

REDACTED – PUBLIC VERSION

subscribers in the Designated Areas. Should the Company's actual expenses, per-line support amount or the number of its subscribers change, it may require more time to complete the proposed service improvements.

Although Virginia Cellular's proposed Service Improvement Plan may change over time, it will continue to provide service throughout its Designated Areas to all customers upon reasonable request. Virginia Cellular will continue to respond to consumer demand and is fully committed to taking additional steps to ensure quality service. As required FCC Rule 54.209(a)(1), Virginia Cellular will file a progress report on its five-year Service Improvement Plan on or before October 1, 2007.

CERTIFICATION

The undersigned, Gene DeJordy, does hereby certify as follows:

I serve as Vice President of Regulatory Affairs for Alltel Communications, Inc. ("Alltel"), the 100% owner of Virginia Cellular, LLC, and am duly authorized to make this certification on behalf of Alltel.

This certification is submitted in support of the Company's Service Improvement Plan for the State of Virginia.

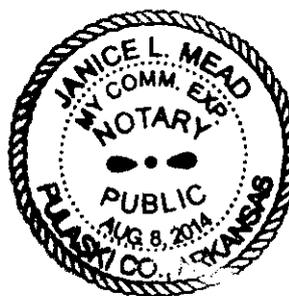
I have reviewed the Service Improvement Plan and the facts stated therein, of which I have personal knowledge, are true and correct to the best of my present knowledge, information and belief.



Gene DeJordy

SUBSCRIBED TO AND SWORN BEFORE ME,
This 29 day of September, 2006.

(NOTARY SEAL)



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CONFIDENTIAL APPENDIX B-1

Projected Service Improvements

See attachment

EXHIBIT B, APPENDIX 1

CONFIDENTIAL

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CONFIDENTIAL EXHIBIT B, APPENDICIES 2, 3, AND 4

Annual ETC Compliance Filing 2004, is attached as **Confidential Exhibit B, Appendix 2.**

Annual ETC Compliance Filing, 2005, is attached as **Confidential Exhibit B, Appendix 3.**

Signal Coverage: Specific information regarding Virginia Cellular's signal coverage within the Designated Areas is attached as **Confidential Exhibit B, Appendix 4.**

EXHIBIT B, APPENDIX 2

CONFIDENTIAL

EXHIBIT B, APPENDIX 3

CONFIDENTIAL

EXHIBIT B, APPENDIX 4

CONFIDENTIAL

EXHIBIT B, APPENDIX 5

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EXHIBIT C

**COMMITMENT TO CTIA—THE WIRELESS ASSOCIATION'S™
CONSUMER CODE OF CONDUCT**

CELLONE®

P.O. Box 1002 Staunton, Virginia 24402-1002

Toll Free: 1(800)444-4235

Staunton: (540)886-7668

Harrisonburg 33: (540)433-7676

Waynesboro: (540)943-7676

Harrisonburg 42: (540)801-8250

LETTER OF RE-CERTIFICATION

The undersigned, Richard B. Morrow, Vice President of Virginia Cellular LLC, Member #8536, in his representative capacity on behalf of Virginia Cellular LLC, hereby certifies that:

I, Richard B. Morrow, have reviewed the CTIA Consumer Code for Wireless Service ("Voluntary Consumer Code") and understand the purpose and goals of the Voluntary Consumer Code;

Virginia Cellular LLC continues to support the basic tenets of the Voluntary Consumer Code which promotes: (i) providing consumers with information to help them make informed choices in selecting wireless service, (ii) helping to ensure that consumers understand their wireless service and rate plans; and (iii) offering wireless services and meets consumers' needs;

Virginia Cellular LLC reaffirms its voluntarily adoption and support of the principles, disclosures and practices set forth in the Voluntary Consumer Code;

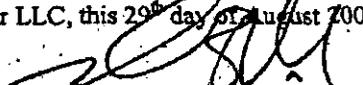
Virginia Cellular LLC submits the attached documentation to demonstrate that the Code is fully implemented throughout its operations:

1. Map of coverage areas displayed in retail locations (print version)
2. General Terms and Conditions printed and available for each contract
3. Brochures for consumer plans
4. Initial press release
5. Sample bill - Account Summary - (copy)

Virginia Cellular LLC continues to meet the qualifications for the use and display of the CTIA Seal of Wireless Quality/Consumer Information in accordance with the terms and conditions set forth in the License Agreement; and

I am an official representative of Virginia Cellular LLC, and duly authorized to certify and act on its behalf.

