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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION



Verizon Northwest Inc.

P.O. Box 1003
Everett, WA 98206-1003
Fax: 425-261-5262

November 23, 2004

Ms. Carole J. Washburn,
Executive Secretary
Washington Utilities and
Transportation Commission
Chandler Plaza Building
1300 S. Evergreen Park Drive SW
Olympia, Washington 98504

Subject: **AFFILIATED INTEREST AGREEMENT – ADVICE NO. 222**

Dear Ms. Washburn:

Enclosed for filing with the Commission is a verified copy of Amendment No. 14 to the Agreement for Purchase of Services between Verizon Services Group on behalf of Verizon operating telephone companies including Verizon Northwest Inc. and Cellco Partnership, doing business as Verizon Wireless. The Commission has docketed previous filings related to this agreement as UT-0~~0~~₂1214.

Please call me at 425-261-5006 if you have any questions.

Very truly yours,

A handwritten signature in black ink that reads "Richard E. Potter". The signature is written in a cursive, flowing style.

Richard E. Potter
Public Policy and External Affairs

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of Amendment No. 14 to the Agreement for Purchase of Services between Verizon Services Group on behalf of Verizon operating telephone companies including Verizon Northwest Inc. and Cellico Partnership, doing business as Verizon Wireless.

Richard E. Potter Date: 11/23/04

Richard E. Potter
Verizon Northwest Inc.

AMENDMENT NO. 14

This Amendment No. 14 (the "Amendment") is made and entered by and between Verizon Services Corp., a Verizon Company ("Customer"), a Delaware corporation with offices located at 240 East 38th street, New York, N.Y. , and Cellco Partnership, doing business as Verizon Wireless, located at 180 Washington Valley Road, Bedminster, New Jersey, 07942 for attachment to Contract # BA17132, dated January 1, 1999, as amended by Amendments 1 through 13, (the "Agreement").

1. This Amendment is an integral part of and modifies the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

2. Paragraphs 2.1 and 2.1.1. in the Section entitled TERM are hereby deleted and replaced with the following:

2.1 Term. The term of this Agreement shall be effective on January 1, 1999 and shall expire on March 31, 2007 provided that Verizon may extend the term of this Agreement for a period of twelve (12) months by giving Verizon Wireless written notice at least thirty (30) days prior to the expiration date.

3. All references in the Agreement to "Express Network" are hereby changed to "NationalAccess".

4. All references in the Agreement to "Exhibits B-2 through B-19" are hereby changed to "Exhibits B-2 through B-20" respectively.

5. Section 4.1, of the Agreement entitled "Minimum Monthly Line Commitment", sub-section 4.1 is hereby amended to delete the first two (2) sentences which begin with "In order to qualify" and end with "on Exhibit B-2" and replace them with the following new sentence which reads as follows:

"In order to qualify for the rates and access discounts shown in Exhibits B-2 through B-20, Customer agrees to achieve and maintain a minimum of seventy-five thousand (75,000) active Corporate and Employee Subscribers within the pricing tiers ("Attainment Tier") shown in such Exhibits."

6. Section 4.1, of the Agreement entitled "Minimum Monthly Line Commitment", sub-section 4.4 is hereby amended to change all references of "\$35.00" to "\$34.99" respectively.

7. Section 4.1, of the Agreement entitled "Minimum Monthly Line Commitment", is hereby amended to add a new sub-section 4.5, which reads as follows:

"4.5. Verizon Wireless will allow Customer's existing Corporate Subscribers who are currently procuring services from Verizon Wireless pursuant to previously offered calling plans ("Grandfathered Plans"), to continue receiving such services at the pricing, terms and conditions contained in such Grandfathered Plans until such Subscribers either migrate to the pricing provided with this Amendment or terminate such Grandfathered Plans; however, such calling plans and associated discount programs applicable to the Grandfathered Plans will no longer be available for Customer's Subscribers activating service or changing calling plans. Any monthly access discounts, usage discounts, revenue discounts or rebates currently applicable to Grandfathered Plans shall be discontinued upon execution of this Amendment. Existing Corporate Subscribers procuring services under such Grandfathered Plans are not eligible for Equipment upgrades until such Subscribers migrate to the pricing provided with this Amendment. Such Subscribers will count towards Customer's line attainment but will not be eligible to participate in any access or usage discounts or other benefits available pursuant to this Amendment until such Subscribers migrate to an applicable pricing plan provided with this Amendment."

8. Section 8.0, of the Agreement entitled "Employee Program" is hereby amended to delete the first sentence which begins with "Employee Subscribers may" and ends with "and Exhibit B-5" and replace it with a new first sentence which reads as follows:

"Employee Subscribers may obtain CRS under this Agreement at the rates, and under the terms and conditions of Exhibits B-2 through B-5, Exhibits B-7 through B-8, Exhibit B-11, Exhibit B-13, Exhibits B-15 through B-17, and Exhibits B-19 through B-20 as attached hereto."

9. Section 10.0, of the Agreement entitled "Price", sub-section 10.1, "Equipment Pricing" is hereby amended to add the following which reads:

"Existing Subscribers' individual line terms must be expired or within two (2) months of expiration to qualify for the Equipment pricing in Exhibit C. Further, Qualifying Subscribers taking advantage of a promotion or purchasing Equipment at the applicable retail or Agreement pricing will be required to extend their individual line term commitment."

10. Section 31.3, "Charges" is hereby deleted in its entirety.

11. Section 56.0, of the Agreement entitled "Consolidated Billing and Management Services", sub-section 56.1.2 is hereby deleted in its entirety and replaced with a new sub-section 56.1.2 which reads as follows:

"56.1.2. Within the Verizon Wireless Area, an early termination fee of \$175.00 applies for Corporate and Employee Subscriber lines in service less than twelve (12) or twenty-four (24) months at the time of termination, as applicable. However, on an annual basis, Verizon Wireless will waive the early termination fees for up to seven thousand five hundred (7,500) of Customer's Corporate Subscriber lines that are terminated prior to completing their applicable term, provided the seventy-five thousand (75,000)

Corporate and Employee Subscriber Attainment Tier is maintained. Should Customer not be able to maintain a minimum of seventy-five thousand (75,000) active Corporate and Employee Subscriber lines in service at any point during the term of the Agreement, Verizon Wireless shall reduce the amount of early termination fee waivers to five thousand (5,000) Corporate Subscriber lines for the time in which Customer is below the seventy-five thousand (75,000) line Attainment Tier. Customer acknowledges that porting out a mobile telephone number from Verizon Wireless to another service provider, before the end of the applicable line term shall constitute a termination subject to any such applicable early termination fees. Customer further acknowledges that it is responsible to pay all roaming and toll charges owing for use of CRS in Verizon Wireless' Area."

12. A new Section 58.0, "Local Number Portability" is hereby added in its entirety which reads as follows:

"58.0. Local Number Portability. In accordance with Federal Communications Commission rules, Subscribers may be able to switch service providers without changing telephone numbers. This process is called porting. Geographic and inter-carrier restrictions may prevent or delay the porting of some numbers. Porting of a number may also be delayed if complete and accurate Subscriber/account information is not provided. Until the porting process is completed, Subscribers may not be able to receive incoming calls including return calls from 911 personnel. Equipment provisioned for one service provider's network may not be compatible with another service provider's network."

13. Exhibit B-2, "Corporate Pricing Program" is hereby deleted in its entirety and replaced with a new Exhibit B-2, "Monthly Access Fee Discount Schedule" in the form attached hereto.

14. Exhibit B-3, "The National Aggregate Plan: Corporate Subscriber" is hereby deleted in its entirety and replaced with a new Exhibit B-3, "Local DigitalChoice" in the form attached hereto.

15. Exhibit B-4, "Equipment Pricing" is hereby deleted in its entirety and replaced with an updated Exhibit B-4, "Equipment Pricing" in the form attached hereto.

16. Exhibit B-5, "America's ChoiceSM" is hereby deleted in its entirety and replaced with an updated Exhibit B-5, "America's Choice[®]" in the form attached hereto.

17. Exhibit B-6, "America's ChoiceSM Business SharePlan – Northeast Area" is hereby deleted in its entirety and replaced with a new Exhibit B-6, "America's Choice[®] Business SharePlan" in the form attached hereto.

18. Exhibit B-7, "Business SharePlan – South Area" is hereby deleted in its entirety and replaced with a new Exhibit B-7, "NationalAccess Megabyte Calling Plans for Personal Digital Assistant (PDA) Devices" in the form attached hereto.

19. Exhibit B-8, "Midwest Area America's ChoiceSM Business SharePlan, Midwest Area – Great Plains and Western Pennsylvania Regions Only – Corporate Subscriber" is hereby deleted in its entirety and replaced with a new Exhibit B-8, "America's Choice[®] Flat Rate Plans" in the form attached hereto.

20. Exhibit B-9, "Midwest Area America's ChoiceSM Business SharePlan, Midwest Area – Great Plains and Western Pennsylvania Regions Only – Corporate Subscriber" is hereby deleted in its entirety and replaced with a new Exhibit B-9, "North America's Choice[®]" in the form attached hereto.

21. Exhibit B-10, "Business SharePlan – West Area" is hereby deleted in its entirety and replaced with a new Exhibit B-10, "National SingleRateSM Calling Plans" in the form attached hereto.

22. Exhibit B-11, "Total Business ConnectionSM" is hereby deleted in its entirety and replaced with a new Exhibit B-11, "NationalAccess Megabyte Calling Plan" in the form attached hereto.

23. Exhibit B-12, "America's ChoiceSM National SharePlan: Corporate Subscribers" is hereby deleted in its entirety and replaced with an updated Exhibit B-12, "America's Choice[®] National SharePlan" in the form attached hereto.

24. Exhibit B-13, "Express NetworkSM Calling Plans" is hereby deleted in its entirety and replaced with a new Exhibit B-13, "NationalAccess Calling Plans" in the form attached hereto.

25. Exhibit B-15, "Express Network – BlackBerry Devices" is hereby deleted in its entirety and replaced with a new Exhibit B-14, "NationalAccess Megabyte Calling Plans for BlackBerry Devices" in the form attached hereto.

26. Exhibit B-17, "America's ChoiceSM with Push to Talk Calling Plans" is hereby deleted in its entirety and replaced with an updated Exhibit B-17, "America's Choice[®] with Push to Talk" in the form attached hereto.

27. Exhibit B-18, "Business SharePlan with Push to Talk" is hereby deleted in its entirety and replaced with an updated Exhibit B-18, "America's Choice[®] Business SharePlan with Push to Talk" in the form attached hereto.

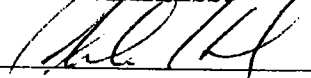
28. Exhibit B-19, "Total Business ConnectionSM with Push to Talk" is hereby deleted in its entirety and replaced with a new Exhibit B-19, "Verizon Wireless Calling Plan Features" in the form attached hereto.

29. A new Exhibit B-20, "Verizon Wireless Calling Plan Terms and Conditions" is hereby added in its entirety in the form attached hereto.

30. Appendix C, "Paging Services and Equipment – Fee Schedule" is hereby deleted in its entirety and replaced with an updated Appendix C, "Paging Services and Equipment – Fee Schedule" in the form attached hereto.
31. This Amendment shall be effective when executed by both Parties.
32. All provisions of the Agreement, including attachments thereto, not addressed by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the Parties affix their signatures to this Amendment.

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS:**

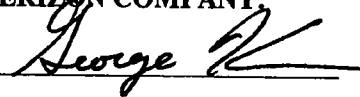
By: 

Name: CHARLES HAND

Title: REGIONAL PRESIDENT

Date: 9/30/04

**VERIZON SERVICES CORP.
A VERIZON COMPANY:**

By: 

Name: (for) GEORGE DOWELL

Title: VP - Supply Chain SVCS

Date: 9/24/04

30. Appendix C, "Paging Services and Equipment – Fee Schedule" is hereby deleted in its entirety and replaced with an updated Appendix C, "Paging Services and Equipment – Fee Schedule" in the form attached hereto.

31. This Amendment shall be effective when executed by both Parties.

32. All provisions of the Agreement, including attachments thereto, not addressed by this Amendment remain in full force and effect.

IN WITNESS WHEREOF, and intending to be bound hereby, the Parties affix their signatures to this Amendment.

**CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS:**

**VERIZON SERVICES CORP.
A VERIZON COMPANY:**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B-2
Monthly Access Fee Discount Schedule

Monthly Access Fee Discount Schedule

Corporate Subscribers are eligible for monthly access fee discounts on select business calling plans as indicated on such calling plan exhibits included herein. In addition, Corporate and Employee Subscribers qualify for monthly access fee discounts on eligible consumer voice and NationalAccess calling plans throughout Verizon Wireless' Areas with monthly access fees of \$34.99 and higher. Future Verizon Wireless consumer voice and NationalAccess calling plans with monthly access fees of \$34.99 and higher may also qualify to receive the monthly access fee discount. Please see the discount schedule below for the Corporate and Employee Subscriber discount percentages:

Minimum Corporate and Employee Subscriber Line Attainment Tiers	Corporate and Employee Subscriber Monthly Access Fee Discount
100 – 499	5% off promotional plans 11% off non-promotional plans
500 – 999	5% off promotional plans 13% off non-promotional plans
1,000 – 4,999	10% off promotional plans 15% off non-promotional plans
5,000 – 9,999	10% off promotional plans 17% off non-promotional plans
10,000 – 14,999	15% off promotional plans 19% off non-promotional plans
15,000 – 24,999	15% off promotional plans 21% off non-promotional plans
25,000 – 49,999	20% off promotional plans 23% off non-promotional plans
50,000 +	20% off promotional plans 25% off non-promotional plans

Note: The discounts above apply to both promotional and non-promotional voice and NationalAccess calling plans as applicable and are based on the Corporate and Employee Subscriber line Attainment Tier, subject to any limitations as indicated elsewhere in this Agreement and any Exhibits. Consolidated reporting is required to participate in this discounting program.

**EXHIBIT B-3
Local DigitalChoice**

Local DigitalChoice Northeast Area: Corporate & Employee Subscriber

Local DigitalChoice Calling Plans with monthly access fees of \$34.99 and higher qualify for monthly access fee discounts.

NORTHEAST AREA			
Standard Monthly Access Fee	\$24.99	\$39.99	\$59.99
Home Airtime Minutes	60	400	700
Per Minute Rate (over allowance)	\$0.50	\$0.45	\$0.40
Verizon Wireless Long Distance [†]	\$0.20 per minute		
Roam Rate ^{††} (per minute)	\$0.69 (includes Verizon Wireless' Domestic Long Distance for calls made throughout the 50 states and Canada)		
Note: [†] Domestic long distance rates may apply to calls placed or received within the home airtime rate area. ^{††} The Roam Rate applies while outside of the Local DigitalChoice home airtime rate area throughout the United States and Canada. Each Verizon Wireless Region has a distinct home airtime rate area based upon the assigned mobile telephone number. Please see your Verizon Wireless representative for a calling plan map of the home airtime rate area applicable to your assigned mobile telephone number. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.			

