

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

RATES - RETAIL (Continued)

(N)

AN. Two-Year Government Plan

Government entities, such as those described in the California Public Utilities Commission's General Order 96-A, are eligible for the rates and charges described in this section "AN".

	Two-Year Contract Plan
(1) Service Establishment*	
(a) To process an order for activation of an access number, Per number, per order	\$17.00
(b) To process an order for reactivation of an access number within 3 months of termination of service. Also, to reactivate an access number of a customer whose deposit was not received by the time prescribed in Special Condition 5 E. Per access number, per order	\$15.00
(2) Change*	
(a) To add or remove optional features, or remove custom calling features, or temporarily suspend (or extend the temporary suspension of) service up to 3 months per a customer's request, as described in (2)(b) below, or change an access number or electronic serial number or pre-selected long distance carrier.	
(b) Prior to the expiration of a temporary suspension of service, a customer may request an extension of the temporary suspension of service for a period no greater than 6 months from the date that service was initially temporarily suspended.	
Per number, per order.	\$15.00

*Not applicable to changes or activations done for the convenience of the Utility.

(N)

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

RATES - RETAIL (Continued)

AN. Two-Year Government Plan (Continued)

	Two-Year Contract Plan ^{1A}	
(3) Access charge per month, per number	\$30.00 (\$32.00)	(T) (R) (T)
(4) Usage Rates		
(a) Peak period, per minute	\$ 0.33 (\$ 0.37)	(R) (T)
(b) Off-peak period, per minute	\$ 0.21 (\$ 0.22)	(R) (T)
(5) Early Termination Fee, per number	\$150.00	
(6) Voice Mail ² Customer Calling Features/ Equipment Warranty ³ (optional package)	\$4.45/mo.	
(7) Government entities subscribing to the two-year Government Contract Plan will not receive, with respect to any identified mobile number, any of the benefits of any other pricing plan or program offered by Company with a minimum subscription period that is greater than 30 days in length ("Contract Plan") except the Equipment Warranty Program described in Special Condition 13 in Schedule 2-T and the Ten-Year Anniversary Credit Promotion described in Special Condition 37 of this schedule 2-T. Government entities may convert a mobile number from any such Contract Plan to the Two-Year Government Contract Plan, however, without incurring any early termination charge, provided that the entity agrees to a new Required Subscription Period.		

¹ Government Contract Plan rates apply when the customer commits in writing to maintain an identified mobile number on Company's service for a period of two years (the "Required Subscription Period") after the mobile number's activation on or conversion to this Plan. Upon the expiration of the Required Subscription Period, the mobile number will revert automatically to the rates and charges of the monthly Government Plan, described in Section AF of the Schedule 2-T.

² The Voice Mail Enhanced Package is a cellular voice mail service which includes message notification via a customer's pager. A government entity which requests the feature package described in AN (6) above must subscribe to the package for the Required Subscription Period. If the government entity cancels the feature package subscription prior to the expiration of the Required Subscription Period, the entity must commit to a new Required Subscription Period. If the government entity does not commit to the same, an early termination fee of \$150 per mobile number will be charged.

³ At the customer's option, any Two-Year Government Contract Plan may include the feature package described in AN (6) above which includes the equipment warranty as described in Special Condition 13 of this Schedule 2-T. In the event that a Two-Year Government Contract Plan customer subscribes to this feature package, (1) warranty coverage will continue for the Two-Year Government Contract Plan Required Subscription Period only, and (2) the early termination fee provided for in Special Condition 13 of this Schedule 2-T will not apply.

⁴ Reduced rates are effective on the filing date of Advice Letter No. 404. rates in parentheses are ceiling rates pursuant to the Rate Band Pricing Guidelines set forth in D.93-04-058. (N)
(N)

PROMOTIONS

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

23. Waiver of Service Establishment Charge

(T)

The Company will waive or credit the applicable Service Establishment charge upon request for any customer which requests to activate a number and previously subscribed to cellular service provided by an Affiliate of Company and terminated or was terminated from such service within 45 days prior to requesting service from Company. For the purpose of the offering described in this Special Condition No. 23 only, an "Affiliate of Company" shall mean AirTouch Cellular (serving San Diego and Imperial Counties); Sacramento-Valley Limited Partnership (serving Sacramento, San Joaquin, Sierra, Stanislaus, Sutter, Yolo, Yuba City, Colusa, Nevada, Placer, Butte, Glenn, Shasta, and Tehama Counties, California; and Washoe, Storey, Lyon, Douglas, White Pine and Lincoln Counties and Carson City, Nevada); and Modoc RSA Limited Partnership (serving Modoc, Lassen, and Plumas Counties); and Mineral RSA Limited Partnership (serving Mineral, Esmeralda and Nye, Nevada).

(T)(R)

(T)

24. \$100 Credit Promotion

A. Description: An eligible customer, as defined in Section B below, who agrees in writing during the period commencing on November 5, 1993 through and including December 31, 1993 ("Enrollment Period") to participate in this Credit Promotion for twelve months following PacTel's enrollment of the mobile number assigned to the customer in the Promotion ("Promotion Period") will receive a monthly bill credit of \$8.34 in each of the billing periods of the Promotion Period.¹ This credit shall be applied against the Fixed Monthly Charge applicable to the Super-Value Plan under which the eligible customer subscribes to service. The total credit for each mobile number enrolled in this Promotion by an eligible customer will not exceed \$100.

B. Eligibility: To participate in this promotion, the customer must (i) subscribe to Company's service under a Super-Value Plan (other than the After Hours Value Plan) as of the date of the customer's request to participate in this Promotion; or (ii) transfer service from another of Company's pricing plans or programs to a Super-Value Plan (other than the After Hours Value Plan) during the Enrollment Period;² or (iii) agree in writing to activate service with the Company and to subscribe to one of Company's Super-Value Plans (other than the After Hours Value Plan) during the Enrollment Period.

¹ Credits will be prorated if such proration is necessary to prohibit the provision of a credit to a mobile number enrolled in this Promotion in excess of \$100 and in the event that a mobile number is activated on this Promotion part way through a billing period. If a customer temporarily deactivates service for a mobile number enrolled in this Promotion on the last day of a billing period during the Promotion Period, the customer will not receive the monthly credit for such billing period. Following the reactivation of service to such a mobile number, the provision of credits will continue for as many billing periods as necessary in order to provide the total credit of \$100.

² Customers who so transfer service must agree to the Required Subscription Period applicable to the Super-Value Plan to which the customer's service has been transferred.

