Phone is Lost or Stolen

If your wireless phone is lost or stolen, it is very important that you notify us immediately for your own protection, so that we can suspend your service to prevent further usage. If your bill shows charges to your phone after the loss but before you reported it, and you want a credit for those charges, we will investigate your account activity. You do not have to pay the charges you dispute while they are being investigated to determine whether the charges resulted from usage by someone not authorized to use the phone. Further, if we haven't given you a courtesy suspension of recurring monthly fees within the prior year, we'll give you one for 30 days, or until you replace or recover your wireless phone,

whichever comes first. You may need to provide further information regarding the theft or loss if we ask for it.

Our Rights to Limit or End Service or This Agreement

You agree not to resell our service to someone else without our prior written permission. You also agree your wireless phone won't be used for any other purpose that isn't allowed by this agreement or that's illegal. You agree that you won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. **WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE OR ANY AGREEMENT WITH YOU FOR THIS OR ANY OTHER GOOD CAUSE, including, but not limited to:** (a) paying late more than once in any 12 months; (b) incurring charges larger than a required deposit or billing limit (even if we haven't yet billed the charges); (c) harassing our employees or agents; (d) lying to us; (e) interfering with our operations; (f) breaching this agreement; (g) "spamming," or other abusive messaging or calling; (h) modifying your wireless phone from its manufacturer's specifications; (i) providing credit information we can't verify; (j) using your service in a way that adversely affects our network or other customers; or (k) allowing anyone to tamper with your wireless phone number. We can also temporarily limit your service for any operational or governmental reason. If you file for bankruptcy, our rights to limit, suspend, or end your service or any agreement with you will be governed by bankruptcy law.

Directory Information

∅ We don't publish directories of our customers' phone numbers. We don't provide them to third parties for listing in directories either.

Your Privacy - IMPORTANT INFORMATION - PLEASE READ CAREFULLY BEFORE MAKING YOUR PURCHASE DECISION

∅ We have a duty under federal law to protect the confidentiality of information about the quantity, technical configuration, type, destination, and amount of your use of our service, together with similar information on your bills. (This doesn't include your name, address, and wireless phone number.) Except as provided in this agreement, we won't intentionally share personal information about you without your permission. **WE MAY USE AND SHARE INFORMATION ABOUT YOU AND HOW YOU USE THE SERVICES: (A) SO WE CAN PROVIDE OUR GOODS OR SERVICES; (B) SO OTHERS CAN PROVIDE GOODS OR SERVICES TO US, OR TO YOU ON OUR BEHALF; (C) SO WE OR OUR AFFILIATES CAN COMMUNICATE WITH YOU ABOUT GOODS OR SERVICES THAT ANY OF US OFFER (ALTHOUGH YOU CAN CALL US ANY TIME IF YOU DON'T WANT US TO DO THIS); (D) TO PROTECT OURSELVES; OR (E) AS REQUIRED BY LAW, LEGAL PROCESS, OR EXIGENT CIRCUMSTANCES. IN ADDITION, WE MAY INCLUDE OUR OWN OR THIRD-PARTY ADVERTISING IN THE SERVICES YOU'VE PURCHASED FROM US, AND WE MAY SHARE INFORMATION ABOUT YOU WITH AFFILIATES, VENDORS AND THIRD PARTIES TO, IN ADDITION TO THE ABOVE REASONS, DELIVER RELEVANT ADVERTISING TO YOU WHILE USING THE SERVICES. WE MAY COLLECT AND TRANSMIT INFORMATION REGARDING YOUR USE OF THE SERVICES THROUGH APPLICATIONS OR OTHER SOFTWARE PRESENT ON YOUR DEVICE. IF YOU DO NOT WANT US TO COLLECT, TRANSMIT OR USE SUCH INFORMATION ABOUT YOU FOR THE ABOVE PURPOSES, YOU SHOULD NOT USE THE SERVICES; BY USING THE SERVICES, YOU EXPRESSLY AUTHORIZE US TO USE YOUR INFORMATION FOR THESE PURPOSES.** Further, you've authorized us to investigate your credit history at any time and to share credit information about you with credit reporting agencies and our affiliates. If you ask, we'll tell you the name and address of any credit agency that gives us a credit report about you. It's illegal for unauthorized people to intercept your calls, but such interceptions can occur. For training or quality assurance, we may also monitor or record our

calls with you.

Employee Discounts

You may be eligible for a discount on your monthly access fee based on an agreement between your employer and us or if you qualify under a government employee discount program. When you make changes to your account, we may require you to validate that you are still employed by your organization. You understand that by participating in an employee discount program we may release certain information relating to your service, including your name, your wireless telephone number and total monthly charge to your organization (does not apply to government employees). We may adjust your discount in accordance with your organization's agreement with us and remove your discount after your Customer Agreement expires or if you leave your employer. You agree that any change or removal of your discount, based on your employment status or your organization's agreement with us, shall not be considered to have a material adverse effect on you.

Disclaimer of Warranties

Ø WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR WIRELESS PHONE. WE CAN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE.

Waivers and Limitations of Liability

Ø UNLESS THE LAW FORBIDS IT IN ANY PARTICULAR CASE, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY, OR ANY OTHER THEORY. THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ONE OF OUR SUPPLIERS, TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THE SUPPLIER FOR SUCH CLAIM. You agree we aren't liable for problems caused by you or a third party; by buildings, hills, network congestion, tunnels, weather, or other things we don't control; or by any act of God. You also agree we aren't liable for missed Voice Mails, or deletions of Voice Mails from your Voice Mailbox (if you have one), even if you've saved them. If another wireless carrier is involved in any problem (for example, while you roam), you also agree to any limitations of liability in its favor that it imposes.

Dispute Resolution and Mandatory Arbitration

Ø WE EACH AGREE TO SETTLE DISPUTES (EXCEPT CERTAIN SMALL CLAIMS) ONLY BY ARBITRATION. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND REVIEW IS LIMITED, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME LIMITATIONS IN THIS AGREEMENT, AS A COURT WOULD. IF AN APPLICABLE STATUTE PROVIDES FOR AN AWARD OF ATTORNEY'S FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO EACH AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT:

(1) THE FEDERAL ARBITRATION ACT APPLIES TO THIS AGREEMENT. EXCEPT FOR QUALIFYING SMALL CLAIMS COURT CASES, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY PRIOR AGREEMENT FOR WIRELESS SERVICE WITH US OR ANY OF OUR AFFILIATES OR PREDECESSORS IN INTEREST,

OR ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT OR SUCH A PRIOR AGREEMENT, OR ANY ADVERTISING FOR SUCH PRODUCTS OR SERVICES, WILL BE SETTLED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE, OR LOCAL GOVERNMENT AGENCIES AND THEY CAN, IF THE LAW ALLOWS, SEEK RELIEF AGAINST US ON YOUR BEHALF.

(2) FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY. FOR CLAIMS OF \$10,000 OR LESS, THE COMPLAINING PARTY CAN CHOOSE EITHER THE AAA'S SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES, AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT, OR THE BBB'S RULES FOR BINDING ARBITRATION. EACH OF US MAY BE REQUIRED TO EXCHANGE RELEVANT EVIDENCE IN ADVANCE. IN LARGE/COMPLEX CASES UNDER THE WIA RULES, THE ARBITRATORS MUST APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSER MAY HAVE THE AWARD REVIEWED BY A PANEL OF THREE NEW ARBITRATORS.

