TARIFF D.P.U.C No. 1
CELLULAR MOBILE TELEPHONE SERVICE TARIFF

Section 2 (Continued)

Cellular Telephone System:

The mobile telephone system which provides Cellular Telephone Services.

Department:

The Connecticut Department of Public Utility Control

End User:

The Person authorized by the Wholesale Customer to use those Cellular Telephone Services which were purchased from the Company by the Wholesale Customer.

Facilities:

The telecommunication switching equipment, cell site transceiver equipment and other equipment maintained by the Company to render the Cellular Telephone Services within the territory.

Person:

An individual, corporation, partnership or other recognized legal entity.

Recurring Charges:

Those fixed charges that will be billed to a Wholesale Customer each month, including, but not limited to access charges and optional feature charges.

Usage:

Use of Company's Cellular Telephone System, measured in seconds or minutes.

Section 2 (continued)

Wholesale Customer (or Customer):

The Person to whom Access Numbers are assigned and who purchases Cellular Telephone Services from Company and is responsible for the payment of charges to Company pursuant to this Tariff.

3.0 Establishment and Furnishing of Service

3.1 General

3.1.1 All applicable provisions in Company's Tariffs lawfully on file shall be binding on the part of Company, the Wholesale Customer and End Users. Any change in rates or regulations prescribed by the Commission will be effective to the extent of such change only.

3.1.2 Company may refuse service to any applicant who is indebted to Company for services previously rendered until the indebtedness shall be satisfied to the extent acceptable by Company.

3.2 Access Numbers

Wholesale Customers have no proprietary right in the access number(s) associated with the Wholesale Customer's mobile radio unit(s). Company reserves the right to assign, designate or change such number(s) when reasonably necessary in the conduct of its business.

3.3 Deposits and Delinquent Charges

3.3.1 Company may, in order to safeguard its interests, require a Wholesale Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as set forth in this Tariff on a per Access Number

Section 3 (Continued)

basis as a guarantee of the payment of charges. Such deposits may be refunded or credited to the Wholesale Customer at any time prior to the termination of the service. In accordance with §37-1 Conn. Gen. Stat., the Company will apply interest at an annual rate of 8% to security deposits.

3.3.2 The fact that a deposit is made does not relieve the Wholesale Customer from making advance payments or from complying with Company's regulations for the payment of bills in accordance with the terms herein and does not constitute a waiver or modification of the regulations of Company providing for the discontinuance of service for nonpayment of any sums due Company for services rendered.

3.3.3 Upon discontinuation of Cellular Telephone Services, the deposit will be credited to the Wholesale Customer's account and any credit balance will be refunded after all amounts due Company have been paid.

3.3.4 Company will apply a monthly delinquency charge at an interest charge to be determined by applying a rate not to exceed the maximum rate allowed by Connecticut law to the average outstanding balance of unpaid Customer charges. The rate is 1 1/2% per month.

4.0 General Provisions

4.1 Counties to be Served

Pursuant to Federal Communications Commission authorization, Company is authorized to serve Litchfield County, Connecticut.

TARIFF D.P.U.C No. 1
CELLULAR MOBILE TELEPHONE SERVICE TARIFF

Section 4 (Continued)

4.2 Undertaking of Company

Company undertakes to provide the Service offered in this Tariff at the terms and conditions specified herein and at the rates and charges on record with, and as governed by the rules and regulations of, the Connecticut Department of Public Utility Control. This undertaking is dependent upon Company's ability to obtain, retain and maintain, without unreasonable expense, suitable facilities, licenses and rights for the construction and maintenance of the necessary circuits and equipment and is subject to emergencies and force majeure conditions.

4.3 Availability of Service

4.3.1 Service is available to Cellular Telephones when within the range of Company's Facilities located within the Connecticut Rural Service Area No. 1.

4.3.2 Subject to the terms and conditions specified in this Tariff, Service will be provided to any person, firm, corporation or other legal entity that wishes to become a Wholesale Customer.

4.3.3 Service may be temporarily refused or limited in whole or part because of system capacity limitations.

4.3.4 Service is subject to transmission limitations caused by atmospheric and like conditions, such as signal deterioration caused by structures and topography.

