

THIRTY-FIRST ADDENDUM
TO
NATIONAL AGENT AGREEMENT

This Addendum Number 31 (the "Addendum") is made and entered into between Cellco Partnership, a Delaware General Partnership, doing business as Verizon Wireless, (hereinafter "Verizon Wireless" or "VZW") and Verizon Services Corporation (hereinafter "Agent") in order to amend the National Agent Agreement, dated March 1, 1996, (the "Agreement") as amended. Verizon Wireless and Agent may be referred to collectively as the "Parties," and singularly as a "Party."

1. Exhibit D of the Agreement shall be deleted in its entirety and replaced with the Exhibit D entitled AGENT COMMISSION PLAN attached hereto.

2. Exhibit C, "Definitions", of the Agreement shall be deleted in its entirety and replaced with the Exhibit C entitled DEFINITIONS attached hereto. Further, the following references in the Agreement shall be changed as indicated:

References to Carriers shall be changed to Verizon Wireless.

References to Cellular Telephone Service (CTS) shall be changed to Service.

References to Wireless Communications Services shall be changed to Service.

References to Customer Service Agreement (CSA) shall be changed to Service Forms

References to CTS Systems shall mean the VZW Facilities.


3. To the extent that any state statute, order, rule or regulation or any regulatory agency having competent jurisdiction over one or both Parties to the Agreement requires that the Agreement, this Addendum or any subsequent addendum filed with or approved by such regulatory agency before the Agreement or this Addendum may be effective, the Agreement or this Addendum shall not be effective in such state until the first business day after such approval or filing shall have occurred.

4. All other terms and conditions contained in the Agreement not specifically modified herein shall remain in full force and effect.

5. This Addendum shall be effective December 1, 2005 when executed by both Parties ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed and delivered this Thirty-First Addendum to the Agreement.

CELLCO PARTNERSHIP
dba Verizon Wireless

By: 
Name: Lowell McAdam
Title: EVP and Chief Operating Officer
Date: 11/16/05

VERIZON SERVICES CORPORATION

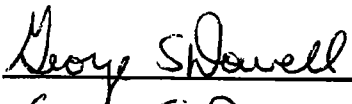
By: 
Name: GEORGE S POWELL
Title: VP-Supply Chain Services
Date: 11/30/05

EXHIBIT C
DEFINITIONS.

As used in this Agreement, the following terms shall have the meanings specified in this Exhibit.

Access means VZW's monthly access charge fees billed to those Subscribers that Agent activated on VZW Services in the Territory.

Activates (including the correlative meanings of the terms "Activated" or "Activation") means the assignment by VZW of a Number to the Equipment for use with the VZW Service.

Affiliate means, with respect to a party to this Agreement, any Entity, that directly or indirectly, through one or more intermediaries, Controls, is Controlled by or is under common Control with such party.

Card shall mean a physical card that represents a retail monetary value that can be redeemed by a Subscriber of the Prepay Service for airtime minutes of usage or enhanced services and features.

Carrier means an Entity (other than VZW) licensed by the FCC to offer Service through the use of licensed facilities.

Commission(s) means non-recurring compensation paid pursuant to this Agreement for any of the following, as the circumstances require, for the Activation of a Number for a Subscriber of Postpay Services, Activation of a Number for a Subscriber of Prepay Services, upgrades or Features Add-ons.

Compensation means the compensation, as set forth in Exhibit D, or any payment Agent receives pursuant to this Agreement, which may include, but is not limited to, Commissions, bonuses of any type, special incentive funding ("Spiff"), and business development funding.

Control shall be defined as: ownership of a majority of the voting power of all classes of voting stock, or ownership of a majority of the beneficial interest in income and capital of an entity other than a corporation, or the legal authority, by contract or otherwise, to control the activities of another.

Disconnects shall refer to the deactivation of a Subscriber's VZW Service.