Local DigitalChoice Northeast Area Additional Options:

1,000 Nights and Weekends Option:

Subscribers to Local DigitalChoice Calling Plans with monthly access fees of \$39.99 and higher may purchase 1,000 Night and Weekend minutes for an additional monthly fee of \$10.00 per line. Subscribers to the 1,000 Night and Weekend Option may make and receive calls up to 1,000 minutes without incurring airtime charges within the home airtime rate area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday. Toll and Long Distance charges may apply.

Note: In certain Verizon Wireless Regions, with this option home airtime minutes become peak home airtime minutes; therefore, if a Subscriber to the 1,000 Night and Weekend Option has not exhausted their home airtime minutes but has exhausted their 1,000 Night and Weekend minutes, additional night and weekend calls within their home airtime rate area will be billed at the applicable per minute rate of the calling plan selected. In regions where airtime minutes do not become peak home airtime minutes, subscribers selecting the Night and Weekend Option, Night and Weekend allowance minutes will be applied before home airtime minutes.*

IN-Network Calling:

Customers may select one thousand (1,000) IN-Network Calling minutes for an additional monthly charge of \$10.00 per line. IN-Network Calling on the Local DigitalChoice Calling Plan applies when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber line which originates and terminates while both callers are in the same Verizon Wireless local IN-Network Calling area. Each cellular phone must have Verizon Wireless cellular long distance, otherwise the per minute rates will mirror the non-IN-Network Calling rates. IN-Network Calling rates do not apply to calls made to or received from landline phones, pagers, or wireless phones on another carrier's network. IN-Network Calling rates do not apply to calls made or received outside of the Subscriber's IN-Network Calling area. IN-Network Calling is not available with fixed wireless devices with usage substantially from a single cell site. IN-Network Calling is subject to applicable toll or long distance charges.

Note: IN-Network Calling is not available throughout the Local DigitalChoice home airtime rate area. For subscribers selecting IN-Network Calling, IN-Network Calling minutes will be applied before home airtime minutes.*

Local DigitalChoice Family SharePlan® Rate Plans

Subscribers to Local DigitalChoice Plans with monthly access fees of \$39.99 are eligible to receive the monthly access fee discounts on the Family SharePlan primary line only.

**EXHIBIT B-3 –Cont'd
Local DigitalChoice**

Local DigitalChoice South Area: Corporate & Employee Subscriber

Local DigitalChoice Calling Plans with monthly access fees of \$34.99 and higher qualify for monthly access fee discounts.

SOUTH AREA – HOUSTON/GULF COAST, CENTRAL TEXAS AND FLORIDA REGIONS

Standard Monthly Access Fee	\$29.99	\$39.99	\$49.99	\$59.99	\$79.99	\$99.99
Home Airtime Minutes	200	600	800	1200	1800	2100
Per Minute Rate (over allowance)	\$0.45	\$0.45	\$0.40	\$0.40	\$0.35	\$0.25
Verizon Wireless Long Distance [†]	\$0.20 per minute					
Roam Rate ^{††} (per minute)	\$0.69 (includes Verizon Wireless' Domestic Long Distance for calls made throughout the 50 states and Canada)					

Note: [†]Domestic long distance rates may apply to calls placed or received within the home airtime rate area. ^{††}The Roam Rate applies while outside of the Local DigitalChoice home airtime rate area throughout the United States and Canada. Each Verizon Wireless Region has a distinct home airtime rate area based upon the assigned mobile telephone number. Please see your Verizon Wireless representative for a calling plan map of the home airtime rate area applicable to your assigned mobile telephone number. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

Local DigitalChoice Calling Plans with monthly access fees of \$34.99 and higher qualify for monthly access fee discounts.

SOUTH AREA – CAROLINAS/TENNESSEE AND GEORGIA/ALABAMA REGIONS

Standard Monthly Access Fee	\$29.99	\$39.99	\$49.99	\$59.99	\$79.99	\$99.99
Home Airtime Minutes	200	500	700	1000	1500	1800
Per Minute Rate (over allowance)	\$0.45	\$0.45	\$0.40	\$0.40	\$0.35	\$0.25
Verizon Wireless Long Distance [†]	\$0.20 per minute					
Roam Rate ^{††} (per minute)	\$0.69 (includes Verizon Wireless' Domestic Long Distance for calls made throughout the 50 states and Canada)					

Note: [†]Domestic long distance rates may apply to calls placed or received within the home airtime rate area. ^{††}The Roam Rate applies while outside of the Local DigitalChoice home airtime rate area throughout the United States and Canada. Each Verizon Wireless Region has a distinct home airtime rate area based upon the assigned mobile telephone number. Please see your Verizon Wireless representative for a calling plan map of the home airtime rate area applicable to your assigned mobile telephone number. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

EXHIBIT B-3 –Cont'd Local DigitalChoice

Local DigitalChoice South Area Additional Options:

1,000 Nights and Weekends Option:

Subscribers to Local DigitalChoice Calling Plans with monthly access fees of \$39.99 and higher may purchase 1,000 Night and Weekend minutes for an additional monthly fee of \$10.00 per line. Subscribers to the 1,000 Night and Weekend Option may make and receive calls up to 1,000 minutes without incurring airtime charges within the home airtime rate area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday. Toll and Long Distance charges may apply.

Note: In certain Verizon Wireless Regions, with this option home airtime minutes become peak home airtime minutes; therefore, if a Subscriber to the 1,000 Night and Weekend Option has not exhausted their home airtime minutes but has exhausted their 1,000 Night and Weekend minutes, additional night and weekend calls within their home airtime rate area will be billed at the applicable per minute rate of the calling plan selected. In regions where airtime minutes do not become peak home airtime minutes, subscribers selecting the Night and Weekend Option, Night and Weekend allowance minutes will be applied before home airtime minutes.*

IN-Network Calling:

Subscribers to Local DigitalChoice Calling Plans may select one thousand (1,000) IN-Network Calling minutes for an additional monthly charge of \$4.99 per line. Outbound calls must originate from within the IN-Network Calling rate and coverage area to be classified as IN-Network Calling, and the receiving customer must have a mobile telephone number that resides within the same IN-Network rate and coverage areas. Inbound calls must be received within the IN-Network Calling rate and coverage area to be classified as IN-Network Calling, and the originating customer must have a mobile telephone number that resides within the same IN-Network rate and coverage area. IN-Network Calling rates do not apply to calls made to or received from data devices, landline phones, pagers, or wireless phones on another carrier's network. IN-Network Calling rates do not apply to calls made or received outside of the Subscriber's IN-Network Calling area. IN-Network Calling is not available with fixed wireless devices with usage substantially from a single cell site. IN-Network Calling is subject to applicable toll or long distance charges.

Note: IN-Network Calling is not available throughout the Local DigitalChoice home airtime rate area. For subscribers selecting IN-Network Calling, IN-Network Calling minutes will be applied before home airtime minutes.*

Domestic Long Distance Option:

Subscribers to Local DigitalChoice Calling Plans may select the Domestic Long Distance Option for an additional monthly fee of \$4.99 per line which allows subscribers to call from their home airtime rate area to locations throughout the 50 States at no additional long distance charge.

**For subscribers selecting both the IN-Network Calling and Night and Weekend Options, minute distribution will vary by the Verizon Wireless region where the mobile number was activated.*

**EXHIBIT B-3 –Cont'd
Local DigitalChoice**

Local DigitalChoice Midwest Area: Corporate & Employee Subscriber

Local DigitalChoice Calling Plans with monthly access fees of \$34.99 and higher qualify for monthly access fee discounts.

MIDWEST AREA					
Standard Monthly Access Fee	\$39.99	\$49.99	\$59.99	\$79.99	\$99.99
Home Airtime Minutes	500	600	800	1100	1400
Per Minute Rate (over allowance)	\$0.45	\$0.40	\$0.40	\$0.35	\$0.25
Verizon Wireless Long Distance†	Included				
Roam Rate†† (per minute)	\$0.69 (includes Verizon Wireless' Domestic Long Distance for calls made throughout the 50 states and Canada)				
Note: †Domestic long distance rates may apply to calls placed or received within the home airtime rate area. ††The Roam Rate applies while outside of the Local DigitalChoice home airtime rate area throughout the United States and Canada. Each Verizon Wireless Region has a distinct home airtime rate area based upon the assigned mobile telephone number. Please see your Verizon Wireless representative for a calling plan map of the home airtime rate area applicable to your assigned mobile telephone number. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.					

Local DigitalChoice Midwest Area Additional Options:

1,000 Nights and Weekends Option:

Subscribers to Local DigitalChoice Calling Plans with monthly access fee of \$39.99 and higher may purchase 1,000 Night and Weekend minutes for an additional monthly fee of \$10.00 per line. Subscribers to the 1,000 Night and Weekend Option may make and receive calls up to 1,000 minutes without incurring airtime charges within the home airtime rate area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday. Toll and Long Distance charges may apply.

Note: In certain Verizon Wireless Regions, with this option home airtime minutes become peak home airtime minutes; therefore, if a Subscriber to the 1,000 Night and Weekend Option has not exhausted their home airtime minutes but has exhausted their 1,000 Night and Weekend minutes, additional night and weekend calls within their home airtime rate area will be billed at the applicable per minute rate of the calling plan selected. In regions where airtime minutes do not become peak home airtime minutes, subscribers selecting the Night and Weekend Option, Night and Weekend allowance minutes will be applied before home airtime minutes.*

IN-Network Calling:

Customers may select one thousand (1,000) IN-Network Calling minutes for an additional monthly charge of \$10.00 per line. IN-Network Calling on the Local DigitalChoice Calling Plan applies when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber line which originates and terminates while both callers are in the same Verizon Wireless local IN-Network Calling area. Each cellular phone must have Verizon Wireless cellular long distance, otherwise the per minute rates will mirror the non-IN-Network Calling rates. IN-Network Calling rates do not apply to calls made to or received from landline phones, pagers, or wireless phones on another carrier's network. IN-Network Calling rates do not apply to calls made or received outside of the Subscriber's IN-Network Calling area. IN-Network Calling is not available with fixed wireless devices with usage substantially from a single cell site. IN-Network Calling is subject to applicable toll or long distance charges.

Note: IN-Network Calling is not available throughout the Local DigitalChoice home airtime rate area. For subscribers selecting IN-Network Calling, IN-Network Calling minutes will be applied before home airtime minutes.*

Local DigitalChoice Family SharePlan® Rate Plans

Subscribers to Local DigitalChoice Plans with monthly access fees of \$39.99 are eligible to receive the monthly access fee discounts on the Family SharePlan primary line only, in select Verizon Wireless Midwest area markets only.

**EXHIBIT B-3 –Cont'd
Local DigitalChoice**

Local DigitalChoice West Area: Corporate & Employee Subscriber

Local DigitalChoice Calling Plans with monthly access fees of \$39.99 and higher qualify for monthly access fee discounts.

WEST AREA						
Standard Monthly Access Fee	\$39.99	\$49.99	\$59.99	\$79.99	\$99.99	\$149.99
Home Airtime Minutes	500	700	800	1,400	2,200	3,200
Per Minute Rate (over allowance)	\$0.45	\$0.40	\$0.40	\$0.35	\$0.25	\$0.25
Verizon Wireless Long Distance [†]	\$0.20 per minute					
Roam Rate ^{††} (per minute)	\$0.69 (includes Verizon Wireless' Domestic Long Distance for calls made throughout the 50 states and Canada)					
Note: [†] Domestic long distance rates may apply to calls placed or received within the home airtime rate area. Subscribers can also choose to have Verizon Wireless Long Distance included for an additional \$5.00 per month, per line. ^{††} The Roam Rate applies while outside of the Local DigitalChoice home airtime rate area throughout the United States and Canada. Each Verizon Wireless Region has a distinct home airtime rate area based upon the assigned mobile telephone number. Please see your Verizon Wireless representative for a calling plan map of the home airtime rate area applicable to your assigned mobile telephone number. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.						

Local DigitalChoice West Area Additional Options:

1,000 Nights and Weekends Option:

Subscribers to Local DigitalChoice Calling Plans may purchase 1,000 Night and Weekend minutes for an additional monthly fee of \$10.00 per line. Subscribers to the 1,000 Night and Weekend Option may make and receive calls up to 1,000 minutes without incurring airtime charges within the home airtime rate area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday. Toll and Long Distance charges may apply.

Note: In certain Verizon Wireless Regions, with this option home airtime minutes become peak home airtime minutes; therefore, if a Subscriber to the 1,000 Night and Weekend Option has not exhausted their home airtime minutes but has exhausted their 1,000 Night and Weekend minutes, additional night and weekend calls within their home airtime rate area will be billed at the applicable per minute rate of the calling plan selected. In regions where airtime minutes do not become peak home airtime minutes, subscribers selecting the Night and Weekend Option, Night and Weekend allowance minutes will be applied before home airtime minutes.*

IN-Network Calling:

Customers may select one thousand (1,000) IN-Network Calling minutes for an additional monthly charge of \$10.00 per line. IN-Network Calling on the Local DigitalChoice Calling Plan applies when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber line which originates and terminates while both callers are in the same Verizon Wireless local IN-Network Calling area. Each cellular phone must have Verizon Wireless cellular long distance, otherwise the per minute rates will mirror the non-IN-Network Calling rates. IN-Network Calling rates do not apply to calls made to or received from landline phones, pagers, or wireless phones on another carrier's network. IN-Network Calling rates do not apply to calls made or received outside of the Subscriber's IN-Network Calling area. IN-Network Calling is not available with fixed wireless devices with usage substantially from a single cell site. IN-Network Calling is subject to applicable toll or long distance charges.

Note: IN-Network Calling is not available throughout the Local DigitalChoice home airtime rate area. For subscribers selecting IN-Network Calling, IN-Network Calling minutes will be applied before home airtime minutes.*

Domestic Long Distance Option:

Subscribers to Local DigitalChoice Calling Plans may select the Domestic Long Distance Option for an additional monthly fee of \$5.00 per line which allows subscribers to call from their home airtime rate area to locations throughout the 50 States at no additional long distance charge.

Local DigitalChoice Family SharePlan[®] Rate Plans

Subscribers to Local DigitalChoice Plans with monthly access fees of \$39.99 are eligible to receive the monthly access fee discounts on the Family SharePlan primary line only.

**EXHIBIT B-4
Equipment Pricing**

Corporate and Employee Subscriber Equipment Pricing

Corporate and Employee Subscribers must select either a twelve (12) or twenty-four (24) month individual line term agreement to qualify for the below Equipment pricing. The following Equipment pricing is available to Corporate and Employee Subscribers selecting twelve (12) month individual line term agreements. Corporate and Employee Subscribers selecting twenty-four (24) month individual line term agreements qualify for an additional discount of up to \$10.00 on the below Equipment prices; however resulting Equipment prices shall not be lower than No Charge (\$0.00).