(3) YOU CAN OBTAIN PROCEDURES, RULES, AND FEE INFORMATION FROM THE AAA (WWW.ADR.ORG), THE BBB (WWW.BBB.ORG), OR FROM US. **THIS AGREEMENT DOESN'T PERMIT CLASS ARBITRATIONS EVEN IF THOSE PROCEDURES OR RULES WOULD.** IN EXCHANGE FOR YOUR AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS, WE'RE PROVIDING YOU A FREE INTERNAL MEDIATION PROGRAM. MEDIATION IS A PROCESS FOR MUTUALLY RESOLVING DISPUTES. A MEDIATOR CAN HELP PARTIES REACH AGREEMENT, BUT DOESN'T DECIDE THEIR ISSUES. IN OUR MEDIATION PROGRAM, WE'LL ASSIGN SOMEONE (WHO MAY BE FROM OUR COMPANY) NOT DIRECTLY INVOLVED IN THE DISPUTE TO MEDIATE. THAT PERSON WILL HAVE ALL THE RIGHTS AND PROTECTIONS OF A MEDIATOR. NOTHING SAID IN THE MEDIATION CAN BE USED IN A LATER ARBITRATION OR LAWSUIT. CONTACT US AT VERIZONWIRELESS.COM OR THROUGH CUSTOMER SERVICE TO FIND OUT MORE.

(4) IF YOU REQUEST MEDIATION UNDER OUR PROGRAM, PARTICIPATE IN GOOD FAITH IN AT LEAST ONE TELEPHONIC MEDIATION SESSION, AND THE MEDIATION DOESN'T RESOLVE THE DISPUTES BETWEEN US, WE'LL PAY ANY FILING FEE LATER CHARGED YOU BY THE AAA OR BBB FOR ONE ARBITRATION OF THOSE DISPUTES. IF THAT ARBITRATION PROCEEDS, WE'LL ALSO PAY ANY FURTHER ADMINISTRATIVE AND ARBITRATOR FEES LATER CHARGED FOR IT AND (IF THE ARBITRATION AWARD IS APPEALABLE UNDER THIS AGREEMENT) ANY APPEAL TO A NEW THREE ARBITRATOR PANEL. WE MAY MAKE YOU A WRITTEN OFFER OF SETTLEMENT ANY TIME BEFORE ARBITRATION BEGINS. IF WE DO AND YOU DON'T RECOVER IN ARBITRATION MORE THAN 75% OF THE OFFERED AMOUNT, YOU AGREE TO REPAY US THE LESSER OF ANY FEES WE ADVANCED OR WHAT YOU WOULD HAVE PAID IN FEES AND COSTS IN COURT UNDER SIMILAR CIRCUMSTANCES.

(5) ANY ARBITRATION AWARD MADE AFTER COMPLETION OF AN ARBITRATION IS FINAL AND BINDING AND MAY BE CONFIRMED IN ANY COURT OF COMPETENT JURISDICTION. AN AWARD AND ANY JUDGMENT CONFIRMING IT ONLY APPLIES TO THE ARBITRATION IN WHICH IT WAS AWARDED AND CAN'T BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

(6) IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH IN SUBSECTION (3) ABOVE IS DEEMED UNENFORCEABLE, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY. FURTHER, IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN

THROUGH ARBITRATION, WE EACH WAIVE ANY TRIAL BY JURY.

About You

Ø You represent that you're at least 18 years old and have the legal capacity to accept this agreement. If you're ordering for a company, you're representing that you're authorized to bind it, and where the context requires, "you" means the company.

About This Agreement

Ø A waiver of any part of this agreement in one instance isn't a waiver of any part or any other instance. You can't assign this agreement or any of your rights or duties under it. We may assign all or part of this agreement or your debts to us without notice, and you agree to make all subsequent payments as instructed. NOTICES ARE CONSIDERED DELIVERED WHEN WE SEND THEM BY EMAIL OR FAX TO ANY EMAIL OR FAX NUMBER YOU'VE PROVIDED TO US, OR 3 DAYS AFTER MAILING TO THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU, IF BY US, OR TO THE CUSTOMER SERVICE ADDRESS ON YOUR MOST RECENT BILL, IF BY YOU. If any part of this agreement, including any part of its arbitration provisions, is held invalid, that part may be severed from this agreement. This agreement and the documents to which it refers form the entire agreement between us on their subjects. You can't rely on any other documents or statements on those subjects by any sales or service representatives, and you have no other rights with respect to service or this agreement, except as a specifically provided by law. This agreement isn't for the benefit of any third party except our parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. Except to the extent we've agreed otherwise in the provisions on late fees, collection costs and arbitration, this agreement and disputes covered by it are governed by the laws of the state encompassing the area code assigned to your wireless phone number when you accepted this agreement, without regard to the conflicts of laws and rules of that state.