E-911 Compliant means Equipment that satisfies VZW' obligations under the FCC Order dated October 12, 2001, Circuit Court Docket No. 94-102, 16 FCC Record 18634.

Entity means any person, partnership, corporation, form, joint venture, joint-stock company, or trust, however organized.

Equipment means mobile or portable telephones and data communications devices, including wireless modems (a/k/a PC cards) personal communications device, accessories and any other wireless or similar devices, used in conjunction with or in order to utilize VZW Service.

Facilities means the equipment maintained, expanded, modified or replaced by VZW to provide VZW Service including, but not limited to, the telecommunications switching equipment and cell site transceiver equipment.

FCC means the Federal Communications Commission.

Licensed Marks shall mean those Marks that VZW, in its sole discretion, determines Agent is licensed to use, which are subject to change upon notice to Agent.

Location(s) means the Agent's retail locations in the Territory.

Marks means all decorative designs, insignia, logos, names, service marks, service names, symbols, trade dress, trademarks, trade names, or the like, whether registered

or unregistered, which VZW or its Affiliates own or are licensed or sub-licensed to use in connection with VZW Service or products relating to VZW Service.

MDN means the mobile directory number that is received from the North American Numbering Plan Administration ("NANPA") by VZW for the purpose of receiving calls from the PSTN. It is a telephone number ("NPA-NXX-XXXX") used to access VZW Service and assigned to a Subscriber for use with a unit of Equipment.

MIN means the mobile identification number, which is announced to Carriers by VZW for the purposes of providing VZW Service and processing calls on the Facilities or a Carrier's facilities. A MIN is paired with an MDN for the purposes of receiving calls from the PSTN.

NAM means the number assignment module found in a unit of Equipment.

Number means the MIN and, where applicable, the MDN, used to provide access to VZW Services.

Postpay Service(s) means VZW's Service (voice and data) for which (after Activation and on an ongoing basis) a Subscriber is billed in advance for access fees and required to pay for usage only after using such Service.

Prepay Service(s) means VZW Service (voice and data) paid for in advance by a Subscriber at the time of Activation or redemption of a PIN, Card or through some other method approved by VZW, as applicable, in order to access and use such Prepay Service.

PSTN means the Public Switched Telephone Network.

PRL shall mean preferred roaming list.

Card means a Card in the denomination of \$15.00, \$30.00, \$75.00 or \$150.00 that can be used by a Subscriber to replenish his/her Prepay Service.

Reseller means any entity that resells VZW Services.

SKU means a particular handset model identifiable by a unique UPC code and or unique SKU number, which may be different as between Agent, VZW and other suppliers or manufacturers of Equipment.

Service means wireless service provided pursuant to licenses issued by the FCC pursuant to the FCC's rules and all voice and data services reasonably ancillary thereto.

Service Forms means the VZW Service calling plan brochure, customer agreement, collateral or marketing materials.

Subscriber. The ultimate user of VZW Service provided by or through VZW. Subscriber purchases VZW Service from VZW and is responsible for payment of charges to VZW. Each Number is deemed to be a separate Subscriber; provided, however, that in the case of multi-Nam units of Equipment there shall be deemed only one Subscriber per unit at any given time, regardless of how many Numbers are actually attributed to that unit of Equipment.

Territory means the MSAs, RSAs, MSAs and BTAs specified in Exhibit B (and Exhibit B-1), within which VZW has regulatory authority or is otherwise authorized to provide Service and within which Agent is authorized to sell VZW Services.

Usage means home area billable airtime charges (excluding roaming, cellular regional calling, landline, long distance and toll charges, taxes, surcharges, assessments and charges outside the specific price plan's home area) for those Subscribers activated on VZW Services by Agent in the Territory.

VZW shall mean Verizon Wireless.

VZW Agent shall mean any Entity that VZW has authorized to directly or indirectly market VZW Service on its behalf.

VZW Service(s) means the Service offered by VZW in the Territory which includes any and all voice or data service.