4.3.5 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for the proper or improved operation of the Service.

TARIFF D.P.U.C No. 1
CELLULAR MOBILE TELEPHONE SERVICE TARIFF

Section 4 (Continued)

4.4 Use of the Service

4.4.1 Service shall only be provided by Company under this Tariff to Wholesale Customers, within the Connecticut Rural Service Area No. 1.

4.4.2 Service is furnished for use by Wholesale Customer, for resale to retail customers or for use in the Wholesale Customer's business.

4.4.3 Service is subject to transmission limitations caused by atmospheric or topographical conditions.

4.4.4 Service is furnished for use, resale or shared use, by a Wholesale Customer. Orders for activating, changing or terminating service will be accepted by Company, only from a Wholesale Customer.

4.4.5 Cellular mobile radio units must be technically and operationally compatible with the cellular system and in conformance with applicable Federal Communications Commission rules and regulations.

4.4.6 Restriction on Use

Cellular Telephone Services are furnished subject to the conditions that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes but is not limited to:

4.4.6.1 Using the Cellular Telephone Services for any purpose which is in violation of any law.

4.4.6.2 Obtaining or attempting to obtain Cellular Telephone Services through any scheme, false representation and/or use of any fraudulent means or devices

Section 4 (Continued)

whatsoever with the intent to avoid payment, in whole or in part, of charges for Cellular Telephone Services, or assisting any other person or firm in such regard.

4.4.6.3 Attempting to, or actually obtaining accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any Facilities of Company or assisting any other person or firm in such regard.

4.4.6.4 Using the Cellular Telephone Services in a manner that interferes unreasonably with use of Cellular Telephone Services by one or more other Wholesale Customers or End Users.

4.4.6.5 Using the Cellular Telephone Services to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

4.5 Wholesale Customer Obligations

4.5.1 The use of the Cellular Telephone Services shall at all times be subject to the control of the Company operator at the control point of the Cellular Telephone System.

Section 4 (Continued)

4.5.2 The Wholesale Customer shall be solely responsible for all risks and expenses incurred in connection with its actions in the sale and service of the Cellular Telephone Services or any other acts required of the Wholesale Customer pursuant to this Tariff. The Wholesale Customer shall act in all respects on its own account and shall be solely responsible for any credit verification, deposits, billing, consolidation, rebilling, or End User billing complaints, toll calls, bad debts and fraudulent use, by any Persons of any Access Number or Access Numbers assigned to the Wholesale Customer.

4.5.3 The Wholesale Customer indemnifies Company and holds Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over Company's Facilities, against claims for infringement of patents arising from, combining with, or used in connection with Facilities of Company, apparatus and systems of the Wholesale Customer or its End Users, and against all other claims arising out of any act or omission of the Wholesale Customer in connection with Facilities provided by Company.

5.0 Terms

5.1 Taxes

There shall be added to any charge listed herein an amount equal to any duty, levy, tax or withholding, including but not limited to, sales and use taxes, or any tax in lieu thereof or in addition thereto, imposed by any local, State or Federal government or governmental agency with respect to the Cellular Telephone Services, excepting only any taxes on the income of Company.

Section 5 (Continued)

5.2 Application for Service

5.2.1 A written application, supplied by Company, must be submitted by Wholesale Customer.

5.2.2 Wholesale Customer shall inform its end-users that Company, as a wholesale carrier, assumes no end-user liability and should not be contacted by the end-user for any problems. The following notice, or equivalent language, acceptable to the Company, must be prominently displayed on each end-user bill:

NOTICE

This service is provided by (Wholesale Customer's name) (which or who) is obtaining wholesale cellular capacity from Litchfield County Cellular, Inc. Litchfield County Cellular, Inc. assumes no liability to you. Should you have a problem, contact only (Wholesale Customer's name) at (Wholesale Customer's telephone number).

5.3 The minimum initial term for subscription to service will be six (6) months for the Wholesale Customer. The Wholesale Customer and Company shall define complete terms of the Wholesale Customer's affiliations and obligations by contractual agreement. In the event of any conflict between the provisions of such agreement and the provisions of this Tariff, the provisions of this Tariff shall control.