Last Updated: 05/15/07

Badlands Cellular of North Dakota Limited Partnership
Rate Plans - August, 2007

Mkt Cd	Pplan Cd	Pplan Desc	Access Amt	Pk Allow Min	Tot Allow Min	Pk Min Rt
416	28600	SingleRate Canada 1500 Anytime \$160.00 2Y 0801	160.00	-	1,500	0.25
416	41389	IND_AGNT_DEMO_PLAN_\$0_750MIN	-	-	750	0.25
416	49357	AMERICA'S CHOICE 300 ANYTIME \$34.99 1Y 0603	34.99	-	300	0.45
416	49359	AMERICA'S CHOICE 300 ANYTIME \$34.99 2Y 0603	34.99	-	300	0.45
416	49364	AMERICA'S CHOICE 400 ANYTIME 1Y 0603	39.99	-	400	0.45
416	49366	AMERICA'S CHOICE 400 ANYTIME 2Y 0603	39.99	-	400	0.45
416	49371	AMERICA'S CHOICE 500 ANYTIME 2Y 0603	49.99	-	500	0.40
416	57079	PUSH TO TALK UNLIMITED AMERICA'S CHOICE 400 ANYTIME \$59.99 1Y 0204	59.99	-	400	0.45
416	57174	AMERICAS CHOICE PRI SHARE 500 ANYTIME UNLTD IN-NET \$49.99 2Y 0204	49.99	-	500	0.40
416	57178	AMERICAS CHOICE PRI SHARE 800 ANYTIME UNLTD IN-NET \$59.99 1Y 0204	59.99	-	800	0.40
416	57179	AMERICAS CHOICE PRI SHARE 800 ANYTIME UNLTD IN-NET \$59.99 2Y 0204	59.99	-	800	0.40
416	57187	AMERICAS CHOICE PRI SHARE 1200 ANYTIME UNLTD IN-NET \$79.99 2Y 0204	79.99	-	1,200	0.35
416	57239	AMERICAS CHOICE SECONDARY SHARE UNLIMITED FAMILY CALLING \$20.00 1Y 0204	20.00	-	-	0.45
416	57240	AMERICA'S CHOICE SECONDARY SHARE UNLIMITED FAMILY CALLING \$20.00 2Y 0204	20.00	-	-	0.45
416	57242	AMERICAS CHOICE SECONDARY SHARE IN CALLING \$20.00 2Y 0204	20.00	-	-	0.45
416	57444	AMERICA'S CHOICE BUSINESSSHARE 400 ANY 1000 IN-NET UNLIM N&W \$44.99 1Y 0204	44.99	-	400	0.25
416	57445	AMERICA'S CHOICE BUSINESSSHARE 400 ANY 1000 IN-NET UNLIM N&W \$44.99 2Y 0204	44.99	-	400	0.25
416	57446	AMERICA'S CHOICE BUSINESSSHARE 800 ANY 1000 IN-NET UNLIM N&W \$64.99 1Y 0204	64.99	-	800	0.25
416	57716	AMERICAS CHOICE PRI SHARE 2000 ANYTIME UNLTD IN-NET \$99.99 2Y 0404	99.99	-	2,000	0.25
416	57718	AMERICAS CHOICE PRI SHARE 3000 ANYTIME UNLTD IN-NET \$149.99 2Y 0404	149.99	-	3,000	0.25
416	57720	AMERICAS CHOICE PRI SHARE 4000 ANYTIME UNLTD IN-NET \$199.99 2Y 0404	199.99	-	4,000	0.20
416	57723	AMERICAS CHOICE PRI SHARE 400 ANYTIME UNLTD IN-NET \$39.99 1Y 0404	39.99	-	400	0.45
416	57724	AMERICAS CHOICE PRI SHARE 400 ANYTIME UNLTD IN-NET \$39.99 2Y 0404	39.99	-	400	0.45
416	57742	AMERICAS CHOICE PRI SHARE 400 ANYTIME 39.99 IN-NET CALLING+\$10.00 1Y 0404	39.99	-	400	0.45
416	57743	AMERICAS CHOICE PRI SHARE 400 ANYTIME 39.99 IN-NET CALLING+\$10.00 2Y 0404	39.99	-	400	0.45
416	59177	AMERICA'S CHOICE 2000 ANYTIME \$99.99 2Y 0504	99.99	-	2,000	0.25
416	59787	AMERICAS CHOICE BUSINESSSHARE 1200 ANY UNL IN-NET UNLIM N&W \$84.99 2Y 0504	84.99	-	1,200	0.25
416	59797	SINGLERATE NATIONAL 150 ANYTIME \$35.00 2Y 0504	35.00	-	150	0.40
416	59798	SINGLERATE NATIONAL 400 ANYTIME \$55.00 1Y 0504	55.00	-	400	0.35
416	59802	SINGLERATE NATIONAL 600 ANYTIME \$75.00 2Y 0504	75.00	-	600	0.35
416	62375	AMERICA'S CHOICE 450 ANYTIME \$39.99 1Y 0105	39.99	-	450	0.45
416	62376	AMERICA'S CHOICE 450 ANYTIME \$39.99 2Y 0105	39.99	-	450	0.45
416	62377	AMERICA'S CHOICE 900 ANYTIME \$59.99 1Y 0105	59.99	-	900	0.40
416	62378	AMERICA'S CHOICE 900 ANYTIME \$59.99 2Y 0105	59.99	-	900	0.40
416	62400	AMERICA'S CHOICE FAMILYSHARE PRI 500 ANY UNL N&W & IN CLG \$50.00 1YR 0105	50.00	-	500	0.45
416	62401	AMERICA'S CHOICE FAMILYSHARE PRI 500 ANY UNL N&W & IN CLG \$50.00 2YR 0105	50.00	-	500	0.45
416	62402	AMERICA'S CHOICE FAMILYSHARE PRI 1000 ANY UNL N&W & IN CLG \$70.00 1YR 0105	70.00	-	1,000	0.40
416	62403	AMERICA'S CHOICE FAMILYSHARE PRI 1000 ANY UNL N&W & IN CLG \$70.00 2YR 0105	70.00	-	1,000	0.40
416	62404	AMERICA'S CHOICE FAMILYSHARE PRI 1500 ANY UNL N&W & IN CLG \$90.00 1YR 0105	90.00	-	1,500	0.35