Exhibit D
AGENT COMMISSION PLAN

The defined terms used in this Addendum shall include the definitions set forth in Exhibit C to this Agreement

I. Conditions

Verizon Wireless shall pay Agent Commissions for Activations in any of Agent's Locations within the Territory, subject to the terms and conditions set forth in Section 4.3 of the Agreement and the terms and conditions set forth below.

- A.** Commissions shall be paid for new Activations during a Commission Period within thirty (30) days after that Commission Period ends.
- B.** Commissions shall be paid only with respect to Service Forms submitted by Agent as prescribed and approved by Verizon Wireless. No Commission shall be paid unless Agent has, on a timely basis, submitted all deposits and appropriate documentation. All documentation must be accurately completed to the reasonable satisfaction of Verizon Wireless and signed by the Subscriber in accordance with Verizon Wireless' procedures.
- C.** Commissions shall be charged back to Agent for any Subscriber that (i) Disconnects from the Verizon Wireless' Facilities or generates no airtime, for the first ninety (90) consecutive days of Service; or (ii) is disconnected from Service for failure to pay for Service provided during the first ninety (90) days, even if such failure to pay and/or disconnection occurs after the first ninety (90) days of Service.
- D.** No Commissions shall be paid to Agent for an Activation if Verizon Wireless notifies Agent that the Subscriber either deactivated VZW Service within one hundred and eighty days (180) days prior to the then-current Activation, provided that Agent is notified at the later of (i) five (5) business days following any such Activation; or (ii) upon credit approval.
- E.** If Agent disputes Commissions that have been paid by Verizon Wireless, Agent has one hundred and twenty (120) days from Agent's receipt of Commission payments and documentation of activity from the disputed item's transaction period to notify Verizon Wireless in writing together with supporting documentation and request review of such dispute. After that time, payment will be deemed correct. Verizon Wireless will not pay Commissions on any discrepancies not identified within the time allocated.

- F. In the event Commissions are paid by Verizon Wireless that were not due or payable to Agent as set forth above, Verizon Wireless will deduct such improperly paid Commissions from future Commission payments. Agent shall be responsible for reimbursing Verizon Wireless for any improperly paid Commissions should this Agreement expire or is otherwise terminated or should the next payable Commission payment not be sufficient to cover the deficiency.
- G. Verizon Wireless shall not be liable to Agent in any manner if any order for VZW Service is obtained by Verizon Wireless or by any VZW Agent, retailer or Reseller or other third parties, even though Agent may have previously solicited the Subscriber who placed the order or made the purchase.
- H. Fulfillment of Equipment shall be made by Agent. Equipment provided must be digital, authenticatable and compatible with Verizon Wireless' Facilities and must be programmed with Verizon Wireless' then current preferred roaming. All Equipment Activated on the Verizon Wireless Facilities shall be E911 Compliant. All requests to Activate Equipment by Agent will be screened by the Verizon Wireless automated system that prevents Equipment that is not E911 Compliant from being Activated. Failure to provide correct phones will result in chargeback of Commission.

II. Commissions/Compensation

A. (1) Post Paid Activations

Verizon Wireless shall pay and Agent shall accept a one-time Commission payment for each Number Activated on a minimum one year authorized published Post Paid calling plan, excluding Numbers assigned by Verizon Wireless for demonstration purposes, ("Activation Commission") as set forth in Table 1 below.

TABLE 1

Plan Type	Monthly Access Rate	Monthly Service Fee
Level I	\$156.00	\$156.00
Level II	\$230.00	\$260.00
Level III	\$150.00	\$175.00
Level IV	\$260.00	\$310.00
Level V	\$275.00	\$325.00

The calling plan categories for VZW Service within the Territory of the Agreement are as follows:

Level I-Published DIGITAL consumer and business calling plans, excluding Specialty plans, with monthly access rates less than or equal to \$20.00.

Level II-Published DIGITAL consumer and business calling plans with monthly access rates from \$20.01 to \$59.98.