IN WITNESS WHEREOF, the undersigned has executed this letter of Re-certification in his representative capacity on behalf of Virginia Cellular LLC, this 29th day of August 2005.


Signature of Authorized Representative

Contact Information: 121 S. Augusta St
Staunton, Va. 24401
540-886-1065 ext 720
rmorrow@clv.net

Service for any reason, and later elect to reinstate you, we may require reactivation charges, including a \$25 reinstatement charge.

REIMBURSEMENT BY CREDIT CARD. If you fail to make any payment, the Company, is authorized to demand immediate and full payment of your overdue bill from the issuer of any credit card number you have provided. You promise to pay the total amount the Company charges on your credit card under the terms of your credit card agreement with the card's issuer.

CHECK FEE. CellONE may charge you a returned check fee of \$25 for any check returned for insufficient funds.

DISPUTES. We must receive questions or objections on any billed charges by the due date on your bill, or you waive the objection. All amounts due, including disputed amounts, must be paid by the due date regardless of the status of any objections.

LIMITATIONS

WARRANTIES. CellONE DOES NOT MANUFACTURE UNITS AND MAKES NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER REGARDING ANY SERVICE OR UNIT, INCLUDING ANY WARRANTIES OR MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU WAIVE ANY WARRANTY CLAIMS AGAINST CellONE FOR ALL SERVICE OR UNIT RELATED MATTERS. Without limiting the generality of this waiver, you agree that statements or descriptions of, or related to, the Service or Unit by us, our employees or dealers are informational only, are not made or given as a warranty of any kind and are not to be relied upon as such. No Company employee or dealer is authorized to make any warranty on our behalf.

LIABILITY LIMITS. The Company's sole and complete liability, if any, for any loss or damages arising out of any mistakes, omissions, limitations, interruptions, delays, errors, defects or other failure with respect to the service or billing arrangements, payments or collections, shall be limited to the amount of monthly charges to you, prorated for the affected period of service. Further, we shall not be responsible for any losses resulting from your negligence or any circumstances beyond our control. In no cases shall we be liable for any failure of 24 hours or less, or if caused by you or use of your Unit or another carrier. EXCEPT FOR ANY ABOVE MENTIONED EXPRESS LIMITED REMEDIES, NEITHER CellONE NOR ANY OTHER SERVICE CARRIER, NOR THE EMPLOYEES OR REPRESENTATIVES OF ANY OF THEM SHALL BE LIABLE TO YOU, YOUR EMPLOYEES, REPRESENTATIVES OR CUSTOMERS, OR ANY OTHER THIRD PARTY, AND YOU WAIVE AND EXCUSE ANY CLAIM OR ACTION, FOR ANY DELAY, COSTS, EXPENSES, FEES, CLAIMS, JUDGMENTS, LOSSES OR DAMAGES, INCLUDING DIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL DAMAGES AND LOST PROFITS, RELATED TO (1) THIS SERVICE AGREEMENT; (2) THE SERVICE OR THE UNIT; (3) USE OF THE SERVICE OR ANY SERVICE FEATURES OFFERED TO YOU (INCLUDING INFORMATION LINES AND OTHER EMERGENCY OR CALLER ASSISTANCE SERVICE); (4) BILLING ARRANGEMENTS; (5) PAYMENTS OR COLLECTIONS; (6) ANY ACT OR OMISSIONS OF OTHER CARRIERS OR OTHER PROVIDERS OF SERVICES OR FACILITIES; (7) LIMITATIONS, INTERRUPTIONS, ERRORS, DELAYS OR DEFECT IN TRANSMISSION, OR FAILURE TO TRANSMIT, WHETHER CAUSED BY ACTS OF GOD, FIRE, WAR, RIOTS, GOVERNMENT AUTHORITIES, OR OTHER CAUSES BEYOND OR WITHIN OUR CONTROL; OR (8) ANY CellONE ACT OR OMISSION AS ASSOCIATED WITH INJURY OR DAMAGE TO LIFE LIMB OR ANY PROPERTY.