Corporate and Employee Subscriber Tri-Mode Equipment Pricing (800mhz Amps, 800/1900mhz CDMA) (Tri-mode Equipment may operate on digital, PCS digital and analog networks.)					
Nokia 3589 ^{1,2,6,7}	Kyocera KX414 ^{1,2}	Motorola V60s ^{1,13}	Samsung a650 ^{1,2,5}	LG VX 3200 ^{1,6,7}	
No Charge	No Charge	No Charge	\$29.99	\$39.99	
Audiovox 8600 ^{1,2,6,7}	Kyocera SE47 ^{1,2,6,7}	Motorola V60p ^{1,5,6,7}	Motorola V710 ^{1,2,4,6,7,16,17}	Kyocera 7135 ^{1,3,11}	
\$49.99	\$49.99	\$109.99	\$269.99	\$349.99	
Corporate and Employee Subscriber Dual-Band Equipment Pricing (800/1900mhz CDMA) (Dual Band Equipment operates only on wireless networks that provide digital service; therefore, you can only make and receive calls when digital service is available. When digital service is not available, your phone will not operate or be able to make 911 calls.)					
Samsung A530 ^{1,2,10}	LG VX4500 ^{1,2}	Samsung a610 ^{1,2,4,6,7}	LG VX6000 ^{1,2,4}	Samsung a670 ^{1,2,4,6,7}	Audiovox 8900 ^{1,2,4,6,7}
\$49.99	\$59.99	\$89.99	\$99.99	\$119.99	\$119.99
Verizon Wireless PC3220¹/PC3320¹	LG VX 7000 ^{1,2,4,6,7,16}	Verizon Wireless 5220 PC Card ^{1,8,9}	BlackBerry 6750 ^{1,3,11}	Sierra Wireless Aircard 555D ^{1,8,12}	Sierra Wireless Aircard 580 ^{1,8,9,17}
\$149.99	\$199.99	\$199.99	\$239.99	\$249.99	\$249.99
BlackBerry 7750 ^{1,3,11}	Samsung a790 ^{1,2,4,14}	PalmOne Treo 600 ^{1,2,3,4,6,11}	PalmOne Treo 600 ^{1,2,3,6,11,15} (Without Camera)	Samsung i600 ^{1,3,11}	Samsung i700 ^{1,3,11}
\$289.99	\$299.99	\$399.99	\$399.99	\$449.99	\$549.99
Existing Subscribers individual line term agreements must be expired or within two (2) months of expiration to qualify for the above prices. Verizon Wireless reserves the right to replace the above models with comparable models and to add or discontinue models. The above Equipment prices are valid from 7/1/2004 through 9/30/2004 and are subject to availability. Corporate and Employee Subscribers Equipment purchases in future months will be at the then current Verizon Wireless Corporate Account Equipment matrix prices. Corporate and Employee Subscribers can purchase Equipment at Verizon Wireless' national retail prices if they become lower than this matrix provided the Subscriber line meets the consumer offer requirements. When available, Corporate and Employee Subscribers may take advantage of manufacturer sponsored rebates subject to the terms and conditions of such rebates, as applicable; however, Verizon Wireless sponsored rebates are not applicable on prices in this matrix. All services not available in all areas. These Equipment prices are only available through Verizon Wireless' Business Sales Channel and are not available through indirect agents and/or Verizon Wireless' retail store locations. Additionally, Corporate and Employee Subscriber Equipment Pricing listed in this matrix are not available for activations or upgrades on Verizon Wireless Telemetry plans. Camera phone use or possession may be prohibited in some locations based on privacy, security, or other restrictions. Get It Now SM , Picture Messaging, and other information or enhanced services, are subject to terms of use. See Verizon Wireless.com for details.					
Note: ¹ NationalAccess capable Equipment. ² Get It Now SM capable Equipment. ³ PDA and BlackBerry calling plans are available with approved Verizon Wireless NationalAccess capable mobile devices only. ⁴ Picture Messaging capable Equipment. By ordering Picture Messaging capable Equipment, Customer is subject to the terms and conditions provided with the Equipment sent to Customer's Corporate Subscribers. ⁵ Push to Talk capable. Available only with an eligible Push to Talk calling plan. May not be used with any other calling plan or each presence update may register as a one minute call. ⁶ TXT Downloads capable. ⁷ Enhanced TXT Messaging capable. ⁸ Supports Mobile IP "Always-on" capability. ⁹ Data only; supports BroadbandAccess and NationalAccess service only (Voice, IS95A and TXT Messaging services are unavailable). Available only with an eligible BroadbandAccess calling plan and in BroadbandAccess markets. ¹⁰ While supplies last. ¹¹ The BlackBerry and PDA devices above with Wireless Sync capabilities are subject to the server and software requirements of the respective manufacturer and the terms and conditions of the applicable Verizon Wireless Calling Plans or Optional Feature plans for those devices. ¹² Data only, supports NationalAccess, IS95A and TXT Messaging services (Voice unavailable). ¹³ Subscribers at any Attainment Tier selecting twenty-four (24) month individual line term agreements qualify to receive the Motorola V60s at No Charge through 9/30/04, subject to Equipment availability. ¹⁴ 900 and 1800 GSM MHz "Global Phone" capable. Use of the Global Phone outside the United States is subject to the Verizon Wireless international Global Phone roaming rates, terms and conditions. ¹⁵ Expected availability late July 2004. ¹⁶ Video capture and messaging capable. ¹⁷ Expected availability late August 2004. By ordering Video Messaging capable Equipment, Customer is subject to the terms and conditions provided with the Equipment sent to Customer's Corporate Subscribers.					

**EXHIBIT B-4 –Cont'd
Equipment Pricing**

Corporate and Employee Subscriber Equipment Pricing

Accessory Discount: For the duration of the Agreement, Customer's Corporate Subscriber lines are eligible to receive a universal ear-bud at no charge upon activation or eligible renewal. Corporate and Employee Subscribers are eligible to receive a 25% discount off the retail price of all other accessories. Employee Subscriber accessory discounting is contingent upon Customer selecting a minimum one thousand (1,000) Corporate and Employee Subscriber line Attainment Tier and Employee Subscriber accessory purchases being made via the Verizon Wireless Extranet.

Telemetry Equipment Pricing

Corporate Subscribers must select either a twelve (12) or twenty-four (24) month individual line term agreement to qualify for the below Equipment pricing. The following Equipment pricing is available to Corporate and Employee Subscribers selecting twelve (12) month individual line term agreements. Corporate Subscribers selecting twenty-four (24) month or thirty six (36) month individual line term agreements qualify for an additional discount of up to \$10.00 on the below Equipment prices.

Tri-Mode Equipment (800mhz Amps, 800/1900mhz CDMA) (Tri-mode Equipment may operate on digital, PCS digital and analog networks.)			
Land Cellular 819s^{1,4,5}	Land Cellular 819i^{1,4,5}	Land Cellular 820^{1,3,4,5}	
\$299.99	\$369.99	\$409.99	
Dual-Band Equipment (800/1900mhz CDMA) (Dual Band Equipment operates only on wireless networks that provide digital service)			
Airlink Redwing^{1,2,4}	Airlink Raven¹	Airlink PinPoint^{1,5}	Sierra MP555^{1,2,3,4,5}
\$379.99	\$519.99	\$619.99	\$779.99
Existing Subscribers individual line term agreements must be expired or within two (2) months of expiration to qualify for the above prices. Verizon Wireless reserves the right to replace the above models with comparable models and to add or discontinue models. The above Equipment prices are valid from 7/1/2004 through 9/30/2004 and are subject to availability. All services not available in all areas. These Equipment prices are only available through Verizon Wireless' Business Sales Channel and are not available through indirect agents and/or Verizon Wireless' retail store locations. The Telemetry modems above with Overt the Air (OTA) activation and programming capabilities may be subject to the server and software requirements of the respective manufacturer. Additionally, the equipment listed in this matrix along with the associated pricing are only available to Subscribers on Telemetry plans. Services are subject to terms of use. See your account manager for details.			
Note: ¹ NationalAccess capable Equipment. ² SMS capable. ³ Supports Mobile IP "Always-on" capability. ⁴ IS95 compatible. ⁵ GPS capable, additional equipment may be required.			

EXHIBIT B-5
America's Choice®

America's Choice™ Calling Plans: Corporate & Employee Subscribers

America's Choice Calling Plans qualify for monthly access fee discounts and promotions.

Standard Monthly Access Fee	\$39.99	\$49.99	\$59.99	\$79.99	\$99.99	\$149.99	\$199.99	\$299.99
Home Airtime Minutes	400	500	800	1200	2000	3000	4000	6000
Per Minute Rate (over allowance)	\$0.45	\$0.40	\$0.40	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States, \$0.20 for calls to Canada)							
Domestic and Canadian Roaming Airtime Rate†	\$0.69 per minute (includes Domestic long distance charges)							

Note: The America's Choice home airtime rate area includes the Verizon Wireless network and select preferred roaming carriers, see America's Choice Calling Plan Map for details. †Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate area and Canada. Domestic long distance is included when placing calls in the America's Choice home airtime rate area. Long distance charges will apply when making or receiving calls outside the United States. Charges for International calls while Roaming domestically are billed separately as roaming and at the applicable international rate. International long distance (where available) will vary. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

America's Choice Optional Services:

IN-Network Calling Option:

Subscribers to America's Choice Calling Plans may purchase IN-Network Calling. Customers may select one thousand (1,000) IN-Network Calling minutes for an additional monthly charge of \$10.00 per line. IN-Network Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber line while in the IN-Network Calling area. IN-Network Calling is not available throughout the America's Choice home airtime rate area. The IN-Network Calling area is the Verizon Wireless Enhanced Services network. IN-Network Calling does not apply to calls made to or received from landline phones, pagers, or wireless phones on another carrier's network. Phone may not accurately display Caller ID and roaming indication; charges based on information in billing system. Not available with fixed wireless devices with usage substantially from a single cell site. Taxes, surcharges, and a universal service fee apply. IN-Network Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. For subscribers selecting IN-Network Calling, IN-Network Calling minutes will be applied before home airtime minutes.

1,000 Night and Weekend Option:

Subscribers to America's Choice Calling Plans may purchase 1,000 night and weekend minutes for an additional monthly fee of \$10.00 per line. Subscribers to the 1,000 Night and Weekend Option may make and receive calls up to 1,000 minutes without incurring airtime charges within the America's Choice home airtime area. Toll and Long Distance charges may apply. The 1,000 Night and Weekend Option applies to airtime only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday. For subscribers selecting the Night and Weekend Option, Night and Weekend allowance minutes will be applied before home airtime minutes.*

America's Choice Family SharePlan® Rate Plans

Subscribers to America's Choice Plans are eligible to receive the monthly access fee discount on the Family SharePlan primary line only with monthly access fees of \$39.99 and higher in Verizon Wireless' Northeast, West, South and select Midwest areas only.

EXHIBIT B-6
America's Choice® Business SharePlan

America's Choice® Business SharePlan: Corporate Subscribers

In order for Customer's Corporate Subscribers to qualify for the America's Choice Business SharePlan, Customer must have a minimum of five (5) America's Choice Business SharePlan Corporate Subscriber lines active at all times. Should Customer's Corporate Subscriber lines to the America's Choice Business SharePlan fall below the five (5) Corporate Subscriber line minimum, Customer's Corporate Subscribers will be migrated onto retail consumer pricing or corporate pricing, if available.

Corporate Subscribers to the America's Choice Business SharePlans can share minutes among multiple Corporate Subscribers within their market that are activated on the same account. Corporate Subscribers who don't use all of their shared home airtime minutes in the monthly billing period will pass those minutes to other Corporate Subscribers in their same market that are activated on the same account that have exceeded their shared home airtime minutes during the same monthly billing period, as applicable. Lines that share minutes must be activated on an America's Choice Business SharePlan only, however such America's Choice Business SharePlan Subscribers in the same market that are activated on the same account may share minutes from the various available America's Choice Business SharePlan monthly access fees. For example, Corporate Subscribers to the \$44.99 America's Choice Business SharePlan may share minutes with other Corporate Subscribers to America's Choice Business SharePlans within their market that are activated on the same account to the \$64.99 America's Choice Business SharePlan; likewise, they can share minutes with Corporate Subscribers to the \$104.99 or \$154.99 America's Choice Business SharePlan in the same market that are on the same account.

The America's Choice Business SharePlans are eligible for monthly access discounts and may be eligible for promotions.

Standard Monthly Access Fee	\$44.99	\$64.99	\$84.99	\$104.99	\$154.99
Shared Home Airtime Minutes	400	800	1200	2000	3000
IN-Network Calling minutes [†]	1000				
Night and Weekend minutes ^{††}	Unlimited				
Per Minute Rate (over allowance)	\$0.25 per minute				
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States)				
Domestic and Canadian Roaming Airtime Rate ^{†††}	\$0.69 per minute (includes Domestic long distance charges)				

Note: The America's Choice home airtime rate area includes the Verizon Wireless network and select preferred roaming carriers; see America's Choice Calling Plan Map for details. [†]IN-Network Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber line while in the IN-Network Calling area. IN-Network Calling minutes are per line and cannot be shared among multiple Corporate Subscribers within their market that are activated on the same account. IN-Network Calling is not available to customers whose current wireless exchanges restrict the delivery of Caller ID. ^{††}Subscribers to the Unlimited Night and Weekend may make and receive Unlimited calls without incurring airtime charges within the America's Choice home airtime area. Toll and Long Distance charges may apply. The Unlimited Night and Weekend applies to airtime only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday. For subscribers selecting the Night and Weekend, Night and Weekend allowance minutes will be applied before home airtime minutes. Night and weekend allowance minutes do not share. ^{†††}Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate area and Canada. Domestic long distance is included when placing calls in the America's Choice home airtime rate area. Long distance charges will apply when making or receiving calls outside the United States. Charges for International calls while Roaming domestically are billed separately as roaming and at the applicable international rate. International long distance (where available) will vary. International dialing and Directory Assistance calls will be categorized together and not detailed out on the monthly invoice. Charges for features will be categorized together, billed as other charges and not detailed. If the America's Choice Business SharePlan is not renewed, Customer's Corporate Subscriber lines will be migrated onto retail consumer pricing or corporate pricing if available. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

EXHIBIT B-7

NationalAccess Megabyte Calling Plans for Personal Digital Assistant (PDA) Devices

NationalAccess Megabyte Calling Plans and Optional Features for Personal Digital Assistant (PDA) Devices: Corporate and Employee Subscribers

NationalAccess Megabyte Calling Plans qualify for monthly access fee discounts as determined by your Agreement; however the maximum discount for these NationalAccess Megabyte Calling Plans shall not exceed 20%. The Optional Megabyte Allowance “5 MB Plan” and the Optional NationalAccess Megabyte Allowance “Unlimited Plan” for PDA Devices monthly fees are not eligible for any access or revenue discount programs or promotions.