Level III-all DIGITAL Specialty calling plans (including, but not limited to Share-A-Minute plans (or similar family type plans), Safety plans, Additional Lines, Employee and Association plans. Specialty Plans vary from market to market.

Level IV-Published DIGITAL consumer and business rate plans with monthly access rates from \$59.99 to \$99.98.

Level V - :Published DIGITAL consumer and business rate plans with monthly access greater than or equal to \$99.99.

Digital calling plans may only be made available to Subscribers with digital Service and Equipment of the type required by the calling plan that has been approved for use on the VZW Facilities.

(2) EasyPay Activations/Compensation

Verizon Wireless shall pay and Agent shall accept a one-time Activation Commission for each new Number activated on an EasyPay Calling Plan

(excluding Numbers assigned by Verizon Wireless for demonstration purposes) as set forth in Table 2 below.

TABLE 2

EasyPay Plan Monthly Access Fee	New Subscriber Commission
\$50.00	\$80.00
\$70.00	\$100.00

Agent may charge Subscribers up to a thirty-five dollar (\$35.00) administrative fee for new Activations on an EasyPay calling plan.

Compensation for replenishment EasyPay sales will be four percent (4%) of the value of EasyPay sales made by Agent. Replenishment sales may only be made in \$50.00 and \$70.00 increments. In addition, Agent may charge, collect and keep up to, but no more than a \$3.00 convenience fee for each replenishment transaction. Prepaid replenishment cards/PINs cannot be used to make payments to an EasyPay account.

Commissions shall be charged back to Agent for any Subscriber that Disconnects off of the Verizon Wireless' Facilities during the first ninety (90) consecutive days of Service. The administrative fee is not subject to chargeback.

Participation in the EasyPay plan requires Subscribers to utilize a Verizon Wireless approved E-911 Compliant, tri-mode, dual-mode, or all digital handset. All EasyPay new Subscribers must sign and receive a copy of the Verizon Wireless Prepay Wireless Activation form. Verizon Wireless reserves the right to modify the terms and conditions of the EasyPay calling plan and the compensation paid for such plan.

Agent will use the Datascape Services as agreed to in Addendum Twenty-Eight in conjunction with new and replenishment EasyPay sales, and all the terms and conditions relating to the use of the Datascape Services and the withdrawal of funds from Agent's account shall apply to EasyPay sales, except as follows: Agent's bank account will be debited ninety-six percent (96%) of the value of EasyPay sales less applicable, point of sale taxes and the convenience fee collected by agent.

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The withdrawal of funds from Agent's back account shall be made in conjunction with the funds due to Verizon Wireless for Prepay replenishment sales.

Datascope shall provide a daily data report to Verizon Services on or before 6:00 am CST, which shall detail the total amount of Prepaid and EasyPay sales by Agent by Location for the previous day and for the month to date, less applicable Compensation. The report shall indicate which type of sales transaction occurred either EasyPay or Prepaid.

B. Enhanced Service Features

Verizon Wireless will pay Agent for each Subscriber enrolled onto an enhanced service feature by Agent according to the schedule below if the Subscriber pays an additional monthly fee for such enhanced service features and provided these features are neither bundled in the calling plan at the time of Activation nor are being offered at no additional charge as part of a Verizon Wireless promotion. Verizon Wireless, in its sole discretion may add, delete, suspend or modify the enhanced features and/or the amount of the enhanced features Commission at any time, upon thirty (30) days prior written notice to Agent.

Enhanced features Commissions are subject to chargeback if the Subscriber does not meet the conditions set forth in Paragraph C, Section 1 of Exhibit D to the Agreement. If a Subscriber is Disconnected from Verizon Wireless enhanced service feature(s) for any reason within ninety (90) consecutive days or less after the Subscriber's Activation date or enrollment onto the enhanced service feature(s), amounts owed Agent by Verizon Wireless will be reduced by the amount of the enhanced service feature(s) Commissions already paid by Verizon Wireless to Agent for that Subscriber. If there are insufficient amounts owed Agent by Verizon Wireless to effect such reductions, Agent shall pay any remaining sums to Verizon Wireless immediately upon demand.