REIMBURSEMENT. You agree to defend, reimburse, and hold CellONE, any underlying carrier, and our employees, agents and representatives, harmless from and against any and all claims, actions, liabilities, damages, costs, expenses and fees, including reasonable legal fees relating to (1) use of the Number, your Unit or our service; or (2) claims

for libel, slander or infringements of copyrights or patents for any material transmitted over our facilities by or to your Number. If you authorize us, under this Service Agreement or otherwise, to charge amounts due against your credit card or bank account, this paragraph also covers your use or ownership of the credit card or bank account or any refusal to pay amounts charged to the card or account.

SURVIVAL. This Limitations section shall survive termination of this Service Agreement.

NOTICE

Written notices to you are deemed effective when deposited in the U.S. mail addressed to your last known address, according to our records. Written notices to CellONE are effective when received, according to our records. Verbal notices are effective when shown and dated in our billing system.

MISCELLANEOUS

HEADINGS. Headings are for convenience only.

AMENDMENTS. We reserve the right to amend this Service Agreement, at any time, by giving you prior written notice of the changes. In any event, your use of Service or payment of any bill after we have sent out such copy shall constitute your agreement to all amendments. You cannot amend this Service Agreement without written agreement from an officer or other specifically authorized representative of CellONE.

ASSIGNMENT. CellONE may, without notice, assign or delegate all or part of our rights or duties under this Service Agreement. Assignment releases us from all liability. You may assign this Service Agreement only with our prior written consent.

BINDING AGREEMENT. This Service Agreement binds you and your heirs, executors, administrators, successors and (permitted) assigns, and benefits the Company and its successors and assigns.

CUMULATIVE RIGHTS. Regardless of anything in this Service Agreement, you agree that our contract rights and remedies, as well as those available at law or equity, are independent and cumulative. Any Company decisions, selection of any course of action, or exercise of any right or remedy is at our sole option and discretion, and does not waive or prejudice us as to any other choice. Our failure at any time to require strict compliance by you with any part of this Service Agreement shall not waive or reduce our right to require strict compliance with any provisions.

TARIFF AND GOVERNING LAWS. This Service Agreement is governed by and subject to all applicable federal law, the regulations of the FCC, and state laws. Any conflict between the terms and conditions of this Service Agreement and the provisions of any tariff or other laws, rules or regulations shall be resolved in favor of the applicable tariff, law, rule or regulation.

AGENCY. This Service Agreement does not create any relationship of principal and agent, joint venturer, partner, or employer and employee between you and us. Under no circumstances shall you hold yourself out to be our agent.

SEPARABILITY. If any part of this Service Agreement is found invalid, the remaining provisions shall remain unaffected and enforceable, except to the extent the Company's rights or obligations under the Service Agreement are materially impaired.

ENTIRE AGREEMENT. This Service Agreement, along with any materials delivered by the Company which require Customer's signature, represents the entire agreement between you and CellONE concerning its subject matter, as may be modified by us from time to time. We may, at any time, require you to furnish additional information related to your account. Each time you use our service or remit payment of any bill, you re-affirm and re-memorize your agreement(s) with CellONE and give your approval to any Company-amended provisions or acts.

COPIES. All counterparts, copies, facsimiles and reproductions of this Service Agreement (and your signature) in our possession shall be considered the same as the original and shall be fully enforceable by us.

CELLONE®

General Terms and Conditions

P.O. Box 1002
Staunton, VA 24402
Office: (540) 886-1065
Fax: (540) 886-1068
www.c1v.com

You, the Subscriber, and Virginia Cellular LLC, d/b/a ColONE (sometimes referred to below as "the Company", "we", "us" or "our") agree to the following general terms and conditions.

REFERENCES. References in this Service Agreement to (1) "service" shall mean cellular telephone service, radio paging service and/or other wireless service(s) as may be provided by us to you, directly or on behalf of or through another carrier; (2) "Unit" shall mean your cellular receiving equipment, paging equipment, and/or other wireless communication equipment; (3) "Number" shall mean each cellular number, paging number, and/or other wireless communications number originally or later activated under this Service Agreement; (4) "system" shall mean ColONE's and/or other carrier's system; (5) "Monthly Plan" shall mean a monthly service plan; and (6) "Fixed Plan" shall mean a fixed term service plan or annual term if no fixed term is specified.