416	62405	AMERICA'S CHOICE FAMILYSHARE PRI 1500 ANY UNL N&W & IN CLG \$90.00 2YR 0105	90.00	-	1,500	0.35
416	62423	AMERICA'S CHOICE FAMILYSHARE SECONDARY 500 SHARE W/PRIMARY \$9.99 1YR 0105	9.99	-	-	0.45
416	62424	AMERICA'S CHOICE FAMILYSHARE SECONDARY 1000 SHARE W/PRIMARY \$9.99 1YR 0105	9.99	-	-	0.40
416	62425	AMERICA'S CHOICE FAMILYSHARE SECONDARY 1500 SHARE W/PRIMARY \$9.99 1YR 0105	9.99	-	-	0.35
416	62432	AMERICA'S CHOICE FAMILYSHARE SECONDARY 500 SHARE W/PRIMARY \$9.99 2YR 0105	9.99	-	-	0.45
416	62433	AMERICA'S CHOICE FAMILYSHARE SECONDARY 1000 SHARE W/PRIMARY \$9.99 2YR 0105	9.99	-	-	0.40
416	62461	AMERICAS CHOICE BUSINESSSHARE 450 ANY UNL IN-NET UNLIM N&W \$44.99 2Y 0105	44.99	-	450	0.25
416	62469	AMERICAS CHOICE BUSINESSSHARE 900 ANY UNL IN-NET UNLIM N&W \$64.99 2Y 0105	64.99	-	900	0.25
416	62484	SR REGIONAL 150	30.00	-	150	0.35
416	62983	AMERICA'S CHOICE II FOR BUSINESS 1350 ANYTIME UNL IN & N&W \$79.99 0205	79.99	-	1,350	0.25
416	63001	AMERICA'S CHOICE II FOR BUS 900 SHARE UNLIMITED IN & N&W \$64.99 0205	64.99	-	900	0.25
416	63016	AMERICA'S CHOICE II FOR BUS 450 SHARE UNLIMITED IN & N&W \$44.99 0205	44.99	-	450	0.25
416	63030	AMERICA'S CHOICE II 300 ANY UNL N&W \$34.99 1YR 0205	34.99	-	300	0.45
416	63031	AMERICA'S CHOICE II 300 ANY UNL N&W \$34.99 2YR 0205	34.99	-	300	0.45
416	63032	AMERICA'S CHOICE II 450 ANY UNL N&W AND UNL IN CALLING \$39.99 1YR 0205	39.99	-	450	0.45
416	63033	AMERICA'S CHOICE II 450 ANY UNL N&W AND UNL IN CALLING \$39.99 2YR 0205	39.99	-	450	0.45
416	63034	AMERICA'S CHOICE II 900 ANY UNL N&W AND UNL IN CALLING \$59.99 1YR 0205	59.99	-	900	0.40
416	63035	AMERICA'S CHOICE II 900 ANY UNL N&W AND UNL IN CALLING \$59.99 2YR 0205	59.99	-	900	0.40
416	63036	AMERICA'S CHOICE II 1350 ANY UNL N&W AND UNL IN CALLING \$79.99 1YR 0205	79.99	-	1,350	0.35
416	63037	AMERICA'S CHOICE II 1350 ANY UNL N&W AND UNL IN CALLING \$79.99 2YR 0205	79.99	-	1,350	0.35
416	63038	AMERICA'S CHOICE II 2000 ANY UNL N&W AND UNL IN CALLING \$99.99 1YR 0205	99.99	-	2,000	0.25
416	63039	AMERICA'S CHOICE II 2000 ANY UNL N&W AND UNL IN CALLING \$99.99 2YR 0205	99.99	-	2,000	0.25
416	63040	AMERICA'S CHOICE II 3000 ANY UNL N&W AND UNL IN CALLING \$149.99 1YR 0205	149.99	-	3,000	0.25
416	63075	AMERICA'S CHOICE II FAMILYSHR PRI 500 ANY UNL N&W/IN CALL \$50.00 1YR 0205	50.00	-	500	0.45
416	63076	AMERICA'S CHOICE II FAMILYSHR PRI 500 ANY UNL N&W/IN CALL \$50.00 2YR 0205	50.00	-	500	0.45
416	63077	AMERICA'S CHOICE II FAMILYSHR PRI 1000 ANY UNL N&W/IN CALL \$70.00 1YR 0205	70.00	-	1,000	0.40
416	63078	AMERICA'S CHOICE II FAMILYSHR PRI 1000 ANY UNL N&W/IN CALL \$70.00 2YR 0205	70.00	-	1,000	0.40
416	63079	AMERICA'S CHOICE II FAMILYSHR PRI 1500 ANY UNL N&W/IN CALL \$90.00 1YR 0205	90.00	-	1,500	0.35
416	63080	AMERICA'S CHOICE II FAMILYSHR PRI 1500 ANY UNL N&W/IN CALL \$90.00 2YR 0205	90.00	-	1,500	0.35
416	63082	AMERICA'S CHOICE II FAMILYSHR PRI 2500 ANY UNL N&W/IN CALL \$140.00 2YR 0205	140.00	-	2,500	0.25
416	63084	AMERICA'S CHOICE II FAMILYSHR PRI 3500 ANY UNL N&W/IN CALL \$190.00 2YR 0205	190.00	-	3,500	0.20
416	63085	AMERICA'S CHOICE II FAMILYSHR PRI 6000 ANY UNL N&W/IN CALL \$290.00 1YR 0205	290.00	-	6,000	0.20
416	63086	AMERICA'S CHOICE II FAMILYSHR PRI 6000 ANY UNL N&W/IN CALL \$290.00 2YR 0205	290.00	-	6,000	0.20
416	63109	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 500 SHR W/PRI \$9.99 1YR 0205	9.99	-	-	0.45
416	63110	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 500 SHR W/PRI \$9.99 2YR 0205	9.99	-	-	0.45
416	63111	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 1000 SHR W/PRI \$9.99 1YR 0205	9.99	-	-	0.40
416	63112	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 1000 SHR W/PRI \$9.99 2YR 0205	9.99	-	-	0.40