NationalAccess Megabyte Calling Plans		
	5 MB Plan	Unlimited Plan
Standard Monthly Fee	\$29.99	\$49.99
NationalAccess Allowance	5 MB	Unlimited
NationalAccess Overage Rate per Kilobyte	\$0.008	N/A
Home Airtime Per Minute Rate for voice usage		\$0.25
Roaming Airtime Per Minute Rate† for voice usage		\$0.69
Optional NationalAccess Roaming††		\$0.002 per Kilobyte
Verizon Wireless Domestic Long Distance Rate		Included
Please refer to the Important Information Section below for additional details regarding the Unlimited NationalAccess Calling Plan.		

Optional NationalAccess Megabyte Allowance – 5 MB Plan*							
Lines in Service	Standard Monthly Fee	NationalAccess Allowance	NationalAccess Overage Rate per Kilobyte	Optional NationalAccess Roaming††	Home Airtime Per Minute Rate for voice usage	Roaming Airtime Per Minute Rate† for voice usage	Verizon Wireless Domestic Long Distance Rate
5-999	\$21.99	5 MB	\$0.008	\$0.002 per Kilobyte	Varies By Voice Calling Plan Selected		
1000 +	\$19.99						
Please refer to the Important Information Section below for additional details regarding the Unlimited NationalAccess Calling Plan.							

Optional NationalAccess Megabyte Allowance – Unlimited Plan*							
Lines in Service	Standard Monthly Fee	NationalAccess Allowance	NationalAccess Overage Rate per Kilobyte	Optional NationalAccess Roaming††	Home Airtime Per Minute Rate for voice usage	Roaming Airtime Per Minute Rate† for voice usage	Verizon Wireless Domestic Long Distance Rate
5-999	\$39.59	Unlimited	N/A	\$0.002 per Kilobyte	Varies By Voice Calling Plan Selected		
1000 +	\$35.99						
Please refer to the Important Information Section below for additional details regarding the Unlimited NationalAccess Calling Plan.							

EXHIBIT B-7 –Cont'd
NationalAccess Megabyte Calling Plans for Personal Digital Assistant (PDA) Devices

Important Information

Note: *Optional NationalAccess Megabyte Allowance for PDA Devices must be activated in conjunction with an eligible digital voice calling plan with monthly access charge of \$34.99 or greater. NationalAccess Megabyte Calling Plans and Optional NationalAccess Unlimited Plan Megabyte Allowance for PDA Devices are non-promotional price plans/features.

†Roaming and toll charges may apply when making and receiving calls off the home airtime rate area and Canada; long distance charges will apply when making or receiving calls outside the United States.

Compatible NationalAccess capable PDA required. Not available for NationalAccess capable PC Cards or for other wireless modems such as mobile devices tethered to the PC. The monthly allowance applies only to NationalAccess data transmissions, not to voice or other types of data transmission such as TXT Messaging and Mobile Web. Subscriber may select to use these calling plans on the Verizon Wireless digital voice network, however, will be charged at the voice calling plan rate. Subscriber selects which network the device will function on in the Internet settings. In order to use the PDA over the air email applications, Subscriber's PC must be on and in a condition to receive e-mail.

New PDA equipment purchase requires a twelve (12) or twenty-four (24) month individual service term. Existing PDA equipment Subscribers' individual line term agreements must be expired or within two (2) months of expiration to qualify for the Equipment pricing. Verizon Wireless Calling Plan Terms and Conditions apply for both Corporate and Employee Subscribers. The term requirements for the PDA device supercedes any existing equipment term requirements in the Agreement.

Unlimited NationalAccess:

NationalAccess data sessions may be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email and individual productivity applications such as customer relationship management, sales force and field service automation). Unlimited NationalAccess is for individual use only and not for resale. Unlimited NationalAccess cannot be used (1) for uploading, downloading or streaming of movies, music or games, (2) with server devices or with host computer applications, including, without limitation, Web camera posts or broadcasts, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications, (3) as a substitute or backup for private lines or dedicated data connections. NationalAccess data sessions automatically terminate after two hours of inactivity unless used with a Mobile IP-capable device. Verizon Wireless reserves the right to deny or terminate service, without notice, to anyone who uses NationalAccess in any manner prohibited above or whose usage adversely impacts our network or service levels. Verizon Wireless also reserves the right to terminate service upon expiration of Customer Agreement term.

NationalAccess Megabyte Plans:

Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess data usage; all other usage charged in accordance with calling plan. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Customer or recipient actually receives the data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error. Any unused portion of the megabyte allowance is lost.

††NationalAccess Roaming:

Requires NationalAccess Roaming feature to be added to account. Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Rate applies to 1xRTT data usage when roaming where service is available in Canada. Usage is rounded up to next full kilobyte. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Customer or recipient actually receives the data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error. For information on where NationalAccess Roaming service is available, see www.verizonwireless.com/naroaming.

Definitions: Bit - A bit is short for Binary Digit, the smallest unit of information on a machine. A single bit can hold only one of two values: 0 or 1. Byte - A byte is a unit of measure 8 bits. Kilobyte - A kilobyte is a unit of measure equal to 1,024 bytes. Megabyte - A megabyte is a unit of measure equal to 1,048,576 bytes or 1024 kilobytes.

PDA Add-On Feature Option: Subscriber may select the Optional PDA Add-On Feature to add the PDA service onto their existing Verizon Wireless calling plan for an additional monthly charge of \$5.00 per line, subject to device capability. Subscriber's calling plan home airtime per minute rate, roaming airtime per minute rate and long distance rate will be determined by the Subscriber's voice calling plan.

EXHIBIT B-8
America's Choice® Flat Rate Plans

America's Choice® Flat Rate Plans: Corporate and Employee Subscribers

The America's Choice Corporate and Employee Subscriber Flat Rate Plan are not eligible for any monthly access discounts or promotions.

	Corporate Subscriber Flat Rate Plan	Employee Subscriber Flat Rate Plan
Monthly Access Fee	\$11.99	\$14.99
General Allowance Minutes	0	
Per Minute Rate	\$0.25	
Verizon Wireless Long Distance Rate	Included (for Domestic Long Distance Calls)	
Domestic and Canadian Roaming Airtime Rate†	\$0.69 per minute	

Note: The America's Choice home airtime rate area includes the Verizon Wireless network and select preferred roaming carriers, see America's Choice Calling Plan Map for details. †Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate area and Canada; long distance charges will apply when making or receiving calls outside the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

EXHIBIT B-9
North America's Choice®

North America's Choice® Calling Plans: Corporate & Employee Subscribers

North America's Choice Calling Plans do not qualify for monthly access fee discounts.

Standard Monthly Access Fee	\$59.99	\$79.99	\$119.99	\$169.99
Home Airtime Minutes	400	800	2000	3000
Per Minute Rate (over allowance)	\$0.45	\$0.40	\$0.25	\$0.25
Verizon Wireless Long Distance Rate [†]	Included			
Roaming Airtime Rate ^{††}	\$0.69 per minute			

Note: The North America's Choice home airtime rate areas include the Verizon Wireless network and select preferred roaming carriers, see North America's Choice Calling Plan Map for details. [†]Included when calling from the North America's Choice® Home Airtime Rate Area to anywhere in the US, (including Puerto Rico) Canada, and Mexico. ^{††}Roaming and toll charges may apply when making and receiving calls off the North America's Choice home airtime rate area in the US (including Puerto Rico), Canada and Mexico. Domestic long distance is included when placing calls within the North America's Choice home airtime rate area. Long distance charges will apply when making or receiving calls outside the North America's Choice Rate and Coverage area. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply. International dialing requirements may apply in order to place calls outside the United States and Subscribers may be subject to credit and order requirements. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. The charges incurred on another carrier's network may vary. These charges may differ from the rate billed by Verizon Wireless, and may be passed on to the customer.

North America's Choice Optional Services:

IN-Network Calling Option:

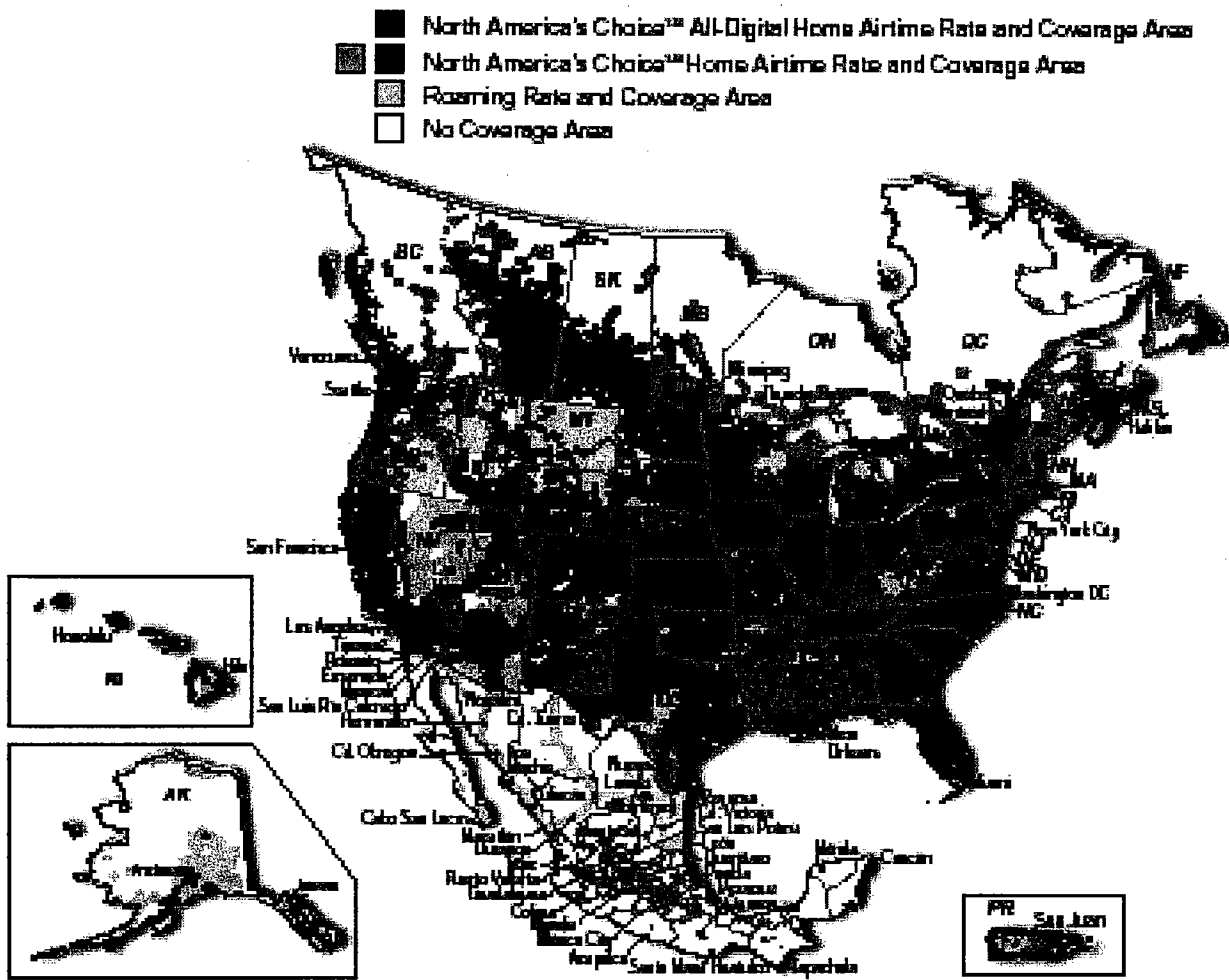
Subscribers to North America's Choice Calling Plans may purchase IN-Network Calling as a promotional offer for a limited time. Please contact your account manager for the most current IN-Network Calling promotional offers. IN-Network Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber line while in the IN-Network Calling area. IN-Network Calling is not available throughout the North America's Choice home airtime rate area. The IN-Network Calling area is the Verizon Wireless Enhanced Services network. IN-Network Calling does not apply to calls made to or received from landline phones, pagers, or wireless phones on another carrier's network. Phone may not accurately display Caller ID and roaming indication; charges based on information in billing system. Not available with fixed wireless devices with usage substantially from a single cell site. Taxes, surcharges, and a universal service fee apply. IN-Network Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. For subscribers selecting IN-Network Calling, IN-Network Calling minutes will be applied before home airtime minutes.

Night and Weekend Option:

Subscribers to North America's Choice Calling Plans may purchase night and weekend minutes as a promotional offer for a limited time. Please contact your account manager for the most current Night and Weekend promotional offers. Subscribers to the Night and Weekend Option may make and receive calls without incurring airtime charges within the North America's Choice home airtime area. Toll and Long Distance charges may apply. The Night and Weekend Option applies to airtime only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday. For subscribers selecting the Night and Weekend Option, Night and Weekend allowance minutes will be applied before home airtime minutes.

**EXHIBIT B-9 –Cont'd
North America's Choice®**

North America's Choice® Calling Plan Map



Important Map Information: These maps are not a guarantee of coverage, contain areas with no service and are general prediction of where rates, outdoor coverage, including enhanced services apply, largely based on our internal data. The North America's Choice Map includes networks operated by other carriers and some of the coverage depicted based on their information and public sources, we cannot ensure its accuracy. National IN-Network Calling in the United States, enhanced services and some features are not available throughout the North America's Choice Home Airtime Rate and Coverage Area and will be limited to the National Enhanced Services Rate and Coverage Area. Wireless Service is subject to limitation, particularly near coverage boundaries and remote areas. Equipment, topography and environmental considerations also affect service, which may vary significantly within buildings. 'All Digital' devices will not operate or be able to make 911 calls in the United States when digital service is not available, even when in the North America's Choice Home Airtime Rate and Coverage Area.

EXHIBIT B-10
National SingleRateSM Calling Plans

National SingleRateSM Calling Plans: Corporate & Employee Subscribers

National SingleRate Calling Plans qualify for monthly access fee discounts.

Standard Monthly Access Fee	\$35.00	\$55.00	\$75.00	\$100.00	\$150.00	\$200.00	\$300.00
Home Airtime Minutes	150	400	600	900	1500	2000	3000
Per Minute Rate (over allowance)	\$0.40	\$0.35	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Home Airtime Rate Area	Includes the 50 States						
Roaming Airtime Rate [†]	Included throughout the 50 States (\$0.69 per minute in Canada)						
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States)						
Note: [†] Roaming, toll, and long distance charges may apply when making and receiving calls from outside of the 50 States. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.							

National SingleRate Optional Services:

Weekend Option: Subscribers to the National SingleRate Calling Plans are eligible to purchase the Weekend Option which includes 1000 weekend minutes for an additional monthly fee of \$10.00 per line. Within the National SingleRate Home Airtime Rate Area, subscribers to the Weekend Option may make and receive calls without incurring airtime charges. The Weekend Option applies to airtime only during the following weekend hours: 12:00am Saturday through 11:59pm Sunday. At each month, the previous month's unused Weekend Option minutes will be lost. Once the 1000 Weekend minutes are exhausted, any additional airtime incurred during the weekend hours will be charged at the per minute airtime rate of the applicable rate plan. For subscribers selecting the Weekend Option, Weekend allowance minutes will be applied before home airtime minutes.