SERVICE

TERMS/RATES. Service is available to you provided you permanently reside in or conduct your primary work within our Local Network Area. Should your residence or work status change during the term of this Agreement, we may terminate this Agreement, but will not do so without giving you advance notice. This Service Agreement begins at service activation or the signing of the Serving Agreement, whichever occurs first, and lasts until service termination, as described below. Your service term and rates are based on your selection of an available Monthly Plan or Fixed Plan. The plan chosen applies separately to each Number originally or later activated under this Service Agreement. The entire service term for each Number later added or replaced begins when that Number is activated. With our permission, you may extend the term of any Fixed Plan under this Service Agreement, verbally or in writing.

AVAILABILITY. Service is available to your Unit when it is turned on and is within our system's operating range. Service availability and reliability is subject to limitation or interruption due to various factors, including: governmental regulation; restrictions by an underlying carrier; topographic, geographic or other environmental conditions; system changes or capacity limitations; problems with the installation, operation or maintenance of your Unit; to combat potential fraud; our determination that your service exceeds levels expected for your plan or based upon your prior usage; to protect our rights or property; or for any other legitimate business purpose.

USE. You cannot use the Unit or service for any unlawful or abusive purpose, including in any manner creating any damage or risk to us or anyone or anything else. To resell service, you must contact us and agree to comply with terms and conditions related to resale.

PRIVACY. Although federal law may prohibit unauthorized third parties from listening in on your communications, privacy cannot be guaranteed. ColONE shall not be liable to you for any lack of privacy experienced while using the Unit or service. You authorize us to monitor or record our conversations with you.

UNIT COMPATIBILITY AND MAINTENANCE. Only FCC type approved equipment, which is in good working order and has not been altered in any way, may be used on our network. If you do not purchase from us an available maintenance contract for your Unit, you shall have sole responsibility to maintain the Unit in good working condition. Paid up maintenance contracts cover "as needed" repairs for equipment defects and malfunctions, given normal wear and tear. Maintenance does not include replacement coverage for loss or destruction, or damage arising from negligent use of the Unit.

FRAUD. You must use any fraud prevention or detection features as we require with your service and/or Unit. If your Unit is stolen and/or service is fraudulently used or counterfeited, you must notify us immediately upon discovery and provide us promptly with such documentation and information as we may request (including affidavits and police reports). If you comply and we are satisfied that you were defrauded, the Company will not charge you for fraudulent usage. You agree to

cooperate with us in any investigation and take such precautions as we prescribe to prevent and/or minimize service fraud. Failure to cooperate shall result in your liability for fraudulent usage.

CHARGES

BILLING. Recurring monthly service charges (including for access and service features) are billed one month in advance, prorated for the number of days in the month service is active, based on a thirty (30) day period. Additionally, plan allowance minutes (if applicable) will be prorated for the number of days in the month service is active. Usage charges are billed on a per minute basis (any partial minute is billed as a whole minute), after the usage has occurred. We must receive payment from you on or before the due date posted on your monthly invoice. If we allow you, verbally or in writing, to pay for charges with a credit card or with a check issued and signed in your name by the Company, then you authorize us, without prior written notice to you, to (1) charge amounts due to the credit card, or (2) issue the check on your bank account payable to the order of ColONE, prior to the date the charges are due.

PAYMENT. You are responsible for paying us all service charges for all calls sent from or received by your Unit through any Number assigned to you.

DEPOSITS. The Company may require a deposit to establish or maintain service. The deposit shall be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Deposits may be mixed with other funds. We may require you to increase your deposit at any time to reflect your estimated monthly charges, based on actual usage, or a change in your credit status. If you default or this Service Agreement is terminated, the Company may apply any deposit towards payment of charges due. Any remaining deposit or other credit balance on your account shall be returned without interest to you at your last known address. If the Postal Service returns the deposit to us undelivered, the funds shall become ours.