Appendix B

Badlands Cellular of North Dakota Limited Partnership
Rate Plans - August, 2007

Mkt Cd	Pplan Cd	Pplan Desc	Access Amt	Pk Allow Min	Tot Allow Min	Pk Min Rt
416	63113	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 1500 SHR W/PRI \$9.99 1YR 0205	9.99	-	-	0.35
416	63114	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 1500 SHR W/PRI \$9.99 2YR 0205	9.99	-	-	0.35
416	63116	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 2500 SHR W/PRI \$9.99 2YR 0205	9.99	-	-	0.25
416	63117	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 3500 SHR W/PRI \$9.99 1YR 0205	9.99	-	-	0.20
416	63118	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 3500 SHR W/PRI \$9.99 2YR 0205	9.99	-	-	0.20
416	63119	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 6000 SHR W/PRI \$9.99 1YR 0205	9.99	-	-	0.20
416	63120	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 6000 SHR W/PRI \$9.99 2YR 0205	9.99	-	-	0.20
416	63133	AMERICA'S CHOICE II SHR SEC 500 SHR W/PRI W/ONSTAR DEVICE \$9.99 1YR 0205	9.99	-	-	0.45
416	63135	AMERICA'S CHOICE II SHR SEC 1000 SHR W/PRI W/ONSTAR DEVICE \$9.99 1YR 0205	9.99	-	-	0.40
416	63147	NORTH AMERICA'S CHOICE II 450 ANY 1000 N&W/1000 IN CALL \$59.99 2YR 0205	59.99	-	450	0.45
416	63149	NORTH AMERICA'S CHOICE II 900 ANY 1000 N&W/1000 IN CALL \$79.99 2YR 0205	79.99	-	900	0.40
416	63151	NORTH AMERICA'S CHOICE II 1350 ANY 1000 N&W/1000 IN CALL \$99.99 2YR 0205	99.99	-	1,350	0.35
416	63153	NORTH AMERICA'S CHOICE II 2000 ANY 1000 N&W/1000 IN CALL \$119.99 2YR 0205	119.99	-	2,000	0.25
416	63318	\$25.99 SHAREPLAN	25.99	-	100	0.25
416	63661	PUSH TO TALK AMER CHOICE II FOR BUS 550 SHARE UNL IN \$54.99 2YR 0205	54.99	-	550	0.25
416	63721	AMERICA'S CHOICE II FOR BUSINESS 550 NATIONAL SHARE UNL IN \$44.99 0205	44.99	-	550	0.25
416	63724	AMERICA'S CHOICE II FOR BUS 550 NATL SHR UNL IN \$44.99 1Y 0205	44.99	-	550	0.25
416	63725	AMERICA'S CHOICE II FOR BUS 1100 NATL SHR UNL IN \$64.99 1Y 0205	64.99	-	1,100	0.25
416	63794	AMERICA'S CHOICE II FOR BUSINESS 450 ANYTIME UNL IN & N&W \$39.99 1YR 0205	39.99	-	450	0.25
416	63795	AMERICA'S CHOICE II FOR BUSINESS 450 ANYTIME UNL IN & N&W \$39.99 2YR 0205	39.99	-	450	0.25
416	63797	AMERICA'S CHOICE II FOR BUSINESS 900 ANYTIME UNL IN & N&W \$59.99 2YR 0205	59.99	-	900	0.25
416	63799	AMERICA'S CHOICE II FOR BUSINESS 1350 ANYTIME UNL IN & N&W \$79.99 2YR 0205	79.99	-	1,350	0.25
416	63801	AMERICA'S CHOICE II FOR BUSINESS 2000 ANYTIME UNL IN & N&W \$99.99 2YR 0205	99.99	-	2,000	0.25
416	63804	AMERICA'S CHOICE II FOR BUS 450 SHARE UNLIMITED IN & N&W \$44.99 1YR 0205	44.99	-	450	0.25
416	63805	AMERICA'S CHOICE II FOR BUS 450 SHARE UNLIMITED IN & N&W \$44.99 2YR 0205	44.99	-	450	0.25
416	63806	AMERICA'S CHOICE II FOR BUS 900 SHARE UNLIMITED IN & N&W \$64.99 1YR 0205	64.99	-	900	0.25
416	63807	AMERICA'S CHOICE II FOR BUS 900 SHARE UNLIMITED IN & N&W \$64.99 2YR 0205	64.99	-	900	0.25
416	63808	AMERICA'S CHOICE II FOR BUS 1350 SHARE UNLIMITED IN & N&W \$84.99 1YR 0205	84.99	-	1,350	0.25
416	63809	AMERICA'S CHOICE II FOR BUS 1350 SHARE UNLIMITED IN & N&W \$84.99 2YR 0205	84.99	-	1,350	0.25
416	63810	AMERICA'S CHOICE II FOR BUS 2000 SHARE UNLIMITED IN & N&W \$104.99 1YR 0205	104.99	-	2,000	0.25
416	63811	AMERICA'S CHOICE II FOR BUS 2000 SHARE UNLIMITED IN & N&W \$104.99 2YR 0205	104.99	-	2,000	0.25
416	63814	AMERICA'S CHOICE II FOR BUSINESS 550 ANYTIME UNLIMITED IN \$39.99 1YR 0205	39.99	-	550	0.25
416	63815	AMERICA'S CHOICE II FOR BUSINESS 550 ANYTIME UNLIMITED IN \$39.99 2YR 0205	39.99	-	550	0.25
416	63818	AMERICA'S CHOICE II FOR BUSINESS 1650 ANYTIME UNLIMITED IN \$79.99 1YR 0205	79.99	-	1,650	0.25
416	63820	AMERICA'S CHOICE II FOR BUSINESS 2500 ANYTIME UNLIMITED IN \$99.99 1YR 0205	99.99	-	2,500	0.25
416	63821	AMERICA'S CHOICE II FOR BUSINESS 2500 ANYTIME UNLIMITED IN \$99.99 2YR 0205	99.99	-	2,500	0.25
416	63856	AMERICA'S CHOICE II FOR BUS 550 NATL SHR UNL IN \$44.99 2Y 0205	44.99	-	550	0.25