TARIFF D.P.U.C No. 1
CELLULAR MOBILE TELEPHONE SERVICE TARIFF

Section 5 (Continued)

5.4 The contract will become effective when it is signed by the Wholesale Customer and subsequently accepted in writing by Company and the contract will continue to be in effect until terminated as provided herein. Any service order request under this Agreement will be effective when placed by the Wholesale Customer and accepted by Company.

5.5 The initial Wholesale Customer/Company term will begin the day following the date service is made available. Upon expiration of the initial Wholesale Customer term, the agreement will automatically be renewed for thirty (30) day periods, unless written notice to the contrary is received by either party at least thirty (30) days prior to the expiration of the initial or subsequent terms. Renewals will be at the price and on the terms specified in this Tariff at the time of renewal.

5.6 The Wholesale Customer is solely responsible for the payment of charges for all services furnished including, but not limited to, all calls originated by or completed that result from Usage of the Access Numbers assigned to such Wholesale Customer, charges imposed on Company by other carriers, charges incurred by End Users, toll calls, cellular network usage, directory assistance, 700 service, 9XX specialized services and all other usages for which charges are incurred and attributed on monthly bills to the Access Numbers assigned by Company until 24 hours after receipt by Company of notice from the Wholesale Customer to disconnect any such Access Numbers. Notwithstanding the preceding sentence, no usage charge shall be made for 911 calls or repair calls to Company.

5.7 In the event an End User's Cellular Telephone is lost, stolen, or otherwise absent from the End User's possession or control, the Wholesale Customer

Section 5 (Continued)

shall nevertheless be liable for all charges attributable to the Access Number assigned to such Cellular Telephone until the loss, theft or absence is reported to Company.

6.0 Limitation of Company's Liability

6.1 Because Company has no control of the communications over the Service furnished, and because of the inevitability of occasional errors incident to the provision and use of such Services, the Service furnished by Company is subject to the terms, conditions and limitations herein specified.

6.2 In the absence of gross negligence or willful and wanton misconduct on the part of Company, its sole liability to its Wholesale Customers and End Users for interruptions in the Service furnished by Company is as follows:

6.2.1 A credit allowance will be made, at the Wholesale Customer's request, in the form of a pro rata adjustment of the fixed monthly charges billed by Company for the period that service was rendered inoperative by the interruption, as its full and complete liability. In the event the Wholesale Customer or End User is affected by such interruption for a period of less than 24 hours, no such adjustment shall be made.

6.2.2 Any such interruption will be measured from the time it is reported to or detected by Company, whichever occurs first.

6.2.3 When an interruption exceeds 24 hours, the length of the interruption will be measured in 24-hour days from the time the interruption is reported to or detected by Company, whichever occurs first. A fraction of a day consisting of less than 12

Section 6 (Continued)

hours will not be credited, and a period of 12 hours or more will be considered an additional day. The credit allowance will be computed by dividing the length of the Service interruption by a standard 30 day month, and then multiplying the result by Company's fixed monthly charges for each interrupted cellular number. In no case will the credit exceed the fixed monthly charges. No other liability will attach to Company in consideration of such interruption to Service.

6.2.4 A credit allowance will not be given for interruptions caused by the negligence or willful act of the Wholesale Customer or End User or interruptions caused by failure of equipment or service not provided by Company.

6.3 Company is not liable for any act or omission of non-Company facilities used in connection with the Service. Company shall in no event be liable for interruption or delays in transmission, errors or defects in transmission, or failure to transmit when caused by acts of God, fire, war, riots Government authorities or other causes beyond its control.

6.4 The Service furnished by Company in addition to the limitations set forth preceding, is also subject to the following limitation: Company shall not be liable for losses or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the Service, its transmission, or failures or defects in the equipment furnished by the Wholesale Customer unless caused by the gross negligence or willful or wanton misconduct of Company.

6.5 Company is not liable for damages for any accident or injury occasioned by the presence of, or use of the Service or the Cellular Telephone, unless caused by the

Section 6 (Continued)

gross negligence or willful misconduct of Company.

6.6 Company is not liable for any defacement or damage to any Wholesale Customer's or End User's vehicle resulting from the existence of the mobile radio unit unless such defacement or damage is caused by the gross negligence of Company.