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

24. \$100 Credit Promotion (Continued)

(N)

- C. **Early Termination Fee and Applicable Waivers:** Except as expressly provided to the contrary in the following paragraphs, if, at any time during the Promotion Period, a participating customer ceases to participate in this Promotion (other than as the result of temporary deactivation), the customer must pay an early termination fee of \$100 in addition to any other early termination fees which may apply.

Customers participating in this Credit Promotion may, subject to the terms and conditions applicable to the Super-Value Plans, transfer their service to another Super-Value Plan (other than the After Hours Value Plan) during the Promotion Period without incurring the early termination fee associated with this Program.

A customer: (i) who subscribed to service under one of Company's Super-Value Plans as of the date the customer requests to participate in this Promotion; (ii) who completes the Required Subscription Period applicable to the Super-Value Plan chosen by the customer; and (iii) who, following the completion of such Required Subscription Period but prior to the expiration of the Promotion Period, transfers service to one of Company's pricing plans or programs which is not described in Special Conditions 19, 20, or 21 (of Schedule 2-T) of Company's tariffs; will not incur the early termination fee associated with this Promotion and will receive no further credits following the expiration of such Required Subscription Period.

A customer who, prior to the expiration of the Required Subscription Period applicable to the Super-Value Plan chosen by the customer and prior to the expiration of the Promotion Period, transfers service to one of Company's pricing plans or programs described in Special Conditions 19, 20, or 21 of this Schedule 2-T, will not incur the early termination fee associated with this Promotion and will receive no further credits following the effective date of the transfer.

For the purpose of the early termination fee waivers described in this Section C, Company's Equipment Warranty Program shall not be deemed to be a pricing plan or program of Company, but rather shall be considered to be a supplement thereto.

- D. **No Renewal:** Notwithstanding anything to the contrary in Special Condition 21 of Schedule 2-T of Company's tariffs, participation in this Promotion will not be automatically renewed at the end of the Promotion Period.

(N)

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

25. Service Establishment Credit Promotion

Any customer who requests to activate a mobile number on Company's service on December 4, 1993 ("Eligible Customer") will receive a bill credit of \$8.34 for each mobile number so activated in each of the six consecutive billing periods immediately following the activation of the mobile number ("Credit Period").¹ This credit shall be applied against the Access Charge or the Fixed Monthly Charge applicable to the pricing plan under which the Eligible Customer subscribes to service. The total credit for each mobile number participating in this Promotion will not exceed \$50.

If service to a mobile number participating in this Promotion is permanently deactivated prior to the expiration of the Credit Period, no further credits will be given under this Promotion following the date of deactivation. This Credit Promotion is not available in conjunction with any other service establishment waiver promotion.

26. Service Establishment Credit Promotion

Any customer who agrees in writing to activate a mobile number from December 26, 1993 through December 31, 1993 ("Eligible Customer") on Company's Second Phone Program, Free Off-peak Airtime Program, Free Off-peak Airtime Program: Premium Plan, or any Contract Program as described in Company's Schedule 2-T, Special Condition No. 21, will receive a bill credit of \$8.34 for each mobile number so activated in each of the six consecutive billing periods immediately following the activation of the mobile number ("Credit Period").² This credit shall be applied against the Access Charge or the Fixed Monthly Charge applicable to the pricing plan under which the Eligible Customer subscribes to service. The total credit for each mobile number participating in this Promotion will not exceed \$50.

If service to a mobile number participating in this Promotion is permanently deactivated prior to the expiration of the Credit Period, no further credits will be given under this Promotion following the date of deactivation. This Credit Promotion is not available in conjunction with any other service establishment waiver promotion.

1 Credits will be prorated if such proration is necessary to prohibit the provision of a credit to a mobile number enrolled in this Promotion in excess of \$50 and in the event that a mobile number is activated on this Promotion part way through a billing period. If a customer temporarily deactivates service for a mobile number enrolled in this Promotion on the last day of a billing period, the customer will not receive the credit for such billing period. Following the reactivation of service to such mobile number, the provision of credits will continue for as many billing periods as necessary in order to provide the total credit of \$50.

2 Credits will be prorated if such proration is necessary to prohibit the provision of a credit to a mobile number enrolled in this Promotion in excess of \$50 and in the event that a mobile number is activated on this Promotion part way through a billing period. If a customer temporarily deactivates service for a mobile number enrolled in this Promotion on the last day of a billing period, the customer will not receive the credit for such billing period. Following the reactivation of service to such a mobile number, the provision of credits will continue for as many billing periods as necessary in order to provide the total credit of \$50.

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

27. \$100 Credit January Promotion

(N)

- A. Description: An eligible customer, as defined in Section B below, who agrees in writing during the period commencing on January 1, 1994 through and including January 31, 1994 ("Enrollment Period") to participate in this Credit Promotion for twelve months following PacTel's enrollment of the mobile number assigned to the customer in the Promotion ("Promotion Period") will receive a monthly bill credit of \$8.34 in each of the billing periods of the Promotion Period.¹ This credit shall be applied against the Fixed Monthly Charge applicable to the Super-Value Plan under which the eligible customer subscribes to service. The total credit for each mobile number enrolled in this Promotion by an eligible customer will not exceed \$100.
- B. Eligibility: To participate in this promotion, the customer must (i) subscribe to Company's service under a Super-Value Plan (other than the After Hours Value Plan) as of the date of the customer's request to participate in this Promotion; or (ii) transfer service from another of Company's pricing plans or programs to a Super-Value Plan (other than the After Hours Value Plan) during the Enrollment Period;² or (iii) agree in writing to activate service with the Company and to subscribe to one of Company's Super-Value Plans (other than the After Hours Value Plan) during the Enrollment Period.

¹ Credits will be prorated if such proration is necessary to prohibit the provision of a credit to a mobile number enrolled in this Promotion in excess of \$100 and in the event that a mobile number is activated on this Promotion part way through a billing period. If a customer temporarily deactivates service for a mobile number enrolled in this Promotion on the last day of a billing period during the Promotion Period, the customer will not receive the monthly credit for such billing period. Following the reactivation of service to such a mobile number, the provision of credits will continue for as many billing periods as necessary in order to provide the total credit of \$100.

² Customers who so transfer service must agree to the Required Subscription Period applicable to the Super-Value Plan to which the customer's service has been transferred.

(N)

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

27. \$100 Credit January Promotion (Continued)

(N)

C. **Early Termination Fee and Applicable Waivers:** Except as expressly provided to the contrary in the following paragraphs, if, at any time during the Promotion Period, a participating customer ceases to participate in this Promotion (other than as the result of temporary deactivation), the customer must pay an early termination fee of \$100 in addition to any other early termination fees which may apply.