416	63862	AMERICA'S CHOICE II FOR BUS 450 NATL SHARE UNL IN UNL N&W \$44.99 0205	44.99	450	-	0.25
416	63883	AMER CH II FOR BUS 450 NATL SHARE UNL IN UNL N&W \$44.99 1Y 0205	44.99	450	-	0.25
416	63919	VZW EMP PRI AMERICA'S CHOICE II 450 ANY UNL N&W & IN \$18.00 0305	18.00	-	450	0.10
416	64001	VZW EMP AMERICA'S CHOICE II FMLY SHARE SECOND \$9.99 0305	9.99	-	-	0.10
416	64035	INDIRECT AGENT AMERICA'S CHOICE II - 3000 ANY \$0.00 0305	-	-	3,000	0.25
416	64650	EXTRA CH FOR BUS \$109.99 1350 ANY UNL IN/NW \$79.99 UNL BLKBRRY \$30 0605	79.99	-	1,350	0.25
416	65000	CORE CH \$79.99 450 ANYTIME MIN UNL N&W/IN \$39.99 UNL BLCKBRRY \$40 2Y 0605	39.99	-	450	0.45
416	65001	CORE CHOICE \$79.99 450 ANYTIME MIN UNL N&W & IN \$39.99 UNL PDA \$40 0605	39.99	-	450	0.45
416	65002	CORE CHOICE \$79.99 450 ANYTIME MIN UNL N&W & IN \$39.99 UNL PDA \$40 2Y 0605	39.99	-	450	0.45
416	65005	EXTRA CH 1350 \$109.99 ANYTIME MIN UNL N&W \$79.99 & IN UNL PDA \$30 0605	79.99	-	1,350	0.35
416	65006	EXTRA CH 1350 \$109.99 ANYTIME MIN UNL N&W \$79.99 & IN UNL PDA \$30 2Y 0605	79.99	-	1,350	0.35
416	65035	CORE CHOICE FOR BUS \$79.99 550 ANY UNL IN \$39.99 & UNL BLKBRRY \$40 0605	39.99	-	550	0.25
416	65041	CORE CH FOR BUS \$79.99 450 ANY UNL IN/N&W \$39.99 UNL BLKBRRY \$40 0605	39.99	-	450	0.25
416	65102	CORE CH \$79.99 450 ANYTIME MIN UNL N&W/IN \$39.99 UNL BLCKBRRY \$40 0605	39.99	-	450	0.45
416	65845	AMERICA'S CHOICE II 300 ANY UNL N&W \$34.99 0705	34.99	-	300	0.45
416	65846	AMERICA'S CHOICE II 300 ANY UNL N&W \$34.99 2YR 0705	34.99	-	300	0.45
416	65847	AMERICA'S CHOICE II 450 ANY UNL N&W AND UNL IN CALLING \$39.99 0705	39.99	-	450	0.45
416	65848	AMERICA'S CHOICE II 450 ANY UNL N&W AND UNL IN CALLING \$39.99 2YR 0705	39.99	-	450	0.45
416	65849	AMERICA'S CHOICE II 900 ANY UNL N&W AND UNL IN CALLING \$59.99 0705	59.99	-	900	0.40
416	65850	AMERICA'S CHOICE II 900 ANY UNL N&W AND UNL IN CALLING \$59.99 2YR 0705	59.99	-	900	0.40
416	65851	AMERICA'S CHOICE II 1350 ANY UNL N&W AND UNL IN CALLING \$79.99 0705	79.99	-	1,350	0.35
416	65852	AMERICA'S CHOICE II 1350 ANY UNL N&W AND UNL IN CALLING \$79.99 2YR 0705	79.99	-	1,350	0.35
416	65853	AMERICA'S CHOICE II 2000 ANY UNL N&W AND UNL IN CALLING \$99.99 0705	99.99	-	2,000	0.25
416	65854	AMERICA'S CHOICE II 2000 ANY UNL N&W AND UNL IN CALLING \$99.99 2YR 0705	99.99	-	2,000	0.25
416	65855	AMERICA'S CHOICE II 4000 ANY UNL N&W AND UNL IN CALLING \$149.99 0705	149.99	-	4,000	0.25
416	65856	AMERICA'S CHOICE II 4000 ANY UNL N&W AND UNL IN CALLING \$149.99 2YR 0705	149.99	-	4,000	0.25
416	65857	AMERICA'S CHOICE II 6000 ANY UNL N&W AND UNL IN CALLING \$199.99 0705	199.99	-	6,000	0.20
416	65935	AMERICA'S CHOICE II FAMILYSHARE PRI 700 ANY UNL N&W/IN CALL \$60.00 0705	60.00	-	700	0.45
416	65936	AMERICA'S CHOICE II FAMILYSHARE PRI 700 ANY UNL N&W/IN CALL \$60.00 2YR 0705	60.00	-	700	0.45
416	65937	AMERICA'S CHOICE II FAMILYSHARE PRI 1400 ANY UNL N&W/IN CLG \$80.00 0705	80.00	-	1,400	0.40
416	65938	AMERICA'S CHOICE II FAMILYSHARE PRI 1400 ANY UNL N&W/IN CLG \$80.00 2YR 0705	80.00	-	1,400	0.40
416	65939	AMERICA'S CHOICE II FAMILYSHR PRI 2100 ANY UNL N&W/IN CLG \$100.00 0705	100.00	-	2,100	0.35
416	65940	AMERICA'S CHOICE II FAMILYSHR PRI 2100 ANY UNL N&W/IN CLG \$100.00 2YR 0705	100.00	-	2,100	0.35
416	65941	AMERICA'S CHOICE II FAMILYSHR PRI 3000 ANY UNL N&W/IN CLG \$140.00 0705	140.00	-	3,000	0.25
416	65942	AMERICA'S CHOICE II FAMILYSHR PRI 3000 ANY UNL N&W/IN CLG \$140.00 2YR 0705	140.00	-	3,000	0.25
416	65943	AMERICA'S CHOICE II FAMILYSHR PRI 4000 ANY UNL N&W/IN CLG \$190.00 0705	190.00	-	4,000	0.20
416	65944	AMERICA'S CHOICE II FAMILYSHR PRI 4000 ANY UNL N&W/IN CLG \$190.00 2YR 0705	190.00	-	4,000	0.20
416	65945	AMERICA'S CHOICE II FAMILYSHR PRI 6000 ANY UNL N&W/IN CLG \$290.00 0705	290.00	-	6,000	0.20
416	65948	PTT AMERICA'S CHOICE II FAM PRI 700 ANY UNL N&W/IN CALL \$70.00 2YR 0705	70.00	-	700	0.45