TAXES. You must pay all federal, state and local sales, use, public utilities, gross receipts and other taxes, surcharges, or fees related to this Service Agreement, or to the provision of service or a Unit to you. If you claim any tax exemption you must provide a proper original Tax Exempt Document. Any tax exemption shall apply only from the date we receive a valid Tax Exempt Document for available exemptions.

CHANGES

RATES AND PLANS. Changes you request and we allow to your service plan shall not alter the length of time of your Service Agreement unless this is a condition of the change. The Company may modify your service rates at any time by notice prior to the billing cycle for which the charge(s) apply. Rates under a Fixed Plan are guaranteed for the fixed term only. Any changes for which you are eligible shall take effect at the beginning of the next billing cycle following your notice to us requesting the change. You shall pay any applicable transfer and new rate plan charges, and abide by any terms and conditions of the change.

SERVICE FEATURES. You may add or delete service features by prior notice to us.

TERMINATION

TERMINATION POLICY. The Company requires that service termination be done in person by the original or authorized contract signer. The company reserves the right to charge a Termination Processing Fee at the time of termination, not to exceed \$25.

MONTHLY PLAN. A Monthly Plan Service Agreement lasts month to month until terminated by either party for any reason upon thirty (30) days notice.

FIXED PLAN. A Fixed Plan Service Agreement lasts for the period specified in the applicable service plan, or one year if none is specified. As part of the consideration for your Fixed Plan, upon the expiration of a Number's initial fixed term of service, unless you choose a new Fixed Plan available at that time, service shall continue under the same terms,

conditions and rates as those applicable just before the fixed term expired, except that the term will then be month to month, with no rate guaranty and no cancellation fee. You understand that you are provided a special rate for choosing a Fixed Plan. If you or we terminate a Fixed Plan early, you acknowledge that it would be difficult to determine actual damages sustained. Accordingly, in addition to your other payment responsibilities, you must pay us a cancellation fee of \$200 per terminated Number as liquidated damages in the event that you or we terminate early either an initial Fixed Plan or any subsequent Fixed Plan you may choose.

START-UP AND EARLY TERMINATION. A non-refundable Processing Fee will be charged on each Number activation. You may terminate this Service Agreement within the legal statutory time frame from your original term for any reason. Equipment must be returned in good condition with all original packaging and parts. The signer will be charged for monthly access, features and usage incurred while the service was active and cost for any equipment not returned in good condition. You agree to waive the right to any referral credit(s) incurred during that legal statutory time frame. Further, regardless of the plan you select, if you default, ColONE may terminate this Service Agreement immediately.

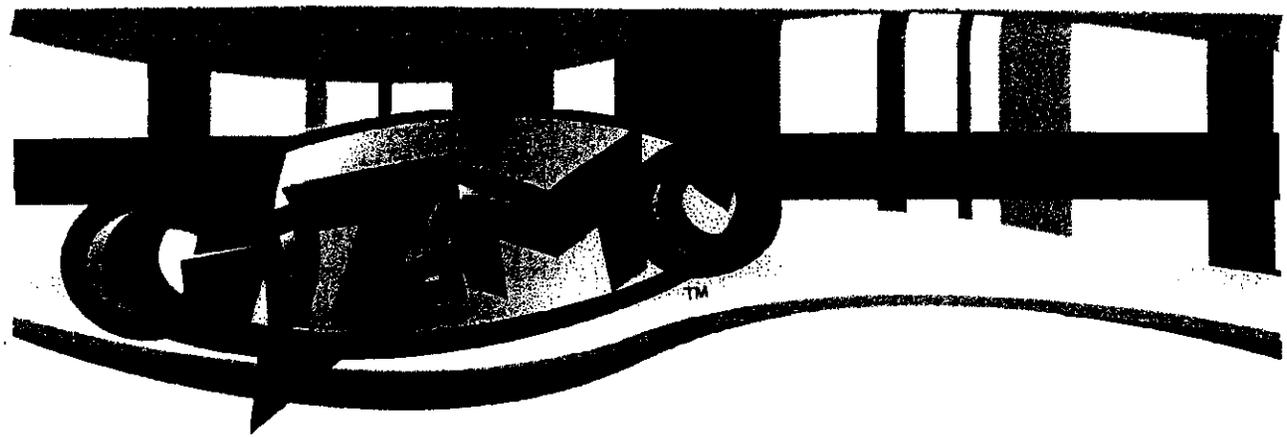
PAYMENT RESPONSIBILITIES. If any termination occurs, you shall immediately pay to ColONE all amounts and charges owed under this Service Agreement. If you default, you shall also pay us all amounts owed and charges incurred related to other agreements you may have with us. You shall also reimburse the Company immediately for all costs, expenses and fees, including reasonable legal fees, we incur enforcing this Service Agreement and collecting all monies you owe us. We have the right to keep any sums you prepay. Upon termination any Credit Balance of \$5.00 or higher on the final bill will be refunded within 90 days.