Customers participating in this Credit Promotion may, subject to the terms and conditions applicable to the Super-Value Plans, transfer their service to another Super-Value Plan (other than the After Hours Value Plan) during the Promotion Period without incurring the early termination fee associated with this Program.

A customer: (i) who subscribed to service under one of Company's Super-Value Plans as of the date the customer requests to participate in this Promotion; (ii) who completes the Required Subscription Period applicable to the Super-Value Plan chosen by the customer; and (iii) who, following the completion of such Required Subscription Period but prior to the expiration of the Promotion Period, transfers service to one of Company's pricing plans or programs which is not described in Special Conditions 19, 20, or 21 (of Schedule 2-T) of Company's tariffs; will not incur the early termination fee associated with this Promotion and will receive no further credits following the expiration of such Required Subscription Period.

A customer who, prior to the expiration of the Required Subscription Period applicable to the Super-Value Plan chosen by the customer and prior to the expiration of the Promotion Period, transfers service to one of Company's pricing plans or programs described in Special Conditions 19, 20, or 21 of this Schedule 2-T, will not incur the early termination fee associated with this Promotion and will receive no further credits following the effective date of the transfer.

For the purpose of the early termination fee waivers described in this Section C, Company's Equipment Warranty Program shall not be deemed to be a pricing plan or program of Company, but rather shall be considered to be a supplement thereto.

D. **No Renewal:** Notwithstanding anything to the contrary in Special Condition 21 of Schedule 2-T of Company's tariffs, participation in this Promotion will not be automatically renewed at the end of the Promotion Period.

(N)

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

28. \$100 Credit January Promotion - Corporate/Volume Purchaser Contract Plan

(N)

- A. Description: An eligible customer, as defined in Section B below, who agrees in writing during the period commencing on January 17, 1994 through and including January 31, 1994 ("Enrollment Period") to participate in this Credit Promotion for twelve months following PacTel's enrollment of the mobile number assigned to the customer in the Promotion ("Promotion Period") will receive a monthly bill credit of \$8.34 in each of the billing periods of the Promotion Period.¹ This credit shall be applied against the Access Charge applicable to the Corporate/Volume Purchaser Contract Plan. The total credit for each mobile number enrolled in this Promotion by an eligible customer will not exceed \$100.
- B. Eligibility: To participate in this promotion, the customer must agree in writing to activate service for not less than 250 new mobile numbers on the Company's Corporate/Volume Purchaser Contract Plan during the period commencing on January 17, 1994 through and including January 31, 1994 ("Enrollment Period"), and agree in writing to subscribe to the Corporate/Volume Purchaser Contract Plan during the Enrollment Period for each additional mobile number(s) for which the customer requests participation in this promotion.
- C. Early Termination Fee and Applicable Waivers: Except as expressly provided to the contrary in the following paragraphs, if, at any time during the Promotion Period, a mobile number which is enrolled in this Promotion ceases to participate in this Promotion (other than as the result of temporary deactivation), the customer must pay an early termination fee of \$100 in addition to any other early termination fees which may apply.

Customers participating in this Credit Promotion may, subject to the terms and conditions applicable to the Corporate/Volume Purchaser Contract Plan, transfer their service to one of Company's Super-Value Plans (other than the After Hours Value Plan) during the Promotion Period without incurring the early termination fee associated with this Program.

¹ Credits will be prorated if such proration is necessary to prohibit the provision of a credit to a mobile number enrolled in this Promotion in excess of \$100 and in the event that a mobile number is activated on this Promotion part way through a billing period. If a customer temporarily deactivates service for a mobile number enrolled in this Promotion on the last day of a billing period during the Promotion Period, the customer will not receive the monthly credit for such billing period. Following the reactivation of service to such a mobile number, the provision of credits will continue for as many billing periods as necessary in order to provide the total credit of \$100.

² Customers who so transfer service must agree to the Required Subscription Period applicable to the Super-Value Plan to which the customer's service has been transferred.

(N)

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

28. \$100 Credit January Promotion - Corporate/Volume Purchaser Contract Plan (Continued)

(N)

C. A customer: (i) who subscribed to service under Company's Corporate/Volume Purchaser Contract Plan as of the date the customer requests to participate in this Promotion; (ii) who completes the Required Subscription Period applicable to the Corporate/Volume Purchaser Contract Plan; and (iii) who, following the completion of such Required Subscription Period but prior to the expiration of the Promotion Period, transfers service to one of Company's pricing plans or programs which is not described in Special Conditions 19, 20, or 21 (of Schedule 2-T) of Company's tariffs; will not incur the early termination fee associated with this Promotion and will receive no further credits following the expiration of such Required Subscription Period.

A customer who, prior to the expiration of the Required Subscription Period applicable to the Corporate/Volume Purchaser Contract Plan and prior to the expiration of the Promotion Period, transfers service to one of Company's pricing plans or programs described in Special Conditions 19, 20, or 21 of this Schedule 2-T, will not incur the early termination fee associated with this Promotion and will receive no further credits following the effective date of the transfer.

For the purpose of the early termination fee waivers described in this Section C, Company's Equipment Warranty Program shall not be deemed to be a pricing plan or program of Company, but rather shall be considered to be a supplement thereto.

D. No Renewal: Notwithstanding anything to the contrary in Special Condition 21 of Schedule 2-T of Company's tariffs, participation in this Promotion will not be automatically renewed at the end of the Promotion Period.

(N)

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

29. Service Establishment Credit Promotion

(N)

Any customer who agrees in writing to activate a mobile number from January 17, 1994 through January 31, 1994 ("Eligible Customer") on Company's Corporate/Volume Purchaser Contract Plan will receive a bill credit of \$4.17 for each mobile number so activated in each of the six consecutive billing periods immediately following the activation of the mobile number ("Credit Period").¹ This credit shall be applied against the Corporate/Volume Purchaser Contract Plan Access Charge. The total credit for each mobile number participating in this Promotion will not exceed \$25.

If service to a mobile number participating in this Promotion is permanently deactivated prior to the expiration of the Credit Period, no further credits will be given under this Promotion following the date of deactivation. This Credit Promotion is not available in conjunction with any other service establishment waiver promotion.

¹ Credits will be prorated if such proration is necessary to prohibit the provision of a credit to a mobile number enrolled in this Promotion in excess of \$25 and in the event that a mobile number is activated on this Promotion part way through a billing period. If a customer temporarily deactivates service for a mobile number enrolled in this Promotion on the last day of a billing period, the customer will not receive the credit for such billing period. Following the reactivation of service to such mobile number, the provision of credits will continue for as many billing periods as necessary in order to provide the total credit of \$25.