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Mkt Cd	Pplan Cd	Pplan Desc	Access Amt	Pk Allow Min	Tot Allow Min	Pk Min Rt
416	65960	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 700 SHR W/PRI \$9.99 0705	9.99	-	-	0.45
416	65961	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 700 SHR W/PRI \$9.99 2YR 0705	9.99	-	-	0.45
416	65962	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 1400 SHR W/PRI \$9.99 0705	9.99	-	-	0.40
416	65963	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 1400 SHR W/PRI \$9.99 2YR 0705	9.99	-	-	0.40
416	65964	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 2100 SHR W/PRI \$9.99 0705	9.99	-	-	0.35
416	65965	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 2100 SHR W/PRI \$9.99 2YR 0705	9.99	-	-	0.35
416	65966	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 3000 SHR W/PRI \$9.99 0705	9.99	-	-	0.25
416	65967	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 3000 SHR W/PRI \$9.99 2YR 0705	9.99	-	-	0.25
416	65968	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 4000 SHR W/PRI \$9.99 0705	9.99	-	-	0.20
416	65969	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 4000 SHR W/PRI \$9.99 2YR 0705	9.99	-	-	0.20
416	65970	AMERICA'S CHOICE II FAMILYSHARE SECONDARY 6000 SHR W/PRI \$9.99 0705	9.99	-	-	0.20
416	65973	PTT AMERICA'S CHOICE II FAMILYSHR SEC 700 SHR W/PRI \$19.99 2YR 0705	19.99	-	-	0.45
416	65984	AMERICA'S CHOICE II SHR SEC 700 SHR W/PRI W/ONSTAR DEVICE \$9.99 0705	9.99	-	-	0.45
416	65986	AMERICA'S CHOICE II SHR SEC 1400 SHR W/PRI W/ONSTAR DEVICE \$9.99 0705	9.99	-	-	0.40
416	65990	AMERICA'S CHOICE II SHR SEC 3000 SHR W/PRI W/ONSTAR DEVICE \$9.99 0705	9.99	-	-	0.25
416	65992	AMERICA'S CHOICE II SHR SEC 4000 SHR W/PRI W/ONSTAR DEVICE \$9.99 0705	9.99	-	-	0.20
416	66025	NORTH AMERICA'S CHOICE II 450 ANY 1000 N&W/1000 IN CALL \$59.99 0705	59.99	-	450	0.45
416	66027	NORTH AMERICA'S CHOICE II 900 ANY 1000 N&W/1000 IN CALL \$79.99 0705	79.99	-	900	0.40
416	66029	NORTH AMERICA'S CHOICE II 1350 ANY 1000 N&W/1000 IN CALL \$99.99 0705	99.99	-	1,350	0.35
416	66030	NORTH AMERICA'S CHOICE II 1350 ANY 1000 N&W/1000 IN CALL \$99.99 2YR 0705	99.99	-	1,350	0.35
416	66033	NORTH AMERICA'S CHOICE II 4000 ANY 1000 N&W/1000 IN CALL \$169.99 0705	169.99	-	4,000	0.25
416	66131	AMERICA'S CHOICE II FOR BUSINESS 450 ANYTIME UNL IN & N&W \$39.99 0705	39.99	-	450	0.25
416	66133	AMERICA'S CHOICE II FOR BUSINESS 900 ANYTIME UNL IN & N&W \$59.99 0705	59.99	-	900	0.25
416	66134	AMERICA'S CHOICE II FOR BUSINESS 900 ANYTIME UNL IN & N&W \$59.99 2YR 0705	59.99	-	900	0.25
416	66137	AMERICA'S CHOICE II FOR BUSINESS 2000 ANYTIME UNL IN & N&W \$99.99 0705	99.99	-	2,000	0.25
416	66140	AMERICA'S CHOICE II FOR BUSINESS 4000 ANYTIME UNL IN & N&W \$149.99 2YR 0705	149.99	-	4,000	0.25
416	66141	AMERICA'S CHOICE II FOR BUS 450 SHARE UNLIMITED IN & N&W \$44.99 0705	44.99	-	450	0.25
416	66142	AMERICA'S CHOICE II FOR BUS 450 SHARE UNLIMITED IN & N&W \$44.99 2YR 0705	44.99	-	450	0.25
416	66143	AMERICA'S CHOICE II FOR BUS 900 SHARE UNLIMITED IN & N&W \$64.99 0705	64.99	-	900	0.25
416	66145	AMERICA'S CHOICE II FOR BUS 1350 SHARE UNLIMITED IN & N&W \$84.99 0705	84.99	-	1,350	0.25
416	66147	AMERICA'S CHOICE II FOR BUS 2000 SHARE UNLIMITED IN & N&W \$104.99 0705	104.99	-	2,000	0.25
416	66149	AMERICA'S CHOICE II FOR BUS 4000 SHARE UNLIMITED IN & N&W \$154.99 0705	154.99	-	4,000	0.25
416	66150	AMERICA'S CHOICE II FOR BUS 4000 SHARE UNLIMITED IN & N&W \$154.99 2YR 0705	154.99	-	4,000	0.25
416	66159	AMERICA'S CHOICE II FOR BUSINESS 5000 ANYTIME UNLIMITED IN & N&W \$149.99 0705	149.99	-	5,000	0.25
416	66170	AMERICA'S CHOICE II FOR BUSINESS 5000 SHARE UNLIMITED IN \$154.99 2YR 0705	154.99	-	5,000	0.25
416	66184	PUSH TO TALK AMER CH II FOR BUS 450 SHARE UNLIM IN & N&W \$54.99 2YR 0705	54.99	-	450	0.25
416	66203	PUSH TO TALK AMER CHOICE II FOR BUS 550 SHARE UNL IN \$54.99 0705	54.99	-	550	0.25
416	66307	AMERICA'S CHOICE II FOR BUS 200 SHARE UNLIMITED IN & N&W \$34.99 0905	34.99	-	200	0.25
416	66384	AMERICA'S CHOICE II FOR BUS 200 SHARE UNLIMITED IN & N&W \$34.99 0905	34.99	-	200	0.25
416	66385	AMERICA'S CHOICE II FOR BUS 200 SHARE UNLIMITED IN & N&W \$34.99 2YR 0905	34.99	-	200	0.25
416	66567	AMERICA'S CHOICE 1200 ANYTIME 1103	79.99	-	1,200	0.35
416	66578	AMERICA'S CHOICE 300 ANYTIME	35.00	-	300	0.40
416	66593	AMERICA'S CHOICE 400 ANYTIME	45.00	-	400	0.40
416	66595	AMERICA'S CHOICE 300 ANYTIME	35.00	-	300	0.45
416	66600	AMERICA'S CHOICE 800 ANYTIME 0603	59.99	-	800	0.40
416	66602	AMERICA'S CHOICE FAMILY 300 ANYTIME	35.00	-	300	0.40
416	66603	AMERICA'S CHOICE FAMILY SHR \$.40 OVERAGE \$20 ACCESS	20.00	-	-	0.40
416	66618	AMERICA'S CHOICE FAMILY SHARE \$.45 OVERAGE \$20 ACCESS	20.00	-	-	0.45
416	66622	AMERICA'S CHOICE FAMILY SHARE \$.40 OVERAGE \$20 ACCESS	20.00	-	-	0.40
416	66640	AMERICA'S CHOICE FAMILY SHARE 800 ANYTIME 0603	59.99	-	800	0.40
416	66641	AMERICA'S CHOICE FAMILY SHARE 300 ANYTIME 0603	34.99	-	300	0.45
416	66642	AMERICA'S CHOICE FAMILY SHARE 400 ANYTIME 0603	39.99	-	400	0.45
416	66644	AMERICA'S CHOICE SHARE \$.45 OVERAGE \$20 ACCESS 0603	20.00	-	-	0.45
416	66645	AMERICA'S CHOICE SECONDARY SHARE \$.45 OVERAGE \$20.00 ACCESS 1204	20.00	-	100	0.45
416	66798	AMERICA'S CHOICE FAMILY SHARE 300 ANYTIME	35.00	-	300	0.40
416	66799	AMERICA'S CHOICE FAMILY SHARE \$.40 OVERAGE \$20 ACCESS	20.00	-	-	0.40
416	67440	EXTRA CHOICE FOR BUS \$114.99 1350 ANY UNL IN/NW \$79.99 UNL GOODMM \$35 0106	79.99	-	1,350	0.25
416	67786	AGENT USE ONLY AGENT SALES 500 ANYTIME \$15.00 ACCESS 0602	15.00	-	500	0.25
416	69101	SINGLERATE NATIONAL 150 \$35	35.00	-	150	0.40
416	69366	CONSUMER VALUE PLAN 100 ANYTIME LONG DISTANCE INCLUDED 0603	24.99	-	100	0.45
416	69367	CONSUMER VALUE PLAN 250 ANYTIME LONG DISTANCE INCLUDED 0603	29.99	-	250	0.45
416	69375	DIGITALCHOICE 500 ANYTIME W/LD \$39.99 ACCESS 0603	39.99	-	500	0.45
416	69376	DIGITALCHOICE 400 ANYTIME W/LD \$34.99 ACCESS 0204	34.99	-	400	0.45
416	69378	DIGITALCHOICE FAMILY SHARE PRIMARY 600 ANYTIME W/LD \$49.99 ACCESS 0603	49.99	-	600	0.40
416	69383	DIGITALCHOICE FAMILY SHARE SECONDARY W/LD \$20.00 ACCESS 0603	20.00	-	-	0.45
416	69392	DIGITALCHOICE PROMO 1000 ANYTIME 1102	39.99	-	1,000	0.40
416	69394	DIGITALCHOICE 500 ANYTIME LONG DISTANCE INCLUDED 1002	39.99	-	500	0.45
416	69395	DIGITALCHOICE 1000 ANYTIME PROMO W/LD \$49.99 ACCESS 1003	49.99	-	1,000	0.45
416	69398	DIGITALCHOICE FAMILY SHAREPLAN 1000 ANYTIME PROMO W/LD \$49.99 ACCESS 1003	49.99	-	1,000	0.45
416	69403	DIGITALCHOICE 400 ANYTIME W/LD \$34.99 ACCESS 0904	34.99	-	400	0.45
416	69404	DIGITALCHOICE 500 ANYTIME W/LD \$39.99 ACCESS 0904	39.99	-	500	0.45
416	69405	DIGITALCHOICE 550 ANYTIME W/LD \$39.99 ACCESS 0105	39.99	-	550	0.45
416	69407	DIGITALCHOICE 1000 ANYTIME W/LD \$59.99 ACCESS 0904	59.99	-	1,000	0.40
416	69408	DIGITALCHOICE 1100 ANYTIME W/LD \$59.99 ACCESS 0105	59.99	-	1,100	0.40
416	69411	LIFELINE NON TRIBAL 200 ANYTIME \$16.74 ACCESS 0904	16.74	-	200	0.45
416	69415	DIGITALCHOICE FAMILY SHARE PRIMARY 600 ANYTIME W/LD \$49.99 ACCESS 0904	49.99	-	600	0.40