6.7 Directory listings, if desired and ordered by the End User, shall be the responsibility of the Wholesale Customer who will make such arrangements as deemed appropriate to obtain said listings.

6.8 The Company shall not be liable to any person, Corporation, or other entity which uses any service provided by Company supplied under this Tariff for any claim for any loss of profit, loss of use, or indirect, special, reliance, incidental or consequential losses, damages, or expenses of any kind in connection with or arising out of this Tariff or any obligation resulting therefrom, or the use of Wholesale Cellular Service, whether in an action based on breach of warranty (express or implied), breach of contract, delay, negligence (active or passive), strict, tort liability or otherwise.

7.0 Disconnection of Service for Cause

7.1 Upon non-payment of any sum due Company, upon a violation of any of the conditions governing the furnishing of Service as provided in this Tariff, or where any Wholesale Customer or authorized user equipment is used with facilities provided by Company in violation of any of the provisions in this Tariff, Company may, at its sole discretion either temporarily discontinue or terminate the furnishing of Service to that Wholesale Customer.

TARIFF D.P.U.C No. 1
CELLULAR MOBILE TELEPHONE SERVICE TARIFF

Section 7 (Continued)

7.2 Actual notice will be given prior to taking any action to temporarily disconnect or permanently terminate Service. Such notice may consist of, at Company's option, either telephone communication to any adult member of the Wholesale Customer's premises and the furnishing of oral or written communication of said notice, or the mailing of a written notice. Said notice will: tell the Wholesale Customer that this Service is subject to temporary disconnection or permanent termination five (5) days from the notice date; give the reason(s) for disconnecting or terminating Service; and request the Wholesale Customer to contact Company immediately. Company will not take any action to temporarily disconnect or permanently terminate a Wholesale Customer's Service unless it has not been contacted by the Wholesale Customer within the five (5) days stated in the notice; or, if contacted by the Wholesale Customer, satisfactory arrangements have not been made for continued Service. Company accepts responsibility for giving actual notice to the Wholesale Customer.

7.3 Service may be refused or discontinued without notice in the event:

7.3.1 The Service is used in such a manner that adversely affects Company's Service to others, or

7.3.2 It is determined that the Wholesale Customer's Cellular Telephone(s) adversely affect Company's Service to others.

7.4 Service will be restored as soon as possible following payment in full and/or remedy of any of the aforementioned violations or conditions. A Service Activation Charge, will be assessed upon restoration of temporarily discontinued service.

Section 7 (Continued)

7.5 Service may be terminated by the Wholesale Customer on thirty (30) days' written notice to Company, or disconnected by Company for cause as specified in Sections 7.1-7.4. If termination at the request of the Wholesale Customer precedes expiration of the initial six (6) months minimum contract period, Wholesale Customer may be liable for termination charges as follows:

(1) The access rates as specified in Sections 13 and 15 for 50% of the remaining initial six (6) month contract period. These charges will be calculated at the prevailing rate authorized by this Tariff.

8.0 Provision of Cellular Telephones

8.1 Company shall not be responsible for the installation, operation, quality of transmission or maintenance of any Wholesale Customer's or End-User's Cellular Telephone.

8.2 The Wholesale Customer or End-User must provide and maintain Cellular Telephones and ensure that they are technically and operationally compatible with the Cellular Telephone System and in compliance with applicable rules and regulations of the Federal Communications Commission.

8.3 The operation of characteristics of Cellular Telephones shall be such as not to interfere with the Service offered by Company.

9.0 Directory Assistance, Operator and Toll Services

9.1 Directory assistance and Operator services will be provided as a direct pass thru by the local exchange or interexchange carriers as part of the services it furnishes Company. The Wholesale Customer will be billed for air time or Usage at the appropriate rate when a call is placed from a Cellular Telephone to directory assistance.

Section 9 (Continued)

9.2 Operator assistance is not provided by Company. Wholesale Customers or End Users can dial "0" or "0+" or place credit card calls, third number and collect calls. Operator assisted calls cannot be billed to the mobile number.