(N)

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

30. \$50 Service Establishment Credit Promotion - Contract Programs

(N)

Any customer who agrees in writing during the period commencing on February 26, 1994 through and including March 20, 1994 to activate a mobile number on Company's Second Phone Program or any of Company's Contract Programs (as defined in Schedule 2-T, Special Condition No. 21 of Company's tariffs) which is open for new enrollments as of February 26, 1994, except for Government Contract Plan and Corporate/Volume Purchaser Contract Plan, ("Eligible Customer") will receive a bill credit of \$8.34 for each mobile number so activated in each of the six consecutive billing periods immediately following the activation of the mobile number ("Credit Period").¹ The total credit for each mobile number participating in this Promotion will not exceed \$50.

If service to a mobile number participating in this Promotion is permanently deactivated prior to the expiration of the Credit Period, no further credits will be given for the deactivated number under this Promotion following the date of deactivation. This Credit Promotion is not available in conjunction with any other service promotion. Participation in this Promotion will not be automatically renewed at the end of the Credit Period.

31. \$50 Service Establishment Credit Promotion - Corporate/Volume Purchaser Plan and Corporate/Volume Purchaser Contract Plan

Any customer who agrees in writing during the period commencing on February 26, 1994 through and including March 20, 1994 to activate a mobile number on Company's Corporate/Volume Purchaser Plan will receive a bill credit of \$8.34 for each mobile number so activated in each of the six consecutive billing periods immediately following the activation of the mobile number ("Credit Period").² Any customer who agrees in writing during the period commencing on February 26, 1994 through and including March 20, 1994 to activate a mobile number on Company's Corporate/Volume Purchaser Contract Plan will receive a bill credit of \$4.17 for each mobile number so activated in each of the six consecutive billing periods immediately following the activation of the mobile number ("Credit Period").² The total credit for each mobile number participating in this Promotion on the Corporate/Volume Purchaser Plan will not exceed \$50. The total

¹ Credits will be prorated if such proration is necessary to prohibit the provision of a credit to a mobile number enrolled in this Promotion in excess of \$50 and in the event that a mobile number is activated on this Promotion part way through a billing period. If a customer temporarily deactivates service for a mobile number enrolled in this Promotion on the last day of a billing period, the customer will not receive the credit for such billing period. Following the reactivation of service to such a mobile number, the provision of credits will continue for as many billing periods as necessary in order to provide the total credit of \$50.

² Credits will be prorated if such proration is necessary to prohibit the provision of a credit to a mobile number enrolled in this Promotion in excess of the amount stated in Special Condition No. 31 and in the event that a mobile number is activated on this Promotion part way through a billing period. If a customer temporarily deactivates service for a mobile number enrolled in this Promotion on the last day of a billing period, the customer will not receive the credit for such billing period. Following the reactivation of service to such a mobile number, the provision of credits will continue for as many billing periods as necessary in order to provide the total credit as specified in Special Condition No. 31.

(N)

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

31. \$50 Service Establishment Credit Promotion - Corporate/Volume Purchaser Plan and Corporate/Volume Purchaser Contract Plan (Continued)

credit for each mobile number participating in this Promotion on the Corporate/Volume Purchaser Contract Plan will not exceed \$25. To be eligible for the credit for activations on the Corporate/Volume Purchaser Plan, a customer must have a minimum of 10 access numbers activated on the Corporate/Volume Purchaser Plan or request a quantity of new numbers such that the customer will have a minimum of 10 access numbers on the Corporate/Volume Purchaser Plan immediately after the activation of the new numbers. To be eligible for the credit for activations on the Corporate/Volume Purchaser Contract Plan, a customer must have a minimum of 10 access numbers activated on the Corporate/Volume Purchaser Contract Plan or request a quantity of new numbers such that the customer will have a minimum of 10 access numbers on the Corporate/Volume Purchaser Contract Plan immediately after the activation of the new numbers.

If service to a mobile number participating in this Promotion is permanently deactivated prior to the expiration of the Credit Period, no further credits will be given for the deactivated number under this Promotion following the date of deactivation. If service to a mobile number participating in this Promotion on the Corporate/Volume Purchaser Plan or Corporate/Volume Purchaser Contract Plan is transferred to another of Company's pricing plans during the Credit Period, no further credits will be given for the transferred number under this Promotion following the date of the transfer. This Credit Promotion is not available in conjunction with any other service promotion. Participation in this Promotion will not be automatically renewed at the end of the Credit Period.

32. Mobile Number Aggregation Program - Corporate/Volume Purchaser Contract Plan

Any customer: who (i) has a combined total of 225 or more active (neither temporarily nor permanently deactivated) mobile numbers on the Corporate/Volume Purchaser and Emergency Preparedness Plans as of April 5, 1994; (ii) transfers or enrolls at least 100 mobile numbers from either the Corporate/Volume Purchaser Plan or the Emergency Preparedness Plan to the Corporate/Volume Purchaser Contract Plan as defined in Section AB (9) or Sheet 4-C.2 of this Schedule 2-T, from April 6, 1994 through and including May 5, 1994, ("Enrollment Period"); (iii) maintains a minimum of 100 active mobile numbers on the Corporate/Volume Purchaser Contract Plan during the Required Subscription Period applicable to the Plan; and (iv) maintains a combined total of 250 or more active mobile numbers on the Corporate/Volume Purchaser Contract Plan and Emergency Preparedness Plans, will be given a \$3.00 credit against the access charge applicable to each active mobile number on the Corporate/Volume Purchaser Contract Plan as of the end of the billing period and a 2% airtime usage discount off the Corporate/Volume Purchaser Contract Plan airtime charges. The \$3.00 access charge credit will be reflected on the bill for the billing cycle immediately subsequent to the billing cycle for which the credits are earned. The 2% airtime usage discount will be applied in the billing cycle in which the airtime usage occurs. If a mobile number is temporarily or permanently deactivated, it will not be eligible for either the credit or usage discount.