SingleRateSM Canada: Subscribers to the National SingleRate Calling Plans may purchase Verizon Wireless' SingleRate Canada service. For an additional monthly fee of \$10.00 per line, SingleRate Canada subscribers in the United States may include certain parts of Canada as part of the Home Airtime Rate Area.

Note: The \$10.00 per month charge for SingleRate Canada may be added to the Monthly Access Fee in some billing systems, however other systems may bill the two (2) charges independently.

EXHIBIT B-11
NationalAccess Megabyte Calling Plans

NationalAccess Megabyte Calling Plans: Corporate and Employee Subscribers

NationalAccess Megabyte Calling Plans qualify for monthly access fee discounts.

Monthly Access Fee		\$39.99	\$59.99	\$99.99*
NationalAccess Megabyte Allowance		20 MB	60 MB	150 MB
NationalAccess Overage Rate per Kilobyte		\$0.0040	\$0.0020	\$0.0015
Voice and other Data Usage	Per Minute Rate within the Home Airtime Rate Area	\$0.25		
	Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States)		
	Domestic and Canadian Roaming Per Minute Rate [†]	\$0.69		

Note: [†]Roaming and toll charges may apply when making and receiving calls off the home airtime rate area and Canada; long distance charges will apply when making or receiving calls outside the United States. *Available to Corporate Subscribers only. The home airtime rate area includes the Verizon Wireless network and select preferred roaming carriers, see America's Choice Calling Plan Map for details. Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess data usage; all other usage charged in accordance with calling plan. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted each billing cycle will appear on bill. You are responsible for all charges, including all data sent and received and "overhead" whether or not you or your recipients actually receive the data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error. Any unused portion of the megabyte allowance is lost. NationalAccess data sessions will need to be reinitiated after 24 hours (Actual timeout will be set to 23:55 hours). Equipment will not indicate kilobyte usage. Please see Calling Plan Features for included and additional features with the following exceptions: Call Waiting, Call Forwarding, Three Way Calling, No Answer/Busy Transfer, Caller ID, and Basic Voice Mail with Message Waiting Indicator are not included with the NationalAccess Megabyte Calling Plans but are available at the prevailing regional rates. Verizon Wireless Calling Plan Terms and Conditions apply. For current NationalAccess service area, please visit the web at www.verizonwireless.com/b2c/mobileoptions/nationalaccess.

Definitions: Bit - A bit is short for Binary Digit, the smallest unit of information on a machine. A single bit can hold only one of two values: 0 or 1. Byte - A byte is a unit of measure 8 bits. Kilobyte - A kilobyte is a unit of measure equal to 1,024 bytes. Megabyte - A megabyte is a unit of measure equal to 1,048,576 bytes or 1024 kilobytes.

Optional NationalAccess Megabyte Allowances: Corporate and Employee Subscribers

Corporate and Employee Subscribers may select to combine one of the below Optional NationalAccess Megabyte Allowances with an eligible voice calling plan; NationalAccess Megabyte Calling Plans and NationalAccess Calling Plans may not be combined with the Optional NationalAccess Megabyte Allowances. When combining an Optional NationalAccess Megabyte Allowance with an eligible voice calling plan, rates set forth in the voice calling plan selected will apply to voice and other data usage.

The Optional NationalAccess Megabyte Allowance monthly fees are not eligible for any access or revenue discount programs or promotions.

Corporate and Employee Subscriber Line Attainment*	Monthly Fee	NationalAccess Megabyte Allowance	NationalAccess Overage Rate per Kilobyte
5-999	\$35.19	20 MB	\$0.0040
	\$52.79	60 MB	\$0.0020
	\$87.99 ¹	150 MB	\$0.0015
1000 +	\$31.99	20 MB	\$0.0040
	\$47.99	60 MB	\$0.0020
	\$79.99 ¹	150 MB	\$0.0015

Note: *The Corporate and Employee Subscriber Line Attainment is based on the customer's Attainment Tier, as indicated herein in this Agreement. For current NationalAccess service area, visit the web at www.verizonwireless.com/b2c/mobileoptions/nationalaccess. ¹Available to Corporate Subscribers only. Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess data usage; all other usage charged in accordance with calling plan. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted each billing cycle will appear on bill. NationalAccess data sessions will need to be reinitiated after 24 hours (Actual timeout will be set to 23:55 hours). You are responsible for all charges, including all data sent and received and "overhead" whether or not you or your recipients actually receive the data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage. For current NationalAccess service area, please visit the web at www.verizonwireless.com/b2c/mobileoptions/nationalaccess/serviceavailability. Verizon Wireless Calling Plan Terms and Conditions apply.

Definitions: Bit - A bit is short for Binary Digit, the smallest unit of information on a machine. A single bit can hold only one of two values: 0 or 1. Byte - A byte is a unit of measure 8 bits. Kilobyte - A kilobyte is a unit of measure equal to 1,024 bytes. Megabyte - A megabyte is a unit of measure equal to 1,048,576 bytes or 1024 kilobytes.

EXHIBIT B-12
America's Choice® National SharePlan

America's Choice® National SharePlan: Corporate Subscribers

Corporate Subscribers to the America's Choice National SharePlans can share minutes among multiple Corporate Subscribers. Corporate Subscribers who don't use all of their shared home airtime minutes in the monthly billing period will pass those minutes to other Corporate Subscribers that have exceeded their shared home airtime minutes during the same monthly billing period to offset overage charges, as applicable. Lines that share minutes must be activated on an America's Choice National SharePlan with identical monthly access fees and shared home airtime minutes. Therefore, Corporate Subscribers to the \$75.00 America's Choice SharePlan can only share minutes with other Corporate Subscribers to the \$75.00 America's Choice National SharePlan; they cannot share minutes with Corporate Subscribers to the \$45.00 or \$100.00 America's Choice National SharePlan.

Once Customer has selected an America's Choice National SharePlan, Verizon Wireless will allow Customer the option to change their selected America's Choice National SharePlans once every ninety (90) days from selection. Customer's Authorized Contact must submit the initial selection and any change in America's Choice National SharePlan selection by written notification on company letterhead to the Account Manager.

Should Customer fall below one thousand (1,000) Corporate and Employee Subscriber voice-lines in service at any point during the Agreement, Verizon Wireless reserves the right to move Customer to the lower applicable America's Choice National SharePlan pricing. Subsequently, should Customer fall below one hundred (100) Corporate and Employee Subscriber voice-lines in service at any point during the Agreement, the home airtime minutes will no longer be shared among Corporate Subscribers to the America's Choice National SharePlan.

The America's Choice National SharePlans are not eligible for any monthly access discounts or promotions.

	100 - 999 Corporate and Employee Subscriber voice-service lines			1000 + Corporate and Employee Subscriber voice-service lines		
Standard Monthly Access Fee	\$45.00	\$75.00	\$100.00	\$45.00	\$75.00	\$100.00
Shared Home Airtime Minutes	450	950	1300	500	1000	1400
Per Minute Rate (over allowance)	\$0.25	\$0.20	\$0.20	\$0.25	\$0.20	\$0.20
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States)			Included (for Domestic calls made within the 50 States)		
Domestic and Canadian Roaming Airtime Rate†	\$0.69 per minute			\$0.69 per minute		
<p>Note: The America's Choice home airtime rate area includes the Verizon Wireless network and select preferred roaming carriers; see America's Choice Calling Plan Map for details. †Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate area and in Canada; long distance charges will apply when making or receiving calls elsewhere outside the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. The America's Choice National SharePlan requires consolidated billing. When subscribing to the America's Choice National SharePlan Customer's Subscribers will be charged the full monthly access fee per line regardless of when they sign up or deactivate during the month. International dialing and Directory Assistance calls will be categorized together and not detailed out on the monthly invoice. Charges for features will be categorized together, billed as other charges and not detailed. If the America's Choice National SharePlan is not renewed, Customer's Corporate Subscriber lines will be migrated onto retail consumer pricing or corporate pricing if available. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.</p>						

**EXHIBIT B-13
NationalAccess Calling Plans**

Unlimited NationalAccess and BroadbandAccess Calling Plan & NationalAccess and BroadbandAccess Optional Feature: Corporate & Employee Subscribers

The Unlimited NationalAccess and BroadbandAccess Calling Plan qualifies for monthly access fee discounts; however the maximum discount shall not exceed 20%. The NationalAccess and BroadbandAccess Optional Feature monthly fees are not eligible for monthly access discount programs or promotions.

Unlimited NationalAccess and BroadbandAccess* Calling Plan

Standard Monthly Fee	\$79.99
NationalAccess and BroadbandAccess Allowance	Unlimited
Home Airtime Per Minute Rate [for data usage off the NationalAccess and BroadbandAccess (e.g., Quick 2 Net SM) and voice usage]	\$0.25
Roaming Airtime Per Minute Rate [†] [for data usage off the NationalAccess and BroadbandAccess (e.g., Quick 2 Net SM) and voice usage]	\$0.69
Verizon Wireless Domestic Long Distance Rate	Included
Optional NationalAccess Roaming ^{††}	\$0.002 per Kilobyte
Please refer to the Note Section below for additional details regarding the Unlimited NationalAccess and BroadbandAccess Calling Plan.	

Unlimited NationalAccess and BroadbandAccess Optional Feature

Lines in Service	Standard Monthly Fee	NationalAccess and BroadbandAccess Allowance	Optional NationalAccess Roaming ^{††}	Home Airtime Per Minute Rate [for data usage off the NationalAccess and BroadbandAccess (e.g., Quick 2 Net SM) and voice usage]	Roaming Airtime Per Minute Rate [†] [for data usage off the NationalAccess and BroadbandAccess (e.g., Quick 2 Net SM) and voice usage]	Verizon Wireless Domestic Long Distance Rate
5-999	\$70.39	Unlimited	\$0.002 per Kilobyte	Varies By Voice Calling Plan Selected		
1000 +	\$63.99					
Please refer to the Note Section below for additional details regarding the Unlimited NationalAccess and BroadbandAccess Calling Plan.						

EXHIBIT B-13 –Cont'd
NationalAccess Calling Plans

Unlimited NationalAccess and BroadbandAccess Calling Plan & NationalAccess and BroadbandAccess Optional Feature: Corporate & Employee Subscribers

Note: †Roaming, toll, and long distance charges may apply when making and receiving calls from off the America's Choice home airtime rate area and Canada. The home airtime rate area for the Unlimited NationalAccess and BroadbandAccess* Calling Plan and the NationalAccess and BroadbandAccess Optional Feature includes the Verizon Wireless network and select preferred roaming carriers, please see the America's Choice Calling Plan Map for details; *BroadbandAccess capable device required for BroadbandAccess service. BroadbandAccess capable device may be activated on the Unlimited NationalAccess and BroadbandAccess Calling Plan only. Verizon Wireless reserves the right to change Subscribers device software over the air without notice. Voice, IS95A and TXT Messaging services are unavailable. BroadbandAccess is available in select Verizon Wireless markets in the San Diego, CA; Washington, D.C.; and Las Vegas, Nevada metropolitan areas only, please contact your local sales representative for BroadbandAccess Map details.

NationalAccess and BroadbandAccess data sessions may be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email and individual productivity applications such as customer relationship management, sales force and field service automation). Unlimited NationalAccess/BroadbandAccess is for individual use only and not for resale. Unlimited NationalAccess/BroadbandAccess cannot be used (1) for uploading, downloading or streaming of movies, music or games, (2) with server devices or with host computer applications, including, without limitation, Web camera posts or broadcasts, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications, (3) as a substitute or backup for private lines or dedicated data connections.

NationalAccess and BroadbandAccess data sessions automatically terminate after two hours of inactivity unless used with a Mobile IP-capable device. We reserve the right to deny or terminate service, without notice, to anyone who uses NationalAccess or BroadbandAccess in any manner prohibited above or whose usage adversely impacts our network or service levels. We also reserve the right to terminate service upon expiration of Customer Agreement term. BroadbandAccess kilobyte usage may not appear on Customer's bill.

Important Information:

NationalAccess and BroadbandAccess data sessions automatically terminate after 24 hours of activity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to device, or may seem active when it is actually cached and not transferring data. Customer MUST press or click "END" or "DISCONNECT" button to ensure that session disconnects and charges cease. NationalAccess and BroadbandAccess data sessions may automatically reinitiate without Customer pressing or clicking "SEND" or "CONNECT" button if Customer has not terminated its session by pressing or clicking "END" or "DISCONNECT" button. Billing, shipping and end-user address must be within Verizon Wireless licensed and service area where wireless device number is issued. Customer must use a device (e.g. PDA or Laptop) that is free of defects and is compatible with the NationalAccess or BroadbandAccess Equipment. Customer is responsible for maintaining virus protection when accessing service. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

††NationalAccess Roaming:

Requires NationalAccess Roaming feature to be added to account. Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Rate applies to 1xRTT data usage when roaming where service is available in Canada. Usage is rounded up to next full kilobyte. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Customer or recipients actually receive the data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error checking characters as well as retransmissions of user-data messages that are received in error. For information on where NationalAccess Roaming service is available, see www.verizonwireless.com/narooming.

Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

**EXHIBIT B-13 –Cont'd
NationalAccess Calling Plans**

NationalAccess Calling Plans: Corporate & Employee Subscribers

Allowances below can be used for NationalAccess, circuit switched data connections (e.g., Quick 2 NetSM) and voice calls.

NationalAccess Calling Plans qualify for monthly access fee discounts.

Standard Monthly Access Fee	\$35.00	\$55.00	\$75.00	\$100.00	\$150.00	\$200.00	\$300.00
Monthly Home Airtime Allowance	150	400	600	900	1500	2000	3000
Per Minute Rate (over allowance)	\$0.40	\$0.35	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Home Airtime Rate Area	Includes the 50 States						
Roaming Airtime Rate [†]	Included throughout the 50 States						
Optional NationalAccess Roaming ^{††}	\$0.002 per Kilobyte						
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States)						

Note: [†]Roaming, toll, and long distance charges may apply when making and receiving calls from outside of the 50 States.