REJOINING SERVICE. If any termination occurs and you wish to return to our service, you will once again be bound by the terms and conditions of this Service Agreement if you activate within 364 days of your termination date and if we do not require you to sign a new agreement. The previous sentence shall survive the termination of this Service Agreement.

DEFAULT

DEFINITION. The Company may, immediately and without notice, suspend or discontinue Service and/or terminate this Service Agreement if: (1) you breach any representation, warranty or agreement you make with us; (2) you are unable, unwilling or fail to pay any monies owed to the Company on or before the due date; (3) you fail to perform any obligations to us as specified in this Service Agreement or any other agreement with us, or violate any law, rule or regulation; or (4) you are the subject of any bankruptcy or insolvency proceeding, or make an assignment for the benefit of creditors. You represent that you are financially capable of fulfilling your payment obligations incurred under this Service Agreement, that you will pay all invoices when due, that your credit report will not state otherwise, and that you are not subject to any liabilities, judgements or other financial obligations that would materially affect a decision to extend credit under this Service Agreement. Monthly access and service features may be charged during the period your service is suspended.

PAST DUE PAYMENT/LIQUIDATION DAMAGES. Payments shall be past due if not received by the due date of your bill. **TIME IS OF THE ESSENCE FOR PAYMENT.** You acknowledge that it would be impractical to fix the exact amount of our damages if you fail to pay promptly. Therefore, in addition to all other charges, you agree to pay us a late payment charge for every month such amount remains unpaid. If we accept late or partial payments, or payments marked "Paid in Full" or with other notions, this shall not waive any of our rights under this Service Agreement as to the entire balance due. If we suspend your



SUMMER SPECIALS

SUMMER SPECIAL #1

**Unlimited
Text & Talk**

Unlimited Local Minutes

Unlimited Text Messaging

\$45

SUMMER SPECIAL

**Unlimited
Local Minutes**

100
Anywhere Minutes

Free Long Distance

\$53

SUMMER SPECIAL #3

**Unlimited
Local Minutes**

200
Anywhere Minutes

Free Long Distance

\$58

SUMMER SPECIAL

**Unlimited
Local Minutes**

100
Anywhere Minutes

Free Long Distance

Unlimited Text Messaging

\$60

CELLONE®

*Some restrictions apply. Available with approved credit and 2 year service agreement.

UNLIMITED CALLS Only \$38 per month

Within our Local Network Area including the cities of Harrisonburg, Staunton and Waynesboro, and Rockingham, Augusta, Nelson and Highland counties.

Choose Only the Options YOU Need

LONG DISTANCE

Long Distance from our Local Network Area is 10¢ per minute.

Or 500 minutes for only \$10 per month.

TRAVEL MINUTES

Outside our Local Network Area, calls are only 50¢ per minute.

Or 50 minutes for \$10 per month.

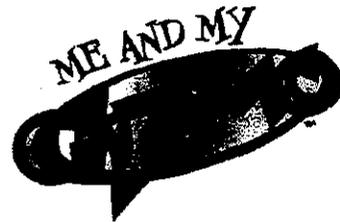
Includes Enhanced Voice Mail, Caller ID and Call Waiting.



Low Upfront Costs

Less than most pre-paid packages!

- \$75 one-time non-refundable processing fee.
 - 1st Month Access.
 - Reasonable phone pricing.



Let's YOU be in control!

Your GIZMO has a \$85 limit, to help control monthly costs.

Your current phone use and monthly bill adds to your balance and when you reach \$85, your service will be temporarily interrupted until you make payment.