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Mkt Cd	Pplan Cd	Pplan Desc	Access Amt	Pk Allow Min	Tot Allow Min	Pk Min Rt
416	69420	DIGITALCHOICE FAMILY SHARE SECONDARY W/LD \$20.00 ACCESS 0904	20.00	-	-	0.45
416	69421	DIGITALCHOICE 1000 ANYTIME W/LD \$59.99 ACCESS 0603	59.99	-	1,000	0.40
416	69788	\$31.99 SHAREPLAN	31.99	-	150	0.25
416	69799	\$14.99 SHAREPLAN	14.99	-	1	0.25
416	69890	EXTRA SHARE 440	40.00	-	440	0.25
416	69903	EXTRA SHARE 660	60.00	-	660	0.23
416	69910	EXTRA SHARE 880	80.00	-	880	0.20
416	69918	EXTRA SHARE 1100	100.00	-	1,100	0.17
416	69925	EXTRA SHAREPLAN	18.00	-	5	0.25
416	69968	ADVANTAGE SHARE 70	19.99	-	70	0.25
416	70108	CONSUMER VALUE PLAN 50 ANYTIME 0302	20.00	-	50	0.45
416	70332	CORP 150	15.00	-	150	0.20
416	70344	FREEDOM 30	30.00	-	100	0.30
416	70355	FREEDOM 18	18.00	-	40	0.35
416	70366	GOLD 400	39.99	-	400	0.30
416	70396	STANDARD SHARE 660	69.99	-	660	0.25
416	70456	STANDARD SHARE 660 ADD A LINE	69.99	-	-	0.25
416	70513	SHAREPLAN 1235 B	100.00	-	1,235	0.15
416	70521	MTM SHAREPLAN 300	50.00	-	300	0.30
416	70522	FAM SHR 300 ADD-A-LN	50.00	-	-	0.30
416	70556	FAMILY SHARE 300	50.00	-	300	0.30
416	70557	FMLY SHR 300 ADD LNE	50.00	-	-	0.30
416	70622	LD FAMILY 500	59.99	-	500	0.30
416	70623	FAM SHR 500 ADD-A-LN	59.99	-	-	0.30
416	70624	LD FAMILY 800 ADD A LINE	89.99	-	800	0.30
416	70625	LD FAMILY 800 ADD A LINE	89.99	-	-	0.30
416	70626	STANDARD SHARE 400	39.99	-	400	0.25
416	70627	STANDARD SHARE 400	39.99	-	-	0.25
416	70667	RADIO SHACK 750 ANYTIME \$20.00 ACCESS 0503	20.00	-	750	0.40
416	70668	SINGLE RATE 150	35.00	-	150	0.40
416	70685	CONSUMER VALUE PLAN 1000 ANYTIME LONG DISTANCE INCLUDED \$39.99 ACCESS 0506	39.99	-	1,000	0.45
416	70700	AMERICA'S CHOICE FAMILY SHARE 400 ANYTIME	35.00	-	400	0.45
416	70702	AMERICA'S CHOICE FAMILY SHARE 700 ANYTIME	55.00	-	700	0.40
416	72145	CONSUMER VALUE PLAN 50 ANYTIME \$20.00 ACCESS 0302	20.00	-	50	0.45
416	72665	NORTH AMERICA'S CHOICE II FAMILY SHARE PLAN PRI 6000 ANYTIME \$310.00 0205	310.00	-	6,000	0.20
416	72728	NORTH AMERICA'S CHOICE II FAMILY SHARE SEC 6000 SHARE W/PRI \$9.99 0205	9.99	-	-	0.20
416	72841	AMERICA'S CHOICE II 450 ANY UNLIM N&W AND UNLIM IN CALLING \$39.99 0407	39.99	-	450	0.45
416	72846	AMERICA'S CHOICE II 900 ANY UNLIM N&W AND UNLIM IN CALLING \$59.99 0407	59.99	-	900	0.40
416	72847	AMERICA'S CHOICE II 1350 ANY UNLIM N&W AND UNLIM IN CALLING \$79.99 0407	79.99	-	1,350	0.35
416	72848	AMERICA'S CHOICE II 2000 ANY UNLIM N&W AND UNLIM IN CALLING \$99.99 0407	99.99	-	2,000	0.25
416	72849	AMERICA'S CHOICE II 4000 ANY UNLIM N&W AND UNLIM IN CALLING \$149.99 0407	149.99	-	4,000	0.25
416	72850	AMERICA'S CHOICE II 6000 ANY UNLIM N&W AND UNLIM IN CALLING \$199.99 0407	199.99	-	6,000	0.20
416	72864	AMERICA'S CHOICE II FAM SH PRI 700 ANY UNL N&W/IN CALL \$60 S4510 0407	60.00	-	700	0.45
416	72865	AMERICA'S CHOICE II FAM SHARE SECONDARY 700 SHR W/PRI \$9.99 S4510 0407	9.99	-	-	0.45
416	72866	AMERICA'S CHOICE II FAM SH PRI 1400 ANY UNL N&W/IN CALL \$80 S4512 0407	80.00	-	1,400	0.40
416	72867	AMERICA'S CHOICE II FAM SHARE SECONDARY 1400 SHR W/PRI \$9.99 S4512 0407	9.99	-	-	0.40
416	72868	AMERICA'S CHOICE II FAM SH PRI 2100 ANY UNL N&W/IN CALL \$100 S4513 0407	100.00	-	2,100	0.35
416	72869	AMERICA'S CHOICE II FAM SHARE SECONDARY 2100 SHR W/PRI \$9.99 S4513 0407	9.99	-	-	0.35
416	72870	AMERICA'S CHOICE II FAM SH PRI 3000 ANY UNL N&W/IN CALL \$140 S4514 0407	140.00	-	3,000	0.25
416	72871	AMERICA'S CHOICE II FAM SHARE SECONDARY 3000 SHR W/PRI \$9.99 S4514 0407	9.99	-	-	0.25
416	72872	AMERICA'S CHOICE II FAM SH PRI 4000 ANY UNL N&W/IN CALL \$190 S4515 0407	190.00	-	4,000	0.20
416	72873	AMERICA'S CHOICE II FAM SHARE SECONDARY 4000 SHR W/PRI \$9.99 S4515 0407	9.99	-	-	0.20
416	72874	AMERICA'S CHOICE II FAM SH PRI 6000 ANY UNL N&W/IN CALL \$290 S4516 0407	290.00	-	6,000	0.20
416	72875	AMERICA'S CHOICE II FAM SHARE SECONDARY 6000 SHR W/PRI \$9.99 S4516 0407	9.99	-	-	0.20
416	72876	AM CH II SELECT 450 ANY UNL N&W UNL IN CALLING UNL MESSAGING \$59.99 0407	59.99	-	450	0.45
416	72877	AM CH II SELECT 900 ANY UNL N&W UNL IN CALLING UNL MESSAGING \$79.99 0407	79.99	-	900	0.40
416	72878	AM CH II SELECT 1350 ANY UNL N&W UNL IN CALLING UNL MESSAGING \$99.99 0407	99.99	-	1,350	0.35
416	72880	AM CH II SELECT 4000 ANY UNL N&W UNL IN CALLING UNL MESSAGING \$169.99 0407	169.99	-	4,000	0.25
416	72883	AM CH II SELECT FAM SH PRI 700 ANY UNL N&W UNL IN UNL MSG \$90 S4931 0407	90.00	-	700	0.45
416	72884	AM CH II SELECT FAMILY SHARE SECONDARY 700 SHR W/PRI \$9.99 S4931 0407	9.99	-	-	0.45
416	72885	AM CH II SELECT FAM SH PRI 1400 ANY UNL N&W UNL IN UNL MSG \$110 S4932 0407	110.00	-	1,400	0.40
416	72886	AM CH II SELECT FAMILY SHARE SECONDARY 1400 SHR W/PRI \$9.99 S4932 0407	9.99	-	-	0.40
416	72887	AM CH II SELECT FAM SH PRI 2100 ANY UNL N&W UNL IN UNL MSG \$130 S4933 0407	130.00	-	2,100	0.35
416	72888	AM CH II SELECT FAMILY SHARE SECONDARY 2100 SHR W/PRI \$9.99 S4933 0407	9.99	-	-	0.35
416	72889	AM CH II SELECT FAM SH PRI 3000 ANY UNL N&W UNL IN UNL MSG \$170 S4934 0407	170.00	-	3,000	0.25
416	72890	AM CH II SELECT FAMILY SHARE SECONDARY 3000 SHR W/PRI \$9.99 S4934 0407	9.99	-	-	0.25
416	72891	AM CH II SELECT FAM SH PRI 4000 ANY UNL N&W UNL IN UNL MSG \$220 S4935 0407	220.00	-	4,000	0.20
416	72892	AM CH II SELECT FAMILY SHARE SECONDARY 4000 SHR W/PRI \$9.99 S4935 0407	9.99	-	-	0.20
416	72895	AMERICA'S CHOICE II 300 ANY UNLIM N&W \$34.99 0407	34.99	-	300	0.45
416	73057	AM CHOICE II + CANADA FAM SHR PRI 2100 ANY 1000 N&W 1000 IN \$120 S4955 0707	120.00	-	2,100	0.35
416	73058	AM CHOICE II + CANADA FAM SHARE SECONDARY 2100 SHARE W/PRI \$9.99 S4955 0707	9.99	-	-	0.35
416	73059	AMERICA'S CHOICE II + CANADA 1350 ANY 1000 N&W 1000 IN CALL \$99.99 0707	99.99	-	1,350	0.35
416	73062	AMERICA'S CHOICE II + CANADA 900 ANY 1000 N&W 1000 IN CALL \$79.99 0707	79.99	-	900	0.40
416	73063	AMERICA'S CHOICE II LOYALTY 100 ANYTIME MINUTES 500 N&W \$25 0607	25.00	-	100	0.45
416	73064	AMERICA'S CHOICE II LOYALTY 50 ANYTIME MINUTES 250 N&W \$20 0607	20.00	-	50	0.45
416	73065	AMERICA'S CHOICE II LOYALTY FAM SH PRI 550 ANY UNL N&W/IN \$50 S4957 0607	50.00	-	550	0.45

Badlands Cellular of North Dakota Limited Partnership
 Rate Plans - August, 2007

Mkt Cd	Pplan Cd	Pplan Desc	Access Amt	Pk Allow Min	Tot Allow Min	Pk Min Rt
416	73066	AMERICA'S CHOICE II LOYALTY FAM SH SEC 550 SHR W/PRI \$9.99 S4957 0607	9.99	-	-	0.45
416	73069	AMERICA'S CHOICE II EMAIL 1350 MINS UNL BLACKBERRY+N&W+IN \$109.99 0707	109.99	-	1,350	0.35
416	73185	AM CHOICE II FOR BUS EMAIL+MSG 900 SH ANY UNL PDA+MSG+N&W+IN \$124.99 0707	124.99	-	900	0.25
416	73221	AC PREMIUM FAM SHR PRI 700 VPAK+NAV+EMAIL+UNL MSG+N&W+IN S4958 \$110 0707	110.00	-	700	0.45
416	73222	AC PREMIUM FAM SHR SECONDARY 700 SHARE W/PRI \$29.99 S4958 0707	29.99	-	-	0.45