Important Information:

NationalAccess and BroadbandAccess data sessions automatically terminate after 24 hours of activity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to device, or may seem active when it is actually cached and not transferring data. Customer MUST press or click "END" or "DISCONNECT" button to ensure that session disconnects and charges cease. NationalAccess and BroadbandAccess data sessions may automatically reinitiate without Customer pressing or clicking "SEND" or "CONNECT" button if Customer has not terminated its session by pressing or clicking "END" or "DISCONNECT" button. Billing, shipping and end-user address must be within Verizon Wireless licensed and service area where wireless device number is issued. Customer must use a device (e.g. PDA or Laptop) that is free of defects and is compatible with the NationalAccess or BroadbandAccess Equipment. Customer is responsible for maintaining virus protection when accessing service. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

NationalAccess Roaming:

Requires NationalAccess Roaming feature to be added to account. Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Rate applies to 1xRTT data usage when roaming where service is available in Canada. Usage is rounded up to next full kilobyte. You are responsible for all charges, including all data sent and received and "overhead" whether or not you or your recipients actually receive the data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error checking characters as well as retransmissions of user-data messages that are received in error. For information on where NationalAccess Roaming service is available, see www.verizonwireless.com/naroaming.

^{††}NationalAccess Calling Plans:

Unused allowance minutes are lost. NationalAccess data sessions automatically terminate after 5 minutes of inactivity, unless used with a Mobile IP-capable device. You may be able to send or receive a voice call when your NationalAccess and BroadbandAccess data session is inactive. When this occurs, charges apply simultaneously for voice call in accordance with Calling Plan. You will see 777-000-0001 in dialed-digits column of bill for NationalAccess data sessions. During data session, if you travel outside the NationalAccess Rate and Coverage Area, or connection is otherwise unavailable, but you continue with session after returning within 5 minutes, you will be billed for the entire length of the data session.

Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

**EXHIBIT B-15
NationalAccess Megabyte Calling Plans for BlackBerry Devices**

NationalAccess Megabyte Calling Plans and Optional Features for BlackBerry Devices: Corporate and Employee Subscribers

NationalAccess Megabyte Calling Plans for BlackBerry Devices qualify for monthly access fee discounts as determined by your Agreement; however the maximum discount for these NationalAccess Megabyte Calling Plans shall not exceed 20%. The Optional Megabyte Allowance monthly fees are not eligible for any access or revenue discount programs or promotions.

NationalAccess Megabyte Calling Plans

	5 MB Plan	Unlimited Plan
Standard Monthly Fee	\$39.99	\$49.99
NationalAccess Allowance	5 MB	Unlimited
NationalAccess Overage Rate per Kilobyte	\$0.008	N/A
Home Airtime Per Minute Rate for voice usage		\$0.25
Roaming Airtime Per Minute Rate [†] for voice usage		\$0.69
Optional NationalAccess Roaming ^{††}		\$0.002 per Kilobyte
Verizon Wireless Domestic Long Distance Rate		Included

Please refer to the Important Information Section below for additional details regarding the Unlimited NationalAccess Calling Plan

Optional NationalAccess Megabyte Allowance – 5 MB Plan*

Lines in Service	Standard Monthly Fee	NationalAccess Allowance	NationalAccess Overage Rate per Kilobyte	Optional NationalAccess Roaming ^{††}	Home Airtime Per Minute Rate for voice usage	Roaming Airtime Per Minute Rate [†] for voice usage	Verizon Wireless Domestic Long Distance Rate
5-999	\$30.79	5 MB	\$0.008	\$0.002 per Kilobyte	Varies By Voice Calling Plan Selected		
1000 +	\$27.99						

Please refer to the Important Information Section below for additional details regarding the Unlimited NationalAccess Calling Plan.

Optional NationalAccess Megabyte Allowance – Unlimited Plan*

Lines in Service	Standard Monthly Fee	NationalAccess Allowance	NationalAccess Overage Rate per Kilobyte	Optional NationalAccess Roaming ^{††}	Home Airtime Per Minute Rate for voice usage	Roaming Airtime Per Minute Rate [†] for voice usage	Verizon Wireless Domestic Long Distance Rate
5-999	\$39.59	Unlimited	N/A	\$0.002 per Kilobyte	Varies By Voice Calling Plan Selected		
1000 +	\$35.99						

Please refer to the Important Information Section below for additional details regarding the Unlimited NationalAccess Calling Plan.

EXHIBIT B-15 –Cont'd
NationalAccess Megabyte Calling Plans for BlackBerry Devices

Important Information

Note: *Optional NationalAccess Megabyte Allowance for BlackBerry Devices must be activated in conjunction with an eligible digital voice calling plan with monthly access charge of \$34.99 or greater. NationalAccess Megabyte Calling Plans and Optional NationalAccess Unlimited Plan Megabyte Allowance for BlackBerry Devices are non-promotional price plans/features. †Roaming and toll charges may apply when making and receiving calls off the home airtime rate area and Canada; long distance charges will apply when making or receiving calls outside the United States.

New BlackBerry equipment purchase requires a twelve (12) month individual service term. Existing BlackBerry equipment Subscribers' individual line term agreements must be expired or within two (2) months of expiration to qualify for the Equipment pricing. The term requirements for the RIM BlackBerry device supercedes any existing equipment term requirements in the Agreement. Verizon Wireless reserves the right to terminate service upon expiration of the Agreement.

Verizon Wireless does not sell the BES. Customers can purchase the BES directly from Research In Motion or use their existing BES. Customer must load the BlackBerry desktop redirector software included with the BlackBerry wireless device package onto Customer's desktop to enable the connectivity between the Customer's email service and the BlackBerry wireless device. To enable the BES application, Customer must load the BlackBerry desktop redirector software and determine use of an existing BES to enable the connectivity between the Customer's email service and the BlackBerry wireless device. If the Customer does not have the BES, Customer may opt to enable connectivity directly through the BlackBerry desktop redirector software. When the redirector is used without the BES, the Customer's computer and desktop redirector program must be powered on for email messages to be sent to the BlackBerry wireless device. Each e-mail received displays only the first 2 kilobytes of information. Additional 2 kilobyte increments are delivered at the Customer's request. E-mail attachments and graphics are not delivered to the BlackBerry device. When the BlackBerry device is reaching its memory capacity, e-mails stored on the device will automatically be deleted starting with the oldest e-mails first. Voice calls cannot be received when an e-mail or other data transmission is occurring. BlackBerry wireless device data access, including e-mail, functions only on the Verizon Wireless NationalAccess. See the NationalAccess Service Area Map for service area. See your Systems Administrator for system requirements for the BES and redirector application.

Important Information:

NationalAccess data sessions automatically terminate after 24 hours of activity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to device, or may seem active when it is actually cached and not transferring data. Customer MUST press or click "END" or "DISCONNECT" button to ensure that session disconnects and charges cease. NationalAccess data sessions may automatically reinitiate without Customer pressing or clicking "SEND" or "CONNECT" button if Customer has not terminated its session by pressing or clicking "END" or "DISCONNECT" button. Billing, shipping and end-user address must be within Verizon Wireless licensed and service area where wireless device number is issued. Customer must use a device (e.g. PDA or Laptop) that is free of defects and is compatible with the NationalAccess or BroadbandAccess Equipment. Customer is responsible for maintaining virus protection when accessing service. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Unlimited NationalAccess:

NationalAccess data sessions may be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email and individual productivity applications such as customer relationship management, sales force and field service automation). Unlimited NationalAccess is for individual use only and not for resale. Unlimited NationalAccess cannot be used (1) for uploading, downloading or streaming of movies, music or games, (2) with server devices or with host computer applications, including, without limitation, Web camera posts or broadcasts, automatic data feeds, telemetry applications, automated functions or any other machine-to-machine applications, (3) as a substitute or backup for private lines or dedicated data connections. NationalAccess data sessions automatically terminate after two hours of inactivity unless used with a Mobile IP-capable device. Verizon Wireless reserves the right to deny or terminate service, without notice, to anyone who uses NationalAccess in any manner prohibited above or whose usage adversely impacts our network or service levels. Verizon Wireless also reserves the right to terminate service upon expiration of Customer Agreement term.

NationalAccess Megabyte Plans:

Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess data usage; all other usage charged in accordance with calling plan. NationalAccess data usage is rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Customer or recipient actually receives the data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error. Any unused portion of the megabyte allowance is lost.

†† NationalAccess Roaming:

Requires NationalAccess Roaming feature to be added to account. Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Rate applies to 1xRTT data usage when roaming where service is available in Canada. Usage is rounded up to next full kilobyte. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Customer or recipient actually receives the data. Overhead is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error. For information on where NationalAccess Roaming service is available, see www.verizonwireless.com/narooming.

Definitions: Bit - A bit is short for Binary Digit, the smallest unit of information on a machine. A single bit can hold only one of two values: 0 or 1. Byte - A byte is a unit of measure 8 bits. Kilobyte - A kilobyte is a unit of measure equal to 1,024 bytes. Megabyte - A megabyte is a unit of measure equal to 1,048,576 bytes or 1024 kilobytes.

EXHIBIT B-17
America's Choice[®] with Push to Talk

America's Choice[®] with Push to Talk Calling Plans: Corporate & Employee Subscribers

America's Choice with Push to Talk Calling Plans qualify for monthly access fee discounts and promotions.

Standard Monthly Access Fee	\$59.99	\$69.99	\$79.99	\$99.99	\$119.99	\$169.99	\$219.99	\$319.99
Home Airtime Minutes	400	500	800	1200	2000	3000	4000	6000
Per Minute Rate (over allowance)	\$0.45	\$0.40	\$0.40	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States, \$0.20 for calls made to Canada)							
Push to Talk (One to One) Monthly Allowance ^{††}	Unlimited							
Push to Talk (Group Calls) ^{††}	\$0.15 per minute per available individual called*							
Domestic and Canadian Roaming Airtime Rate [†]	\$0.69 per minute (includes Domestic long distance charges)							

Note: The America's Choice home airtime rate area includes the Verizon Wireless network and select preferred roaming carriers, see America's Choice Calling Plan Map for details. [†]Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate area and Canada Domestic long distance is included when placing calls in the America's Choice home airtime rate area. Long distance charges will apply when making or receiving calls outside the United States. Charges for International calls while Roaming domestically are billed separately as roaming and at the applicable international rate. International long distance (where available) will vary. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

^{††}Push to Talk capable equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services Area. See National Enhanced Services Area Map for details. There will be a delay from when a Push to Talk call is initiated by pressing the button until the Push to Talk call connects to the called party. Charges for Push to Talk calls start when you press the Push to Talk button or the call connects to the system, which will be before your Push to Talk call connects to the called party. Charges for Push to Talk calls stop when your call disconnects from the system, which may be a few seconds after you press "END" or after twenty (20) seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. Unanswered 'alert' calls and incoming Push to Talk calls do not incur charges. All calls to groups are 'barge' calls. While on a Push to Talk call, voice calls received will go directly to voicemail. When you are on a voice call, you cannot receive a Push to Talk call, however, presence information will indicate that you are 'available'. When you are outside the National Enhanced Services Area, your Push to Talk contacts will appear as 'unavailable' on your handset. Presence information will be updated each time the handset is turned on within the National Enhanced Services Area and at regular intervals while in the area. While the updated presence information is being sent to your handset, Push to Talk calls can be made and received, outgoing voice calls cannot be made, and incoming voice calls will go directly to voicemail. Push to Talk contacts cannot be added, deleted or modified from your handset. Up to one hundred fifty (150) individual and fifty (50) group contacts can be added to the Push to Talk contact list at www.vzwpushtotalk.com. *Up to twenty (20) individuals may be included in a group contact list. Other Verizon Wireless Push to Talk Subscribers with your wireless phone number cannot be prevented from entering your number into their Push to Talk contact list. You cannot block display of your presence to those who have you in their contact list. Your phone number cannot be blocked from Caller ID when making a Push to Talk call. Only one person can speak at a time during Push to Talk calls. When using the keypad on your handset to make a Push to Talk call, you must enter the 10 digit phone number of the called party. If a 1 is placed before the 10 digits, or only 7 digits are entered, the Push to Talk call will fail. Additional terms and conditions of use apply. See www.verizonwireless.com.

EXHIBIT B-17 –Cont'd
America's Choice® with Push to Talk

America's Choice® with Push to Talk Calling Plans: Corporate & Employee Subscribers

America's Choice with Push to Talk Optional Services:

IN-Network Calling Option:

Subscribers to America's Choice Calling Plans may purchase IN-Network Calling. Customers may select one thousand (1,000) IN-Network Calling minutes for an additional monthly charge of \$10.00 per line. IN-Network Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber line while in the IN-Network Calling area. IN-Network Calling is not available throughout the America's Choice home airtime rate area. The IN-Network Calling area is the Verizon Wireless Enhanced Services network. IN-Network Calling does not apply to calls made to or received from landline phones, pagers, or wireless phones on another carrier's network. Phone may not accurately display Caller ID and roaming indication; charges based on information in billing system. Not available with fixed wireless devices with usage substantially from a single cell site. Taxes, surcharges, and a universal service fee apply. IN-Network Calling is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. For subscribers selecting IN-Network Calling, IN-Network Calling minutes will be applied before home airtime minutes.

1,000 Night and Weekend Option:

Subscribers to America's Choice Calling Plans may purchase 1,000 night and weekend minutes for an additional monthly fee of \$10.00 per line. Subscribers to the 1,000 Night and Weekend Option may make and receive calls up to 1,000 minutes without incurring airtime charges within the America's Choice home airtime area. Toll and Long Distance charges may apply. The 1,000 Night and Weekend Option applies to airtime only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday. For subscribers selecting the Night and Weekend Option, Night and Weekend allowance minutes will be applied before home airtime minutes.*

EXHIBIT B-18
America's Choice® Business SharePlan with Push to Talk

America's Choice® Business SharePlan with Push to Talk: Corporate Subscribers

In order for Customer's Corporate Subscribers to qualify for the America's Choice Business SharePlan with Push to Talk, Customer must have a minimum of five (5) America's Choice Business SharePlan Corporate Subscriber lines with Push to Talk active at all times. Should Customer's Corporate Subscriber lines on the America's Choice Business SharePlan with Push to Talk fall below the five (5) Corporate Subscriber line minimum, Customer's Corporate Subscribers will be migrated onto retail consumer pricing or corporate pricing, if available.

Corporate Subscribers to the America's Choice Business SharePlan with Push to Talk can share minutes among multiple Corporate Subscriber lines within their market that are activated on the same account. Corporate Subscribers who don't use all of their shared home airtime minutes in the monthly billing period will pass those minutes to other Corporate Subscribers in their same market that are activated on the same account that have exceeded their shared home airtime minutes during the same monthly billing period, as applicable. Lines that share minutes must be activated on the America's Choice Business SharePlan with Push to Talk group of plans only. America's Choice Business SharePlan Corporate Subscribers with Push to Talk in the same market that are activated on the same account may share available minutes from the various available America's Choice Business SharePlan with Push to Talk regardless standard monthly access fee selected. For example, Corporate Subscribers to the \$64.99 America's Choice Business SharePlan with Push to Talk may share minutes with other Corporate Subscribers to America's Choice Business SharePlans with Push to Talk within their market that are activated on the same account on the \$84.99 America's Choice Business SharePlan with Push to Talk; likewise, they can share minutes with Corporate Subscribers to the \$124.99 or \$174.99 America's Choice Business SharePlan with Push to Talk in the same market that are on the same account.