9.3 The Wholesale Customer will be billed for toll calls at a rate no greater than that currently in effect for the local exchange carrier providing the service or currently in effect for AT&T, as applicable.

10.0 Non-Exclusivity

Wholesale Customers who obtain Cellular Telephone Services from Company pursuant to this Tariff do so non-exclusively.

11.0 Non-discriminatory Cellular Telephone Service

Company will offer to sell its wholesale Cellular Telephone Services to any person, whether affiliated with Company or not, without discrimination and on the same terms and conditions.

12.0 Pricing

This Tariff contains schedules of rates for Cellular Radio Telecommunications Service within the Connecticut Rural Service Area No. 1 (Litchfield County). Service is provided by Company as authorized by the Connecticut Department of Public Utility Control.

Rates will be charged based on the following rate elements: Access, Airtime Usage-On-Peak, Airtime Usage-Off-Peak, and Optional Services and Features.

Rates charged for a particular service will be uniform for all Wholesale Customers within a contract period on any given day and will be in accordance with approved rates listed herein.

TARIFF D.P.U.C No. 1
CELLULAR MOBILE TELEPHONE SERVICE TARIFF

Section 12 (Continued)

12.1 The following schedule of rates and charges shall apply to the sale of wholesale cellular mobile telephone service provided by the Company in the State of Connecticut. The schedule represents a range only, indicating the maximum and minimum rates and charges. The Company shall not charge any rate less than the minimum nor greater than the maximum; except that the Company, during any limited promotional periods, may suspend rates and charges. Charges for local exchange service (if any) of interconnected landline company, toll telephone service, the lease of landline facilities incurred in connection with cellular mobile telephone service and any extraordinary landline interconnection charges will be billed by the Company where appropriate under the applicable Tariffs and are not included in the schedule of rates in this Section.

12.2 The effective rates are on file with the Department of Public Utility Control. The Company shall notify the subscriber and the Department of Public Utility Control at least thirty (30) days prior to the effective date of any rate or charge.

12.3 Cellular access numbers and usage charges are offered in several categories reflecting discounts with a minimum-maximum rate associated with each category (discount category). For cellular numbers and usage, the effective rate of the discount category is charged to all subscribers in the same discount category.

12.4 At such times as the effective rates may be changed for cellular numbers or peak usage or off-peak usage, or any one of them, such changed effective rates at the Company's option will either: (a) continue the same discount percentages between successive discount categories as are contained in the initial effective rates, or (b) contain an equal discount percentage between successive discount categories. For usage, the effective rate will be rounded to the nearest one-quarter (1/4) cent.

Section 12 (Continued)

12.5 Rates specified for a particular service will be uniform for all subscribers within a contract period and will be in accordance with approved rates listed herein, or as amended within the requirements of the approved Tariff.

12.6 All subscribers will receive a monthly billing reflecting access charges, usage charges, toll charges, optional services, local landline exchange service charges (if any) and state and federal taxes.

12.7 Where applicable, long distance toll and local exchange service charges (if any) apply to completed calls between the Connecticut RSA No. 1 and other telephone exchange areas.

13.0 Service

Service will be provided to Wholesale Customer by Company in an initial increment of fifty (50) Access Numbers for the first fifty numbers and a minimum of twenty-five (25) Access Numbers in each increment thereafter. Wholesale Customer will, regardless of actual usage, pay for monthly access charges per access number, from the date subscribed to, as set forth in established rates, Section 15. Additionally, Wholesale Customer shall agree to subscribe initially to such Access Numbers for the minimum period of six (6) months, and for thirty (30) day periods thereafter, as described in Section 5.

14.0 Timing of Calls

14.1 Chargeable time for calls originated by a cellular mobile station begins when a connection is established, and ends when the cellular mobile station disconnects.

14.2 Chargeable time for calls received by a cellular mobile station begins when the call is answered by the cellular mobile station and ends when the cellular mobile station disconnects.

Section 14 (Continued)

14.3 Chargeable time is billed in increments of one minute each. A minimum of one minute of applicable cellular usage charges shall be billed for each call after the connection is established.

14.4 When a connection is established in one rate period and ends in another, the rate in effect for each period applies to the portion of the connection occurring within each rate period.