(N)

(N)

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

32. Mobile Number Aggregation Program - Corporate/Volume Purchaser Contract Plan (Continued)

Mobile numbers enrolled on the Emergency Preparedness Plan may be aggregated with mobile numbers enrolled on the Corporate/Volume Purchaser Contract Plan for purposes of determining the total number of active mobile numbers participating in this Program. However, no access charge credit or airtime usage discount will apply to the mobile numbers enrolled on the Emergency Preparedness Plan. When a customer has 250 or more active mobile numbers enrolled on the Corporate/Volume Purchaser Contract Plan, the access charge and usage rates will be as specified for 250+ mobile numbers on the Corporate/Volume Purchaser Contract Plan in Schedule 2-T Sheet No. 4-C.2 and the \$3.00 access charge credit and the 2% airtime usage discount will no longer apply. Customers who subscribe to the end-user billing services described in Section AB (6) on Sheet 4-C of this Schedule 2-T are not eligible to participate in this Program.

Customers who participate in this promotion may add or delete mobile numbers from either the Emergency Preparedness Plan or the Corporate/Volume Purchaser Contract Plan in accordance with the terms and conditions applicable to such plans.

33. \$100 Credit April - May Promotion

A. Description: An eligible customer, as defined in Section B below, who agrees in writing during the period commencing on April 11, 1994 through and including May 31, 1994 ("Enrollment Period") to participate in this Credit Promotion for twelve months following AirTouch's enrollment of the mobile number assigned to the customer in the Promotion ("Promotion Period") will receive a monthly bill credit of \$8.34 in each of the billing periods of the Promotion Period.¹ This credit shall be applied against the Fixed Monthly Charge applicable to the Super-Value Plan under which the eligible customer subscribes to service. The total credit for each mobile number enrolled in this Promotion by an eligible customer will not exceed \$100.

B. Eligibility: To participate in this promotion, the customer must (i) subscribe to Company's service under a Super-Value Plan (other than the After Hours Value Plan) as of the date of the customer's request to participate in this Promotion; or (ii) transfer service from another of Company's pricing plans or programs to a Super-Value Plan (other than the After Hours Value Plan) during the Enrollment Period;² or (iii) agree in writing to activate service with the Company and to subscribe to one of Company's Super-Value Plans (other than the After Hours Value Plan) during the Enrollment Period.

¹ Credits will be prorated if such proration is necessary to prohibit the provision of a credit to a mobile number enrolled in this Promotion in excess of \$100 and in the event that a mobile number is activated on this Promotion part way through a billing period. If a customer temporarily deactivates service for a mobile number enrolled in this Promotion on the last day of a billing period during the Promotion Period, the customer will not receive the monthly credit for such billing period. Following the reactivation of service to such a mobile number, the provision of credits will continue for as many billing periods as necessary in order to provide the total credit of \$100.

² Customers who so transfer service must agree to the Required Subscription Period applicable to the Super-Value Plan to which the customer's service has been transferred.

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

33. \$100 Credit April - May Promotion (Continued)

(N)

C. Early Termination Fee and Applicable Waivers: Except as expressly provided to the contrary in the following paragraphs, if, at any time during the Promotion Period, a participating customer ceases to participate in this Promotion (other than as the result of temporary deactivation), the customer must pay an early termination fee of \$100 in addition to any other early termination fees which may apply.

Customers participating in this Credit Promotion may, subject to the terms and conditions applicable to the Super-Value Plans, transfer their service to another Super-Value Plan (other than the After Hours Value Plan) during the Promotion Period without incurring the early termination fee associated with this Program.

A customer: (i) who subscribed to service under one of Company's Super-Value Plans as of the date the customer requests to participate in this Promotion; (ii) who completes the Required Subscription Period applicable to the Super-Value Plan chosen by the customer; and (iii) who, following the completion of such Required Subscription Period but prior to the expiration of the Promotion Period, transfers service to one of Company's pricing plans or programs which is not described in Special Conditions 19, 20, or 21 (of Schedule 2-T) of Company's tariffs will not incur the early termination fee associated with this Promotion and will receive no further credits following the expiration of such Required Subscription Period.

A customer who, prior to the expiration of the Required Subscription Period applicable to the Super-Value Plan chosen by the customer and prior to the expiration of the Promotion Period, transfers service to one of Company's pricing plans or programs described in Special Conditions 19, 20, or 21 of this Schedule 2-T, will not incur the early termination fee associated with this Promotion and will receive no further credits following the effective date of the transfer.

For the purpose of the early termination fee waivers described in this Section C, Company's Equipment Warranty Program shall not be deemed to be a pricing plan or program of Company, but rather shall be considered to be a supplement thereto.

D. No Renewal: Notwithstanding anything to the contrary in Special Condition 21 of Schedule 2-T of Company's tariffs, participation in this Promotion will not be automatically renewed at the end of the Promotion Period.

(N)

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

34. Service Establishment Credit Promotion

Any customer who requests to activate a mobile number on Company's service on April 23, 1994 will receive a bill credit equal to the Service Establishment charge applicable to the pricing plan chosen by the customer for each mobile number so activated. The credit will appear on the first bill applicable to the activated number.

This Credit Promotion is not available in conjunction with any other service establishment waiver or credit promotion.

35. Service Establishment Credit Promotion

Any customer who requests to activate a mobile number on any of Company's Super-Value Plans (except the "After Hours Value Plan"), Corporate/Volume Purchaser Contract Plan, or Government Contract Plan from May 23, 1994 through and including May 31, 1994 will receive a bill credit equal to the Service Establishment charge applicable to the pricing plan chosen by the customer for each mobile number so activated. The credit will appear on the first bill applicable to the activated number.

This Credit Promotion is not available in conjunction with any other service establishment waiver or credit promotion.

36. Waiver of Early Termination Fee

The Company will waive or credit the applicable Early Termination Fee upon request for any customer which terminates cellular service on any of Company's Contract Programs defined in Special Condition 21, Sheet No. 19, Schedule No. 2-T of Company's tariffs, and/or Company's Free Off-Peak Airtime Programs but which establishes cellular service with an Affiliate of Company within the 45 day period immediately subsequent to such termination. For the purpose of the offering described in this Special Condition No. 36 only, an "Affiliate of Company" shall mean AirTouch Cellular (serving San Diego and Imperial Counties); Sacramento-Valley Limited Partnership (serving Sacramento, San Joaquin, Sierra, Stanislaus, Sutter, Yolo, Yuba City, Colusa, Nevada, Placer, Butte, Glenn, Shasta, and Tehama Counties, California; and Washoe, Storey, Lyon, Douglas, White Pine and Lincoln Counties and Carson City, Nevada); Modoc RSA Limited Partnership (serving Modoc, Lassen, and Plumas Counties); and Mineral RSA Limited Partnership (serving Mineral, Esmeralda and Nye, Nevada).