The America's Choice Business SharePlans with Push to Talk are eligible for monthly access discounts or promotions.

Standard Monthly Access Fee	\$64.99	\$84.99	\$104.99	\$124.99	\$174.99
Shared Home Airtime Minutes	400	800	1200	2000	3000
IN-Network Calling Minutes ^{†*}	1000				
Per Minute Rate (over allowance)	\$0.25 per minute				
Night and Weekend minutes ^{††}	Unlimited				
Push to Talk (One-to-One calls) Monthly Minute Allowance ^{†††}	Unlimited				
Push to Talk (Group Calls) ^{†††}	\$0.15 per minute per available individual called*				
Verizon Wireless Long Distance Rate	Included (for Domestic calls made within the 50 States).				
Domestic and Canadian Roaming Airtime Rate ^{††††}	\$0.69 per minute				

EXHIBIT B-18 –Cont'd
America's Choice® Business SharePlan with Push to Talk

America's Choice Business SharePlan with Push to Talk: Corporate Subscribers

Note: The America's Choice home airtime rate area includes the Verizon Wireless network and select preferred roaming carriers; see America's Choice Calling Plan Map for details. If the Business SharePlan with Push to Talk is not renewed, Customer's Corporate Subscriber lines will be migrated onto retail consumer pricing or corporate pricing if available. Please see Calling Plan Features for included and additional features; Verizon Wireless Calling Plan Terms and Conditions apply.

[†]IN-Network Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber line while in the IN-Network Calling area. IN-Network Calling minutes are per line and cannot be shared among multiple Corporate Subscribers within their market that are activated on the same account. IN-Network Calling is not available to customers whose current wireless exchanges restrict the delivery of Caller ID. See National Enhanced Services Rate Area Map for IN-Network Calling area.

^{††}Subscribers to the Unlimited Night and Weekend may make and receive Unlimited calls without incurring airtime charges within the America's Choice home airtime area. Toll and Long Distance charges may apply. The Unlimited Night and Weekend applies to airtime only during the following hours: 9:01 pm Friday through 5:59am Monday and 9:01pm-5:59am Monday through Friday. For subscribers selecting the Night and Weekend, Night and Weekend allowance minutes will be applied before home airtime minutes. Night and weekend allowance minutes do not share.

^{†††}Push to Talk capable equipment required. Push to Talk calls may only be made with other Verizon Wireless Push to Talk Subscribers. Push to Talk is only available within the National Enhanced Services Area. See National Enhanced Services Area Map for details. There will be a delay from when a Push to Talk call is initiated by pressing the button until the Push to Talk call connects to the called party. Charges for Push to Talk calls start when you press the Push to Talk button or the call connects to the system, which will be before your Push to Talk call connects to the called party. Charges for Push to Talk calls stop when your call disconnects from the system, which may be a few seconds after you press "END" or after twenty (20) seconds of inactivity. Unanswered 'barge' calls to available individuals incur charges even if the individual does not respond. Unanswered 'alert' calls and incoming Push to Talk calls do not incur charges. All calls to groups are 'barge' calls. While on a Push to Talk call, voice calls received will go directly to voicemail. When you are on a voice call, you cannot receive a Push to Talk call, however, presence information will indicate that you are 'available'. When you are outside the National Enhanced Services Area, your Push to Talk contacts will appear as 'unavailable' on your handset. Presence information will be updated each time the handset is turned on within the National Enhanced Services Area and at regular intervals while in the area. While the updated presence information is being sent to your handset, Push to Talk calls can be made and received, outgoing voice calls cannot be made, and incoming voice calls will go directly to voicemail. Push to Talk contacts cannot be added, deleted or modified from your handset. Up to one hundred fifty (150) individual and fifty (50) group contacts can be added to the Push to Talk contact list at www.vzwpushtotalk.com. *Up to twenty (20) individuals may be included in a group contact list. Other Verizon Wireless Push to Talk Subscribers with your wireless phone number cannot be prevented from entering your number into their Push to Talk contact list. You cannot block display of your presence to those who have you in their contact list. Your phone number cannot be blocked from Caller ID when making a Push to Talk call. Only one person can speak at a time during Push to Talk calls. When using the keypad on your handset to make a Push to Talk call, you must enter the 10 digit phone number of the called party. If a 1 is placed before the 10 digits, or only 7 digits are entered, the Push to Talk call will fail.

^{††††}Roaming and toll charges may apply when making and receiving calls outside the America's Choice home airtime rate area and in Canada; long distance charges will apply when making or receiving calls elsewhere outside the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Additional terms and conditions of use apply. See www.verizonwireless.com.

EXHIBIT B-19
Verizon Wireless Calling Plan Features

Verizon Wireless Calling Plan Features	
Included Features (no additional monthly fee)	Call Waiting*, Call Forwarding*, Three Way Calling*, No Answer/Busy Transfer, Caller ID**, Basic Voice Mail with Message Waiting Indicator***, Basic TXT Messaging††, and 411 Connect SM ‡ (Airtime and other charges may apply.)
<p>Note: All features may not be available in all Verizon Wireless Areas. *Airtime charges apply to all calls simultaneously. **Caller ID service may not be available outside home airtime rate area and may not be compatible with certain enhanced features. ***Airtime charges apply to message retrieval. ‡Directory assistance with automatic call completion. \$1.25 per call plus airtime charges apply. ††With Basic TXT Messaging, inbound text messages are charged at \$0.02 per message and outbound messages are charged at \$0.10 per message. For the applicable monthly fee, TXT Messaging includes either 100, 250, 600, 1,000 or 2,500 messages at no charge per included message. Inbound messages over the included number of messages are charged at \$0.02 per message. Outbound messages over the included number of messages are charged at \$0.10 per message. Subscribers have the option of selecting any of the TXT Messaging plans listed above or electing to have text messages blocked entirely. Blocking text messages will disable the ability to receive text messages from others, information alerts from the Internet (including Mobile Web alerts) and the ability to send text messages from a two-way SMS capable phone. Blocking text messages will not affect voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging. Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost.</p>	

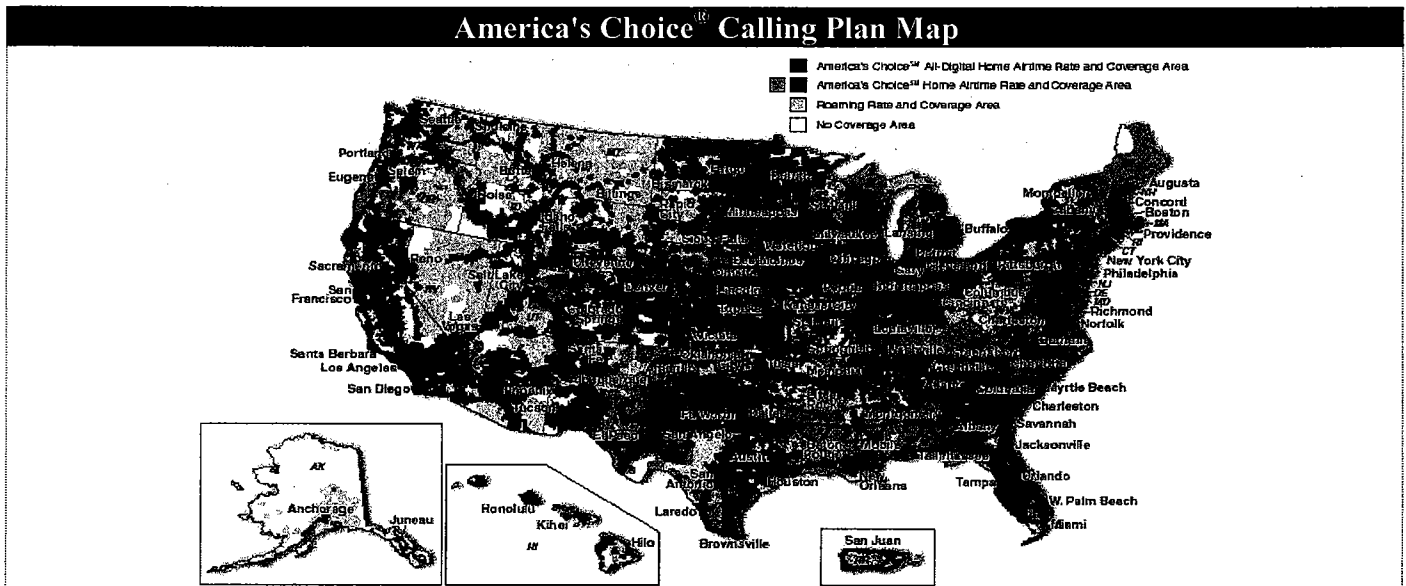
Mobile Web by VZW with MSN	
Mobile Web by VZW with MSN†	\$4.99
<p>Note: Mobile Web by VZW with MSN may not be available in all Verizon Wireless Areas. †Mobile Web by VZW with MSN is \$4.99 per month with no included text messages per month. Inbound text messages over the included number of messages per month are charged at \$0.02 per message. Outbound messages over the included number of messages per month are charged at \$0.10 per message. Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost. Microsoft, Hotmail and the MSN logo are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or other countries.</p>	

Get Pix Picture Messaging and Get Flix Video Messaging (Multimedia Messaging Service - MMS)	
MMS†	\$2.99 (20 Included Messages) / \$4.99 (40 Included Messages)
MMS Overage Rate	\$0.25
<p>Note: MMS may not be available in all Verizon Wireless Areas. †With MMS, per message is charged at \$0.25 per each Mobile Originated (MO) or Mobile Terminated (MT) picture message plus airtime or kilobyte charges apply, however, for the applicable fee, MMS includes either 20 MO/MT or 40 MO/MT MMS plus airtime or kilobyte charges. Video Messages in excess of monthly allowance are \$0.25 sent/received through 9/15/04. Beginning 9/16/04 sending a video message will be \$0.50 per message; receiving a video message will remain \$0.25. Additionally, Video Messages will appear as Picture Messages on your bill until 9/16/04. Digital calling plan, subscription to MMS, and MMS capable phone required. MMS service is not available for use with a Mobile Office Kit. Sending and receiving MMS is only available in the National Enhanced Services Area. Uploading pictures from phones to the Picture Messaging website, www.vzwpix.com ("Pix Place") is only available in the National Enhanced Services Area. Registration required for picture storage and ability to invite others to view picture messages. MMS can be taken anywhere and stored on phones for later use. MMS sent when outside of the National Enhanced Services Area (1XRTT area) will fail and will be stored on the handset in Pix Outbox with a failed message status. Should Subscriber elect to resend the message upon return to the National Enhanced Services Area they will need to manually resend the message. Storage capacity of phones vary. Check the phone user manual for details. MMS may only be sent from your phone to other Verizon Wireless customers who have subscribed to MMS, or they may be uploaded from the phone to Pix Place, or they may be sent from the phone to valid e-mail addresses except Verizon Wireless vtext.com e-mail addresses. MMS that cannot be delivered to the intended recipients within five days will be deleted. You will be charged for MMS sent from your phone, even if not delivered or cancelled before sending is complete, but you will not be charged for MMS sent to your phone unless received. If a Subscriber with a Video Messaging capable phone sends a Video message to a Subscriber with a phone that is not Get Pix capable the recipient will receive a billable TXT message inviting the subscriber to retrieve the Video message on the Get Pix website, www.vzwpix.com. TXT Messaging rate will apply to such TXT messages. MMS is subject to additional terms and conditions of use. See Verizon Wireless.com for details. We reserve the right to deny or terminate service, without notice, to anyone who uses MMS in any manner prohibited or whose usage adversely impacts our network or service levels. We also reserve the right to terminate service upon expiration of the Agreement.</p>	

EXHIBIT B-19 –Cont'd
Verizon Wireless Calling Plan Features

TXT Messaging and Enhanced TXT Messaging	
TXT Messaging [†]	\$2.99 (100 Included Messages) / \$4.99 (250 Included Messages)
Enhanced TXT Messaging ^{††}	\$7.99 (600 Included Messages) / \$9.99 (1,000 Included Messages) / \$19.99 (2,500 Included Messages)
TXT Downloads^{†††}	
Monophonic Ringtones	\$0.99 per download [*]
Polyphonic Ringtones Graphics	\$1.99 per download [*]
<p>Note: TXT Messaging and Enhanced TXT Messaging may not be available in all Verizon Wireless Areas. [†]Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. With TXT Messaging, inbound messages are charged at \$0.02 per message and outbound messages are charged at \$0.10 per address. ^{††}Enhanced TXT Messaging requires Enhanced Messaging Service (EMS) capable handset. On EMS capable handsets, messages of up to 160 characters that do not include embedded sounds or graphics will be sent via TXT Messaging. With Enhanced TXT Messaging, inbound messages are charged at \$0.02 per message and outbound messages are charged at \$0.10 per message. For the applicable monthly fee, TXT Messaging includes either 100, 250, 600, 1,000 or 2,500 messages at no charge per included message (“Monthly Message Allowance”). For Subscribers with EMS capable handsets, the Monthly Message Allowance applies to messages sent and received via TXT Messaging and Enhanced TXT Messaging. Inbound messages over the included number of messages are charged at \$0.02 per message. Outbound messages over the included number of messages are charged at \$0.10 per address (for TXT Messages), or \$0.10 per message (for Enhanced TXT Messages). Subscribers have the option of selecting any of the TXT Messaging/Enhanced TXT Messaging plans listed above or electing to have text messages blocked entirely. Blocking text messages will disable the ability to receive text messages from others, information alerts from the Internet (including Mobile Web alerts) and the ability to send text messages from a two-way SMS capable phone. Blocking text messages will not affect voicemail or other related services. TXT Messaging and Enhanced TXT Messaging plans do not include Operator Assisted Messaging. Message allowances may not be shared; unused messages are lost. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after five (5) days are automatically deleted. Text messages sent or received will not reduce the Calling Plan airtime allowance. The sender’s telephone number will always be sent to the destination, even if Caller ID is used to block voice calls.</p> <p>^{†††}Enhanced Messaging Service (EMS) capable handset with specific software required. TXT Downloads capabilities may vary by handset. Registration on www.vtext.com is required. Handset storage capacity varies and may affect the ability to receive and store TXT Downloads. Check handset manufacturer’s Users Guide for details. Text messages sent to “123” for mobile originated TXT Downloads are billed per Subscriber’s TXT Messaging plan. TXT Downloads not delivered within 15 minutes of purchase are timed out. Timed out downloads are not billed and must be repurchased. [*]TXT Download charge does not include applicable taxes, tolls, and surcharges and is subject to change. Most current download pricing is available on www.vtext.com. TXT Messaging, Enhanced TXT Messaging and TXT Downloads are subject to additional terms and conditions of use. See www.vtext.com for details.</p>	