15.0 Rate Periods for Usage

15.1 Peak Period:

7:00 a.m. to but not including 8:00 p.m., Monday through Friday.

15.2 Off-Peak Period:

8:00 p.m. to but not including 7:00 a.m., Monday through Friday and all day on Saturday, Sunday and the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.

15.3 Basic Service:

15.3.1 Access Number Rates

Initial service is provided in a block of fifty (50) cellular telephone numbers. Subsequent purchases of cellular telephone numbers shall be in minimum blocks of 25 cellular telephone numbers each.

All cellular telephone numbers not activated within thirty (30) days from the reservation date will be billed the appropriate cellular telephone number rate in accordance with the following chart and will be billed the minimum usage rate in accordance with Section 15.3.2 following.

TARIFF D.P.U.C No. 1
CELLULAR MOBILE TELEPHONE SERVICE TARIFF

Section 15 (Continued)

Monthly rates for telephone number blocks are as follows:

		$ Rate Per Month/Number	
		Minimum Amount	Maximum Amount
(1)	For each cellular number up to 500 numbers (minimum initial order of 50, and subsequent orders in blocks of 25 numbers).	$0.00	$40.00
(2)	For each cellular number from 501 to 2,000 numbers (in blocks of 25 numbers).	$0.00	$40.00
(3)	For each cellular number from 2,001 to 5,000 numbers (in blocks of 25 numbers).	$0.00	$40.00
(4)	For each cellular number from 5,001 to 10,000 numbers (in blocks of 25 numbers).	$0.00	$40.00

Section 15 (Continued)

(5)	For each cellular number from 10,001 to 20,000 numbers (in block of 25 numbers).	$0.00	$40.00
(6)	For each cellular number over 20,000 numbers (in blocks of 25 numbers).	$0.00	$40.00

15.3.2 Usage Rates

As permitted by the Company's interconnection agreement(s) and by law, the Company will

(1) bill the cellular subscriber for charges associated with calls originated on the subscriber's access number block(s) including, but not limited to:

(i) cellular usage rates for the utilization of the cellular system;

(ii) local exchange service rates (if any) incurred to complete the call using the public switched telephone network, as filed in the appropriate Tariff of the interconnecting landline carrier; and

(iii) toll rates for completion of toll traffic where applicable as filed in the appropriate Tariff of the interconnecting toll carrier; and

(2) The cellular subscriber will be billed for cellular usage for calls terminating on the subscriber's access number block(s).

(3) Usage rates for calls to E-911 emergency numbers will not be billed to the cellular subscriber.

TARIFF D.P.U.C No. 1
CELLULAR MOBILE TELEPHONE SERVICE TARIFF

Section 15 (Continued)

Usage charges shall be as follows:

		$ Rate Per Minute	
(1)	Peak Period	Minimum	Maximum
(a)	For usage up to and including 100,000 peak minutes per month.	$ .08	$ 0.40
(b)	For usage from 100,001 to 250,000 peak minutes per month.	$ .08	$ 0.40
(c)	For usage from 250,001 to 500,000 peak minutes per month.	$ .08	$ 0.40
(d)	Four usage from 500,001 to 1,000,000 peak minutes per month.	$ .08	$ 0.40
(e)	For usage from 1,000,001 to 2,000,000 peak minutes per month.	$ .08	$ 0.40
(f)	For usage from 2,000,001 to 4,000,000 peak minutes per month.	$ .08	$ 0.40
(g)	For usage over 4,000,000 peak minutes per month.	$ .08	$ 0.40

		$ Rate Per Minute	
(2)	Off-Peak Period	Minimum	Maximum
(a)	For usage up to and including 25,000 off-peak minutes per month.	$ .07	$ .30

Section 15 (Continued)

(b)	For usage from 25,001 to 62,500 off-peak minutes per month.	$ .07	$ .30
(c)	For usage from 62,501 to 125,000 off-peak minutes per month.	$ .07	$ .30
(d)	For usage from 125,001 to 250,000 off-peak minutes per month.	$ .07	$ .30
(e)	For usage from 250,001 to 500,000 off-peak minutes per month.	$ .07	$ .30
(f)	For usage from 500,001 to 1,000,000 off-peak minutes per month.	$ .07	$ .30
(g)	For usage over 1,000,000 off-peak minutes per month.	$ .07	$ .30

(3) The minimum monthly usage requirement is 100 billed hours of peak hour usage (cellular mobile station to landline) (or equivalent) per initial 50 number blocks; or 50 billed hours of peak hour usage (cellular mobile station to landline) (or equivalent) per 25 number additional block(s). Minimum usage is billed in advance. If actual usage exceeds the minimum requirements, the Wholesale Customer is billed the difference.