(N)

(N)

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

37. Ten-Year Anniversary Credit Promotion

A. **Description:** An eligible customer, as defined in Section B below, who agrees in writing during the period commencing on June 13, 1994, through and including September 15, 1994 ("Enrollment Period") to participate in this Credit Promotion for twenty-four months following AirTouch's enrollment of the mobile number assigned to the customer in the Promotion ("Promotion Period") will receive a monthly bill credit of \$10.00 in each of the twenty-four billing periods of the Promotion Period¹. The total credit for each mobile number enrolled in this Promotion by an eligible customer will not exceed \$240. (T)

B. **Eligibility:** To participate in this promotion, the customer must transfer service from another of Company's pricing plans or programs to a Two-Year Super-Value Plan (Except After Hours), Two-Year Corporate/Volume Purchaser Contract Plan, or Two-Year Government Contract Plan during the Enrollment Period²; or agree in writing to activate service with the Company and to subscribe to one of Company's Two-Year Super-Value Plans (Except After Hours), Two-Year Corporate/Volume Purchaser Contract Plan, or Two-Year Government Plan during the Enrollment Period.

C. **Early Termination Fee:** Except as expressly provided to the contrary in this tariff, if at any time during the Promotion Period a participating customer ceases to participate in this Promotion (other than as a result of temporary deactivation), the customer must pay an early termination fee of \$100 in addition to any other early termination fees which may apply. (T)

During the Promotion Period, customers participating in this Credit Promotion may, subject to the terms and conditions applicable to the pricing plans under which they receive service, transfer their service to another of the pricing plans described in Section B above, or to another of Company's contract plans that requires a minimum subscription period of two years and which becomes effective after the effective date of this tariff, without incurring the early termination fee associated with this Program, provided, however, that the customer agrees to a new two-year contract period. (T)

For the purpose of the early termination fee described in this Section C, Company's Equipment Warranty Program shall not be deemed to be a pricing plan or program of Company, but rather shall be considered to be a supplement thereto. (T)

¹ Credits will be prorated if such proration is necessary to prohibit the provision of a credit to a mobile number enrolled in this Promotion in excess of \$240 and in the event that a mobile number is activated on this Promotion part way through a billing Period. If a customer temporarily deactivates service for a mobile number enrolled in this Promotion on the last day of a billing period during the Promotion Period, the customer will not receive the monthly credit for such billing period. Following the reactivation of service to such a mobile number, the provision of credits will continue for as many billing periods as necessary in order to provide the total credit of \$240.

² Customers who so transfer service must agree to the Required Subscription Period applicable to the Two-Year Super-Value Plan, Two-Year Corporate/Volume Purchaser Contract Plan or Two-Year Government Contract Plan to which the customer's service has been transferred.

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS – RETAIL (Continued)

38. Service Establishment Waiver

Any customer who requests to activate a mobile number on any of Company's one or two-year Super-Value Plans (other than the one or two-year After-Hours Super-Value Plans), one or two-year Corporate/Volume Purchaser Contract Plans, or one or two-year Government Contract Plans from June 17, 1994 through and including June 30, 1994 will receive a waiver of the service establishment charge applicable to the pricing plan chosen by the customer for each mobile number so activated.

This waiver is not available in conjunction with any other service establishment waiver or credit promotion.

39. Significant Volume User Credit Promotion

- A. Description: An eligible customer, as defined in Section B below, who agrees in writing during the period commencing on the effective date of this Advice Letter No. 376 through and including December 31, 1994 ("Enrollment Period") to participate in this Credit Promotion for twelve months following AirTouch's enrollment of the mobile number assigned to the customer in the Promotion ("Promotion Period") will receive a monthly bill credit of \$8.34 in each of the billing periods of the Promotion Period.¹ The total credit for each mobile number enrolled in this Promotion by an eligible customer will not exceed \$100.
- B. Eligibility: To participate in this promotion, the customer must (i) have a minimum of 600 numbers enrolled on the Corporate/Volume Purchaser Contract Plan as of June 22, 1994; and (ii) agree in writing during the Enrollment Period to subscribe to service under the Corporate/Volume Purchaser Contract Plan for additional mobile number(s) for which the customer requests participation in this promotion.
- C. Early Termination Fee: Except as expressly provided to the contrary in the following paragraphs, if, at any time during the Promotion Period, a mobile number enrolled in this Promotion ceases to participate in this Promotion (other than as the result of temporary deactivation), the customer must pay an early termination fee of \$150 in addition to any other early termination fees which may apply.

A customer who, prior to the expiration of the Required Subscription Period applicable to the Corporate/Volume Purchaser Contract Plan and prior to the expiration of the Promotion Period, transfers service to one of Company's pricing plans or programs described in Special Conditions 19, 20, or 21 of this Schedule 2-T, will not incur the early termination fee associated with this Promotion and will receive no further credits following the effective date of the transfer.

For the purpose of the early termination fee waivers described in this Section C, Company's Equipment Warranty Program shall not be deemed to be a pricing plan or program of Company, but rather shall be considered to be a supplement thereto.

¹ Credits will be prorated if such proration is necessary to prohibit the provision of a credit to a mobile number enrolled in this Promotion in excess of \$100 and in the event that a mobile number is activated on this Promotion part way through a billing period. If a customer temporarily deactivates service for a mobile number enrolled in this Promotion on the last day of a billing period during the Promotion Period, the customer will not receive the monthly credit for such billing period. Following the reactivation of service to such a mobile number, the provision of credits will continue for as many billing periods as necessary in order to provide the total credit of \$100.

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS - RETAIL (Continued)

40. Multi-Phone Service Establishment Credit Promotion

Any Customer who (i) subscribes to service under any of Company's pricing plans, and (ii) during the period commencing on February 13, 1995 through and including February 28, 1995 activates one or more mobile number on the same account on any Contract Plan(s), as defined below, will receive a bill credit equal to the Service Establishment charge applicable to the pricing plan chosen by the customer for the additional mobile number(s) so activated. The credit will appear on the first bill applicable to the additional number(s). For the purpose of this tariff, a Contract Plan is defined as any of Company's pricing plans or programs pursuant to which customers agree in writing to subscribe to service for a period exceeding the minimum contract period defined in Rule 18 of Schedule 4-T of the Company's tariffs, except for the following plans/programs: (i) the Equipment Warranty Program when used in conjunction with the Personal Plan; (ii) the Basic Plus Plan, (iii) the Premium Plus Plan; (iv) the Corporate/Volume Purchaser Plus Plan; and (v) any of Company's After Hours Super-Value Plans, whether one year or two years in length. (T) (T)

This Service Establishment Credit Promotion is not available in conjunction with any other service establishment waiver or service establishment credit promotion.