EXHIBIT B-19 –Cont'd
Verizon Wireless Calling Plan Features

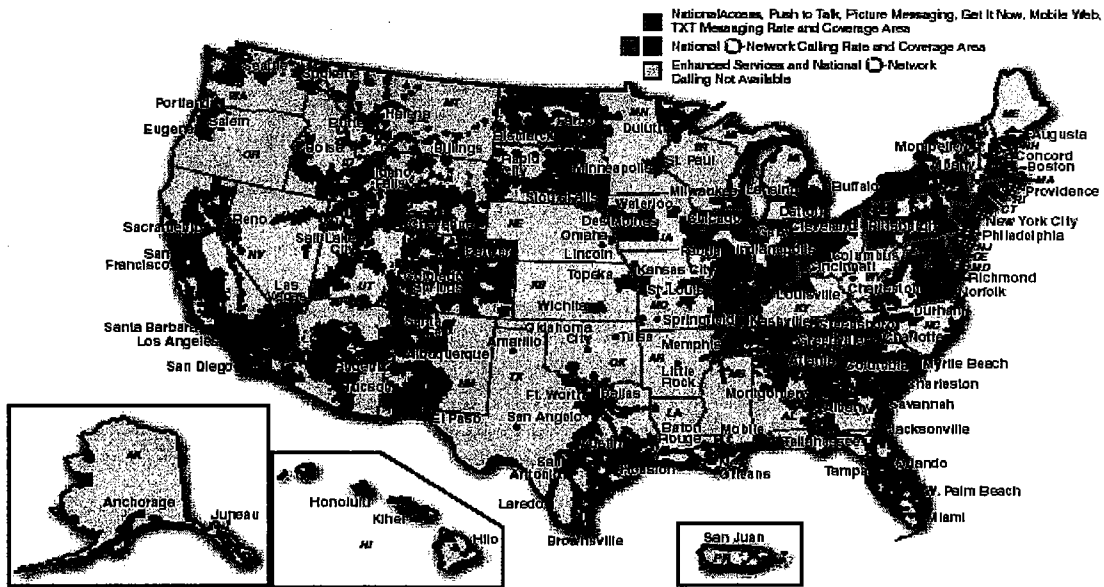


Important Map Information: The home airtime rate area depicted in this map only applies to calling plans referencing the America's Choice Calling Plan Map when tri-mode Equipment is used; the home airtime rate areas of other calling plans are described in the terms and conditions associated with those calling plans. This rate map shows where rates apply and is not a depiction of actual service availability or wireless coverage; this map does not apply when dual-band (digital only) Equipment is used. Some information on service outside the Verizon Wireless proprietary network, although depicted as America's Choice, is based on information from other carriers or publicly available information, and Verizon Wireless is unable to vouch for its accuracy. When digital service is not available your device will not operate or be able to make 911 calls. Please contact your Account Manager for an America's Choice all digital rate area map. The mapped territory contains areas with no service. Wireless service is subject to network and transmission limitations, including cell site unavailability, particularly in remote areas. Alaska has limited service. Customer Equipment, weather, topography, and other environmental considerations associated with radio technology also affect service.

Roaming Indicator Information: Subscribers' roaming indicator tells Subscribers when rates apply and when features and services may not be available. Roaming indicators vary by phone model. When the roaming indicator is off or the banner displays "Verizon Wireless", home airtime rates and National IN-Network Calling minutes apply. When the digital indicator is also on, digital features and services are available. When the roaming indicator is flashing or the banner displays "Extended Network", home airtime rates apply. National IN-Network Calling minutes do not apply and other features and services may not be available. When the roaming indicator is solid or the banner displays "Roaming", roaming rates apply. National IN-Network Calling minutes do not apply and other features and services may not be available.

EXHIBIT B-19 –Cont'd
Verizon Wireless Calling Plan Features

National Enhanced Services Area



Important Map Information: The map shows approximately where voice service and NationalAccess data, national IN-Network Calling rates and national enhanced services coverage and rates apply based on Verizon Wireless' internal data. The map is not a guarantee of coverage and or rate availability, and contains areas with no service. Wireless service is subject to network and transmission limitations, including cell site unavailability, particularly near boundaries and remote areas. Customer Equipment, weather, topography and other environmental considerations associated with radio technology also affect service and service may vary significantly within buildings. The shaded areas depicting future coverage are based on current plans and estimates of anticipated coverage expansion. The depiction of future enhanced services coverage is subject to change without notice. With "all-digital" devices, you can only make and receive calls when digital service is available. When digital service is not available, your device will not operate or be able to make 911 calls. When roam indicator is off, you're in the national IN-Network Calling rate area. When the roam indicator is on or flashing, your national IN-Network Calling minutes do not apply.

Roaming Indicator Information: Subscribers' roaming indicator tells Subscribers when rates apply and when features and services may not be available. Roaming indicators vary by phone model. When the roaming indicator is off or the banner displays "Verizon Wireless", home airtime rates and National IN-Network Calling minutes apply. When the digital indicator is also on, digital features and services are available. When the roaming indicator is flashing or the banner displays "Extended Network", home airtime rates apply. National IN-Network Calling minutes do not apply and other features and services may not be available. When the roaming indicator is solid or the banner displays "Roaming", roaming rates apply. National IN-Network Calling minutes do not apply and other features and services may not be available.

EXHIBIT B-20
Verizon Wireless Calling Plan Terms and Conditions

Verizon Wireless Calling Plan Terms and Conditions

Subject to Section 56.1.2 of the Agreement, an early termination fee of \$175.00 may apply for Corporate and Employee Subscriber lines in service less than twelve (12) or twenty-four (24) months at the time of termination, as applicable. An activation fee of \$35.00 applies per line, however activation fees are waived for Corporate Subscribers selecting twelve (12) or twenty-four (24) month individual line term agreements and Employee Subscribers selecting twenty-four (24) month individual line term agreements. Participation in the Employee Program is contingent upon proof of employment, qualification under normal Verizon Wireless credit criteria and execution of a twelve (12) or twenty-four (24) month Customer Agreement and an Employee User Agreement. Employees are eligible to activate up to three (3) Employee Subscriber lines per employee. All related Employee Subscriber lines must be activated on the same employee account.

The International Dialing feature and procedures apply for calls to Puerto Rico and the U.S. Virgin Islands. Rates do not apply to credit card or operator assistance calls. Airtime rates and other charges may apply to features. Monthly allowance minutes do not apply while roaming outside of the home airtime area. Automatic roaming may not be available in all areas and rates may vary for calls placed while roaming. Verizon Wireless long distance required. Long distance and roaming rates for international calls, where available, may vary. Calls placed while traveling outside the Verizon Wireless network may take longer to be billed. Airtime rounded up to next full minute, so actual allowance may vary. Airtime allowance minutes are not transferable. Unused airtime minutes are lost. Airtime is charged to toll-free numbers. Calls to "911" and certain other emergency services are toll and airtime free. Charges for calls that connect begin when you press the "SEND" or "CONNECT" button, or upon connection to system. On incoming calls, charges may begin prior to the phone ringing and before you press "SEND" to receive the call. Charges end when the call or data session disconnects from system, which may be a few seconds after you press "END" or "DISCONNECT" button. When you place calls that ring for 60 seconds or more, you may be billed at normal airtime rates even when such calls are busy or unanswered. Calls to certain fax/data modems incur charges, though it may sound as if call was unanswered. Billing, shipping, and end-user address must be in the Verizon Wireless licensed and service area.

Verizon Wireless' calling plans are only available with Verizon Wireless specified, Over-The-Air capable, tri-mode or dual-band Equipment programmed with Verizon Wireless' then current Preferred Roaming List. Network not available in all areas. Rates based on use of phone as programmed by Verizon Wireless. Customers must dial *228 to activate on or migrate to their selected calling plan and to update their Preferred Roaming List to receive proper handset roaming indication. We may make changes to your phone software over the air without notice.

Digital service and features may not be available in all areas; all monthly access fee price points may not be available in all markets. Toll, taxes, Federal Universal Service and Regulatory fee resulting from our costs of government assessments, additional fees/surcharges and enhanced features are not included in the above rates. Verizon Wireless' calling areas, home airtime rate areas, rates, business practices, procedures and policies are subject to change, as specified in the Agreement and Customer and Employee User Agreements for Employee Subscribers. These calling plans and discounts are only available through Verizon Wireless' Business Sales Channel and are not available through indirect agents and or Verizon Wireless' retail store locations.

In addition to the above terms and conditions, the following also applies to the NationalAccess: NationalAccess data sessions must be placed within NationalAccess service area. NationalAccess capable PC Card, PDA, BlackBerry or phone with its compatible Mobile Office Kit is required. Security limitations apply. NationalAccess data sessions automatically terminate after 24 hours of activity. NationalAccess data sessions may automatically reinitiate without you pressing or clicking "SEND" or "Connect" button if you have not terminated your session by pressing or clicking "END" or "Disconnect" button. A data session is inactive when no data is being transferred; a data session may seem inactive while data is actively being transferred to device, or may seem active when it is actually cached and not transferring data. You **MUST** press or click "END" or "DISCONNECT" button to ensure that session disconnects and charges cease. You may be able to send or receive voice calls when NationalAccess data session is inactive, when this occurs, charges apply simultaneously for your voice call in accordance with your Calling Plan.

APPENDIX C
Paging Services and Equipment – Fees Schedule

Alpha and Numeric One-Way Pricing

NUMERIC	Service	Monthly Access Fee		Page Allowance (Per Month)
		COAM	LEASE	
		Local*	\$ 2.69	
Regional	\$ 5.69	\$ 6.69	Unlimited	
Domestic Nationwide	\$ 13.79	\$ 14.89	Unlimited	

ALPHA	Service	Monthly Access Fee		Page Allowance (Per Month)
		COAM	LEASE	
		Local*	\$ 4.89	
Regional	\$ 8.09	\$ 10.79	Unlimited	
Domestic Nationwide	\$ 17.49	\$ 20.19	Unlimited	

Note: *Local service includes one or more Metropolitan Statistical Areas (MSA), Statewide service includes major MSAs within a State.
****Two hundred forty (240) character limit per page.**

Assured Messaging Two-Way Service

T900	Service	Monthly Access Fee		Packet Allowance** (Per Month)
		COAM	LEASE	
		Local*	\$ 7.99	
Domestic Nationwide	\$ 8.49	\$ 11.49	125	
Domestic Nationwide	\$ 14.99	\$ 17.99	250	
Domestic Nationwide	\$ 15.99	\$ 18.99	500	
Domestic Nationwide	\$ 16.99	\$ 19.99	Unlimited	

P935/e80	Service	Monthly Access Fee		Packet Allowance** (Per Month)
		COAM	LEASE	
		Local*	\$ 7.99	
Domestic Nationwide	\$ 8.49	\$ 23.49	125	
Domestic Nationwide	\$ 14.99	\$ 29.99	250	
Domestic Nationwide	\$ 15.99	\$ 30.99	500	
Domestic Nationwide	\$ 16.99	\$ 31.99	Unlimited	

Note: *Local service includes one or more Metropolitan Statistical Areas (MSA) **100 characters per packet.

One-Way Enhanced Service Options

Secondary Local Number	\$ 1.00 per month
Personal 800/888/877 Number	\$ 5.00 per month
Standard Voice Mail	\$ 0.95 per month
Enhanced Voice Mail	\$ 1.95 per month
Custom Greeting	\$ 0.95 per month
Page Saver SM Numeric Retrieval	\$ 0.50 per month
Alpha Software	\$ 14.95 (per copy fee)
Operator Dispatch	\$ 8.00 per month
Group Paging	N/C

Equipment Prices

Unit	Purchase Price	Loss Fee for Leased Unit	Note: VWMS reserves the right to change or discontinue models during this agreement. These prices are based on a three-year agreement.
Numeric	\$30.00	\$20.00	
Alpha	\$99.00	\$30.00	
T900/e80	\$180.00	\$35.00	
P935	\$275.00	\$40.00	

APPENDIX C –Cont'd
Paging Services and Equipment – Fees Schedule

Shipping Charges and Misc. Charges

Shipping Charges

VWMS will not charge Verizon Communications for 2nd day shipping and handling. If overnight charges are incurred, VWMS will pass that charge onto Verizon Communications. The cut off time for all orders is 3:00 p.m., Central Standard Time.

UPS 2 nd Day	No Charge
Next Day	\$13.99

Taxes and Fees

Prices do not include state and local sales tax, and other applicable taxes, fees, charges, or pass through assessments.

Explanation of USF Fees

*The Telecommunications Act of 1996 requires VWMS to support the federal Universal Service Fund. Beginning April 1, 2003 Verizon Wireless will separately list Federal Universal Service Charge (FUSC) and Regulatory Charge (RC) on the customer's bill. All accounts will be accessed a monthly charge. The actual amount of the FUSC charge may vary monthly and is based upon an assessment determined quarterly. The FUSC assessment rate, beginning October 1, 2003, will be 1.10% of assessable wireless charges, and the RC will be \$0.03 per line per month.

Assessment Rate History:

- (3Q) July 1, 2004 - September 30, 2004 FUSC rate: 1.07%
- (2Q) April 1, 2004 - June 30, 2004 FUSC rate: 1.04%
- (1Q) January 1, 2004 - March 31, 2004 FUSC rate: 1.04%
- (4Q) October 1, 2003 - December 31, 2003 FUSC rate: 1.10%
- (3Q) July 1, 2003 - September 30, 2003 FUSC rate: 1.14%
- (2Q) April 1, 2003 - June 30, 2003 FUSC rate: 1.08%

Note: In areas for which Verizon Wireless Messaging Services must utilize a 3rd party to provide service coverage in a “non-coverage” area, Verizon Wireless shall pass through the monthly cost incurred by Verizon Wireless for service to Verizon Communications. If the cost for service provided by the 3rd party is less than the rates stated above, Verizon Communications shall be charged the lower rate.

Enhanced Services

Voice Mail

Allows a caller to leave recorded voice messages in your personal mailbox. You are then paged to let you know a message is waiting.

Package	Number of Messages Held	Message Length	Message Retention Time
Standard Voicemail	5 messages	30 second message	12 hours
Enhanced Voicemail	10 messages	30 second message	24 hours

Custom Greeting

Lets you personally greet people when they call your pager. Instead of hearing the beep, callers hear your voice. You can update your greeting message as often as you like.

PageSaverSM Numeric Retrieval

PageSaverSM makes sure you don't miss pages even if you leave your pager at home, leave the coverage area or if the battery runs down. With PageSaverSM, you just call your pager number, and retrieve the most recent 15 pages you've received - it even tells you the time and date the page was sent.

Alpha Paging Software

VWMS can provide Verizon Communications with alphanumeric paging software for sending text messages. This single user software will be made available upon the execution of a mutually beneficial agreement.

Operator Dispatch

VWMS provides access to a National Dispatch Center; a 24 x 7 operator-answered dispatch service that will type alphanumeric messages to the customer. Pricing is determined by the type of dispatch desired and includes unlimited calls. Please check with your Account Executive for more pricing options on Operator Dispatch. Prices are in addition to airtime.