You can avoid interruption:

1. Plan to pay your bill when received, usually around the 20th of each month.
2. Make more frequent payments throughout the month if you use your phone a lot for Long Distance or Travel.
3. If your usage includes Long Distance or Travel, consider adding these options to your GIZMO to save money and reduce charges throughout the month.

About Your New Package

Anywhere minutes apply to calls outside our Local Network Area within the Continental U.S. or Canada. Additional anywhere minutes are \$.25 per minute.

Additional Gizmo lines are available and monthly access is discounted \$5. Additional Gizmo lines are eligible for the 50% off promotional rate for the first 3 months.

Free Long Distance applies to calls placed within the Continental U.S. and Canada.

Unlimited Text Messaging applies to incoming and outgoing text messages.

If not part of the plan, Unlimited Text Messaging may be purchased for \$7.95, otherwise incoming text messages are \$.02 each and outgoing are \$.10 each.

If not included in the package, Free Long Distance may be added for \$10 per line or \$.05 per minute.

14 Day Trial Period

We are so confident that you will want to keep your wireless service with CellONE, that we guarantee that if you are not 100% satisfied with your service, simply return the equipment and pay only for the service you've used. Phone must be in new condition with original packaging.

Customer Care Team

CellONE has a reputation for providing the BEST Customer Service in the Valley. Call 611 from your CellONE phone — it's a free call!

Important Information

These packages require credit approval and a two year service agreement. A \$200 early termination fee applies. A \$35 Processing Fee applies. Customer must live or work in our Local Network Area which consists of Rockingham, Augusta, Nelson and Highland counties and the cities of Harrisonburg, Staunton, and Waynesboro.

We Support Lifeline and Linkup

Depending on locality, if you receive Medicaid or Food Stamps, you may be eligible for a discount off your monthly bill. Please let us know so we can help you apply.

Additional Taxes and Fees

The following charges apply to each line per month: Universal Service Fund (\$.48) and Wireless E911 Surcharge (\$.75). Federal, State, and Local Utility Taxes apply as mandated by law. Fees include Interconnection & Infrastructure Support Fee (\$2.50) and Other Taxes and Licensing Fee (\$.65). These taxes and fees are subject to change. Detailed Billing is \$1.25 per month. Directory Assistance Calls are \$1.25 per call plus airtime.

Some restrictions apply.

CELLONE®

Unlimited Calls Only \$38 per month

STEP #1
Choose
Long Distance

LONG DISTANCE

From our Local Network Area is 5¢ per minute.
Or choose **UNLIMITED LONG DISTANCE** for only \$10 per month.

STEP #2
Choose
Travel Minutes

TRAVEL MINUTES

Outside our Local Network Area calls are only 25¢ per minute including Free Long Distance. **Take the worry out of traveling!**

50 minutes	\$5 per month	300 minutes	\$30 per month
100 minutes	\$10 per month	400 minutes	\$40 per month
150 minutes	\$15 per month	500 minutes	\$50 per month
200 minutes	\$20 per month		

STEP #3
Choose
Text Messaging

TEXT MESSAGING

Stay connected with anyone, including people with other wireless service providers.

UNLIMITED TEXT MESSAGING only \$7.95 per month including incoming and outgoing messages

PAY AS YOU GO

20 free incoming messages, then only 2¢ per message; 10¢ per outgoing message

STEP #4
Choose
Phone Insurance

PHONE INSURANCE Only \$3.99 per month
Your insurance covers lost, stolen, or damaged equipment.



STEP #5
Add a Gizmo

ADD A GIZMO Only \$33 per month
Great value for you and your family. You can ALL have UNLIMITED MINUTES!

Build your



LET

Build a plan that meets your needs.

STEP #1
Choose your Minutes

MINUTES
Anytime Minutes

Monthly Access
Per minute rate

LIMITED TIME OFFER!

250	750	1,250	1,500	2,500
-----	-----	-------	-------	-------

\$20 50¢	\$32 40¢	\$37 30¢	\$42 25¢	\$52 20¢
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FAMILY LINES
(Add up to 5 lines)

\$15	\$16	\$16	\$16	\$16
------	------	------	------	------

2 LINES

\$35	\$48	\$53	\$58	\$68
-------------	-------------	-------------	-------------	-------------

STEP #2
Choose the number of lines

STEP #3
Choose Long Distance

LONG DISTANCE

from our Local Network Area is 5¢ per minute.
Choose FREE LONG DISTANCE \$5 per month/line.