41. Government and Corporate/Volume Purchaser Contract Plans Service Establishment Waiver Promotion

Any customer who agrees in writing during the period commencing on October 1, 1994 through and including October 16, 1994 ("Enrollment Period") to activate a mobile number on any of Company's one or two-year Government Contract or Corporate/Volume Purchase Contract Plans will receive a waiver of the Service Establishment charge applicable to the pricing plan chosen by the customer for each mobile number so activated.

This Service Establishment Waiver Promotion is not available in conjunction with any other service establishment waiver or service establishment credit promotion.

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS - RETAIL (Continued)

42. Service Establishment Waiver Promotion

On July 23, 1994, those who agree to activate a new mobile number on Company's service will receive a waiver of the Service Establishment charge applicable to the pricing plan chosen by the customer for each mobile number so activated.

This Waiver Promotion is not available with any other service establishment waiver or service establishment credit promotion.

43. Service Establishment Waiver Promotion

During the period, November 25, 1994 through and including November 27, 1994, any new (T) order to activate a mobile number on any of Company's one or two-year Super-Value Plans (other than the one or two-year After-Hours Super-Value Plan), one or two-year Government (T) Contract plans, one or two-year Corporate/Volume Purchaser Contract plans or Super-Value Starter Plan, will receive a waiver of the service establishment charge for each mobile (T) number so activated.

This Waiver Promotion is not available in conjunction with any other service establishment waiver or service establishment credit promotion.

44. \$100 Airtime Promotion

A. Description: An eligible customer, as defined in Section B below, who agrees in writing during the period commencing on August 24, 1994 through and including September 15, 1994 (Enrollment Period") to activate and maintain in service an identified mobile number on either the Corporate/Volume Purchaser Contract Plan, Government Contract Plan, Two-Year Corporate/Volume Purchaser Contract Plan, or Two-Year Government Contract Plan will receive a \$100 credit for airtime in the first billing period following (i) enrollment in the Corporate/Volume Purchaser Contract Plan, Two-Year Corporate/Volume Purchaser Contract Plan, Government Contract Plan, or Two-Year Government Contract Plan, and (ii) enrollment in this Promotion.

B. Eligibility: To participate in this promotion, the customer must (i) agree in writing to activate service with the Company and to subscribe to Company's service under the Corporate/Volume Purchaser Contract Plan, Two-Year Corporate/Volume Purchaser Contract Plan, Government Contract Plan, or Two-Year Government Contract Plan; or (ii) transfer service from one of Company's pricing plans where the mobile number is not subject to an early termination penalty to either the Corporate/Volume Purchaser Contract Plan, Government Contract Plan, Two-Year Corporate/Volume Purchaser Contract Plan, or Two-Year Government Contract Plan during the Enrollment Period. The \$100 Airtime Promotion cannot be used in conjunction with any other contract plan or program requiring a service commitment in excess of thirty days, except "AirTouch Warranty Plus" and the "\$100 Airtime Promotion 200 or More Numbers."

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS - RETAIL (Continued)

44. \$100 Airtime Promotion (Continued)

(N)

- C. **Early Termination Fee and Applicable Waivers:** Except as expressly provided to the contrary in the following paragraphs, if at any time during the Promotion Period, a participating customer ceases to participate in this Promotion (other than as a result of temporary deactivation), the customer must pay an early termination fee of \$100 in addition to any other early termination fees which may apply.

Customers participating in this \$100 Airtime Promotion may transfer their service to either of the one-year or two-year Corporate/Volume Purchaser Contract Plans or to either of the one-year or two-year Government Contract Plans, subject to the terms and conditions applicable to the Corporate/Volume Purchaser Contract Plan, Government Contract Plan, Two-Year Corporate/Volume Purchaser Contract Plan, or Two-Year Government Contract Plan during the Promotion Period without incurring the early termination fee associated with this program provided that the customer agrees, at the time, to a new Required Subscription Period.¹

For the purpose of the early termination fee waivers described in this Section C, Company's Equipment Warranty Program shall not be deemed to be a pricing plan or program of Company, but rather shall be considered to be a supplement thereto.

45. \$100 Airtime Promotion 200 or More Numbers

- A. **Description:** An eligible customer, as defined in Section B below, who agrees in writing during the period commencing on August 24, 1994 through and including September 15, 1994 (**Enrollment Period**) to participate in this Credit Promotion for twelve months (Promotion Period) following AirTouch's enrollment of a minimum of 200 identified mobile numbers on either the Corporate/Volume Purchaser Contract Plan, Government Contract Plan, Two-Year Corporate/Volume Purchaser Contract Plan, or Two-Year Government Contract Plan will receive a \$8.34 credit for airtime during each of the billing periods of the Promotion Period² following (i) enrollment in either the Corporate/Volume Purchaser Contract Plan, Two-Year Corporate/Volume Purchaser Contract Plan, Government Contract Plan, or Two-Year Government Contract Plan, and (ii) enrollment in this Promotion.

- ¹ Customers who so transfer service must agree to the Required Subscription Period applicable to the pricing plan chosen by the customer.
- ² Credits will be prorated if such proration is necessary to prohibit the provision of a credit to a mobile number enrolled in this Promotion in excess of \$100 and in the event that a mobile number is activated on this promotion part way through a billing period. If a customer temporarily deactivates service for a mobile number enrolled in this Promotion on the last day of a billing period during the Promotion Period, the customer will not receive the monthly credit for such billing period. Following the reactivation of service to such a mobile number, the provision of credits will continue for as many billing periods as necessary in order to provide the total credit of \$100.

(N)

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS - RETAIL (Continued)

45. \$100 Airtime Promotion 200 or More Numbers (Continued)

(N)

B. Eligibility: To participate in this promotion, the customer must (i) agree in writing to activate service with the Company for at least 200 mobile numbers and to subscribe to Company's service under the Corporate/Volume Purchaser Contract Plan, Two-Year Corporate/Volume Purchaser Contract Plan, Government Contract Plan, or Two-Year Government Contract Plan; and (ii) transfer service from one of Company's pricing plans where the mobile number is not subject to an early termination penalty to either the Corporate/Volume Purchaser Contract Plan, Government Contract Plan, Two-Year Corporate/Volume Purchaser Contract Plan, or Two-Year Government Contract Plan during the Enrollment Period. The \$100 Airtime Promotion 200 or More Numbers cannot be used in conjunction with any other contract plan or program requiring a service commitment in excess of thirty days, except "AirTouch Warranty Plus" and the "\$100 Airtime Promotion."