15.4 Discounts

Discounts are provided on cellular access number and usage charges to subscribers based on:

TARIFF D.P.U.C No. 1
CELLULAR MOBILE TELEPHONE SERVICE TARIFF

Section 15 (Continued)

(a) The quantity of activated numbers within the Band selected and maintained by the Wholesale Customer; and a legally binding commitment to take cellular service continuously from the Company for a period of time specified in the following schedule:

Quantity of Cellular Numbers Activated	Discount (Applied to Total Cellular Number and Usage Charges) Period			
	0-12 Months		13-24 Months	
Band	Min.	Max.	Min.	Max.
A Up to 50	0%	15%	0%	15%
B 51 - 350	0%	15%	0%	15%
C 351 - 1,000	0%	15%	0%	15%
D 1,001 - 2,500	0%	15%	0%	15%
E 2,501 - 5,000	0%	15%	0%	15%
F 5,001 - 10,000	0%	15%	0%	15%
G 10,001 - 20,000	0%	15%	0%	15%
H Over 20,000	0%	15%	0%	15%

The credited discount will be based on the Band and Period selected and applied to the Wholesale Customer's total monthly bill for cellular numbers and usage.

The Wholesale Customer may reestablish or terminate the discount after expiration of the Period selected. If termination occurs prior to the expiration of the Period selected, the discount is deemed unearned and the amount of charges discounted during the Period is due.

If the quantity of activated cellular numbers maintained by the wholesale customer is fewer than the selected Band, an adjustment to the next appropriate lower Band will be effected automatically. The discount difference between the Bands, previously credited, will be debited to the subscriber's monthly bill.

TARIFF D.P.U.C No. 1
CELLULAR MOBILE TELEPHONE SERVICE TARIFF

Section 15 (Continued)

During any Period selected, the Wholesale Customer may amend the selection and select a higher Band or a longer Period, or both and receive the higher appropriate discount.

Discounts will be credited towards the following month's bill after the Company's receipt of satisfactory documentation of the Wholesale Customer's eligibility to receive a discount. For purposes of applying discounts, the longevity of each number block will be determined separately.

(b) A discount will be provided according to the length of time that a Wholesale Customer has continuously taken cellular mobile telephone service in the State of Connecticut from a Cellular Carrier authorized by the FCC to provide facilities-based cellular mobile telephone service in the State of Connecticut, in accordance with the following schedule:

	0-12 months	13-24 months	25-36 months
Discount	0-10%	0-10%	0-10%
	37-48 months	49-60 months	61-72 months
	0-10%	0-10%	0-10%

(c) The maximum total discount provided to any subscriber for discounts under subsections (a) and (b) above shall not exceed 15%.

Section 15 (Continued)

15.5 Optional Services

a. General

The Company may provide one or more of the following features based upon the availability of facilities:

(1) Call Forwarding

Allows an end-user of cellular mobile telephone service to transfer all incoming calls to another telephone automatically during the period of time this feature is activated.

(2) No-Answer Transfer

Allows an end-user of cellular mobile telephone service to transfer all incoming calls to another telephone after a designated number of rings during the period of time this feature is activated.

(3) Three-Way Calling

Enables an end-user of cellular mobile telephone service to add a third party to an established connection without operator assistance. The third party may be called by the user of cellular mobile telephone service initiating the three-way calling on either a local or long distance basis.

(4) Call Waiting

When an end-user of cellular mobile telephone service is talking on the mobile station, a tone will signal that a call is waiting. The incoming caller hears a regular ringing signal. Flashing the hookswitch "holds" the first call while the second is answered. The end-user can alternate between calls by flashing the