STEP #4
Choose Nationwide Minutes

TRAVEL MINUTES NATIONWIDE

Shared minutes between all lines.

50 minutes	\$5 per month	300 minutes	\$30 per month
100 minutes	\$10 per month	400 minutes	\$40 per month
150 minutes	\$15 per month	500 minutes	\$50 per month
200 minutes	\$20 per month		

STEP #5
Choose Text Messaging

Stay connected with anyone, including people with other wireless service providers.

UNLIMITED TEXT MESSAGING only \$7.95 per month including incoming and outgoing messages.

PAY AS YOU GO

20 free incoming messages, then only 2¢ per message. 10¢ per outgoing message.

STEP #6
Choose Phone Insurance

PHONE INSURANCE Only \$3.99 per month
Your insurance covers lost, stolen, or damaged equipment.



ALL LINES INCLUDE

FREE UNLIMITED

Nights and Weekends

FREE UNLIMITED

CellONE to CellONE

FREE

Voice messaging, Caller I
Call Waiting and 3-Way Cal

From Our Local Network A

Let's Build IT!

UNLIMITED CALLS Only \$38 per month

Within our Local Network Area including the cities of Harrisonburg, Staunton and Waynesboro, and Rockingham, Augusta, Nelson and Highland counties.

Choose Only the Options YOU Need

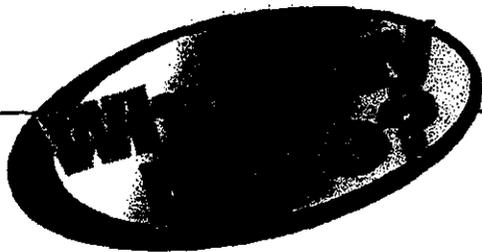
LONG DISTANCE

Long Distance from our Local Network Area is 10¢ per minute.
Or 500 minutes for only \$10 per month.

TRAVEL MINUTES

Outside our Local Network Area, calls are only 50¢ per minute.
Or 50 minutes for \$10 per month.

Includes Enhanced Voice Mail, Caller ID and Call Waiting.



Low Upfront Costs

Less than most pre-paid packages!

- \$75 one-time non-refundable processing fee.
 - 1st Month Access.
 - Reasonable phone pricing.



Let's YOU be in control!

Your GIZMO has a \$85 limit, to help control monthly costs.

Your current phone use and monthly bill adds to your balance and when you reach \$85, your service will be temporarily interrupted until you make payment.

You can avoid interruption:

1. Plan to pay your bill when received, usually around the 20th of each month.
2. Make more frequent payments throughout the month if you use your phone a lot for Long Distance or Travel.
3. If your usage includes Long Distance or Travel, consider adding these options to your GIZMO to save money and reduce charges throughout the month.

REDACTED – PUBLIC VERSION

EXHIBIT D

**VIRGINIA CELLULAR SERVICE PLANS IN VIRGINIA
ELIGIBLE FOR UNIVERSAL SERVICE SUPPORT**

A description of the available rate plans eligible for universal service funding is attached to this **Exhibit D**. In addition to the attached service plans, Virginia Cellular provides service offerings to customers under grandfathered or legacy service plans that are no longer available to new subscribers. Each service plan includes the supported services required by FCC Rule 54.101(a)(1)-(9). Virginia Cellular's additional service plans are subject to change.

See attachment

Mobile Web	\$5.99	MWEB								
Business Internet (Available in Select Markets Only)										
	\$7.99	AMLE								
Access Mobile tv (2WR)		AML1								
	\$59.99	AMLS								
859.99 Uni. Nationwide AMI		AMLS								
Business Services (Available in Select Markets)										
	\$44.99	BBPV								
Business with Voice		BBPV								
	\$44.99	BBPV								
Business Enterprise w/Voice		BBEV								
	\$44.99	BBEV								
Business Ent. Plus w/Voice		BBEV								
	\$44.99	BBEV								
Service ORDER PLUG										
	\$20.00	AFPG								
Activation Fee		AFPG								