C. Early Termination Fee and Applicable Waivers: Except as expressly provided to the contrary in the following paragraphs, if at any time during the Promotion Period, a participating customer ceases to participate in this Promotion (other than as a result of temporary deactivation), the customer must pay an early termination fee of \$100 in addition to any other early termination fees which may apply.

Customers participating in this \$100 Airtime Promotion 200 or More Numbers may transfer their service to either of the one-year or two-year Corporate/Volume Purchaser Contract Plans or to either of the one-year or two-year Government Contract Plans, subject to the terms and conditions applicable to the Corporate/Volume Purchaser Contract Plan, Government Contract Plan, Two-Year Corporate/Volume Purchaser Contract Plan, or Two-Year Government Contract Plan during the Promotion Period without incurring the early termination fee associated with this program provided that the customer agrees, at that time, to a new Required Subscription Period.¹

A customer who, prior to the expiration of the Required Subscription Period applicable to the Corporate or Government Contract Plan chosen by the customer and prior to the expiration of the Promotion Period, transfers service to one of Company's pricing plans or programs described in Special Condition 21 of this Schedule 2-T, other than the After-Hours Super-Value Plan, will not incur the early termination fee associated with this Promotion and will receive no further credits following the effective date of the transfer.

For the purpose of the early termination fee waivers described in this Section C, Company's Equipment Warranty Program shall not be deemed to be a pricing plan or program of Company, but rather shall be considered to be a supplement thereto.

¹ Customers who so transfer service must agree to the Required Subscription Period applicable to the pricing plan chosen by the customer.

(N)

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS - RETAIL (Continued)

46. Service Establishment Waiver Promotion

On February 10, 1995 through and including February 12, 1995, those who agree to activate a (T) new mobile number on Company's service will receive a waiver of the Service Establishment charge applicable to the pricing plan chosen by the customer for each mobile number so activated.

This Waiver Promotion is not available with any other service establishment waiver or service establishment credit promotion.

47. Ventura Value Promotion

A. Description: An eligible customer, as defined in Section B below, who agrees in writing on December 1, 1994, through and including December 31, 1994 ("Enrollment Period") to participate in this Credit Promotion for twenty-four months following AirTouch's enrollment of the mobile number assigned to the customer in the Promotion ("Promotion Period") will receive a monthly bill credit of \$10.00 in each of the twenty-four billing periods of the Promotion Period.¹ This credit shall be applied against the Fixed Monthly Charge or Monthly Access Charge of the Two-Year Super-Value Plan (Except After Hours) or Ventura Neighborhood Plan under which the eligible customer subscribes to service. The total credit for each mobile number enrolled in this Promotion by an eligible customer will not exceed \$240.

B. Eligibility: To participate in this promotion, the customer must (i) subscribe to Company's service under a Two-Year Super-Value Plan (Except After Hours) or Ventura Neighborhood Plan as of the date of the customer's request to participate in this Promotion; or (ii) transfer service from another of Company's pricing plans or programs to a Two-Year Super-Value Plan (Except After Hours) or Ventura Neighborhood Plan during the Enrollment Period²; or (iii) agree in writing to activate service with the Company and to subscribe to one of Company's Two-Year Super-Value Plans (Except After Hours) or Ventura Neighborhood Plan during the Enrollment Period, and (iv) have or activate a mobile number with an 805 area code, and (v) have a Ventura County residence or business address identified by the following zip codes: 90265, 91301, 91304, 91307, 91320, 91358, 91359, 91360, 91361, 91362, 93001, 93002, 93003, 93004, 93005, 93006, 93007, 93008, 93009, 93010, 93012, 93015, 93020, 93021, 93022, 93023, 93024, 93030, 93031, 93032, 93033, 93034, 93035, 93040, 93041, 93042, 93043, 93060, 93062, 93063, 93065 and 93066.

¹ Credits will be prorated if such proration is necessary to prohibit the provision of a credit to a mobile number enrolled in this Promotion in excess of \$240 and in the event that a mobile number is activated on this Promotion part way through a billing period. If a customer temporarily deactivates service for a mobile number enrolled in this Promotion on the last day of a billing period during the Promotion Period, the customer will not receive the monthly credit for such billing period. Following the reactivation of service to such a mobile number, the provision of credits will continue for as many billing periods as necessary in order to provide the total credit of \$240.

² Customers who so transfer service must agree to the Required Subscription Period applicable to the Two-Year Super-Value Plan to which the customer's service has been transferred.

CELLULAR RADIO TELECOMMUNICATIONS SERVICE

SPECIAL CONDITIONS - RETAIL (Continued)

47. Ventura Value Promotion

C. **Early Termination Fee:** Except as expressly provided to the contrary, if, at any time during the Promotion Period, a participating customer ceases to participate in this Promotion (other than as the result of temporary deactivation), the customer must pay an early termination fee of \$100 in addition to any other early termination fees which may apply. A customer who terminates service prior to the expiration of the Required Subscription Period will receive no further credits following the effective date of the termination.

Customers participating in this Credit Promotion may, subject to the terms and conditions applicable the Two-Year Super-Value Plans, transfer their service to another Two-Year Super-Value Plan (other than the After Hours Plan) during the Promotion Period without incurring the early termination fee associated with this Program provided that the customer commits to a new two-year contract period.

For the purpose of the early termination fee described in this Section C, Company's Equipment Warranty Program shall not be deemed to be a pricing plan or program of Company, but rather shall be considered to be a supplement thereto.

D. From October 29, 1994 through and including October 31, 1994, those who agree to activate a new mobile number pursuant to the terms of this Promotion will receive a waiver of the Service Establishment Charge applicable to the pricing plan chosen by the customer for each mobile number so activated.

(N)
|
(N)

48. Super-Value Starter Plan Credit Promotion

Any customer who agrees in writing during the period commencing on October 17, 1994 through and including December 31, 1994 ("Enrollment Period") to activate a mobile number on Company's Super-Value Starter Plan (See Sheet 4-EE of this Schedule 2-T) will receive a bill credit equal to \$5.00 in each of the billing periods in the twelve months following the mobile number's enrollment in this Promotion ("Promotion Period") for each mobile number so activated. The credits will begin on the first bill applicable to the activated number(s).

If a customer temporarily deactivates service for a mobile number enrolled in this Promotion on or before the last day of a billing period during the Promotion Period, the customer will not receive the monthly credit for such billing period. Following the reactivation of service to such a mobile number on the Super-Value Starter Plan, the provision of credits will continue for as many billing periods as necessary in order to provide the total credit of \$60.

This Super-Value Starter Plan Credit Promotion is not available in conjunction with any other bill credit promotion.