The Enhanced Service Features Commission amounts are set forth in Table 3 below:

TABLE 3

Enhanced Feature Monthly Access Fee	Features Commission
\$0.01 - \$4.99	\$3.00
\$5.00 - \$9.99	\$5.00
\$10.00 - \$19.99	\$10.00
\$20.00 - \$34.99	\$10.00
\$35.00 - \$74.99	\$30.00
\$75.00 +	\$50.00

C. Upgraded Equipment Program

Verizon Wireless shall pay Agent one hundred fifty dollars (\$150.00) Commission for the sale of new digital Authenticatable Equipment only when Subscribers upgrade existing Equipment on an eligible calling plan or program for one (1) year. If Subscriber upgrades and executes a new agreement for an eligible two (2) year calling plan Commission will be one hundred seventy five dollars (\$175.00).

In order to be eligible to participate in the upgrade program the Subscriber must meet the following criteria:

- Subscriber must be on Verizon Wireless' Service for the minimum period required by the Region's current upgrade policy prior to the renewal date.
- Subscriber must be in good standing (no more than thirty [30] days past due)
- Subscriber must sign a new one or two year agreement to extend Verizon Wireless' Service on an eligible upgrade calling plan or program
- After the initial upgrade, Subscriber may only upgrade in accordance with Verizon Wireless' then current upgrade policy.
- Agent must ensure that Subscriber signs the most recent version of Verizon Wireless' Customer Agreement.

Verizon Wireless shall pay Agent's upgrade Commission after the Verizon Wireless Regional Finance and Operations staff have verified that the above stipulations have been met and all regional requirements have been met. Verizon Wireless upgrade Equipment program policy is subject to change without notice and is subject to the policies and guidelines set by a Verizon Wireless Region. Upgrade Commissions shall be charged back to Agent for any Subscriber who Disconnects Service within ninety (90) consecutive days after the upgrade.

III. Advertising support

In order to support Verizon Wireless branding efforts, Verizon Wireless will provide advertising support to Agent as set forth below:

A. Verizon Wireless will provide notification to Agent of all Verizon Wireless promotions.

- B. Verizon Wireless will identify Agent's Locations in the Territory in Verizon Wireless advertising, where appropriate.

IV. Business Development Fund

During the term of this Agreement, Verizon Wireless shall accrue an allowance of ten dollars (\$10.00) for each new Activation by Agent on a minimum one year digital authorized calling plan (excluding Prepaid and EasyPay calling plans). ("Business Development Fund" or "BDF"). Said Business Development Funds shall specifically be used to market Verizon Wireless Service in conjunction with the sale of Agent's Equipment.

- A. Business Development Funds may not be used as set-offs against debts owed to Verizon Wireless or used in any other manner.
- B. Accrual of Business Development Funds shall cease upon termination of this Agreement by either party.
- C. Agent agrees to adhere to all guidelines pertaining to the use of Verizon Wireless' Marks when including the Marks in advertising. Agent shall allow Verizon Wireless to examine and approve advertising, collateral materials, and related documents that utilize Verizon Wireless' Marks or identify Verizon Wireless Service prior to production and/or publication.
- D. Prior to publication or production of any materials for which Agent plans to seek reimbursement from the Business Development Fund, Agent must submit a written request for pre-approval to Verizon Wireless according to the terms and conditions mutually agreed upon by the parties. Claims submitted without Verizon Wireless' prior written approval will not be paid, and any associated damages or retractions may be subtracted from future accruals of Business Development Funds.
- E. In order to receive reimbursement from the Business Development Fund, Agent must submit a written claim to Verizon Wireless according to the terms and conditions mutually agreed upon by the parties. Claims will be paid within thirty (30) days of receipt by Verizon Wireless if adequate Business Development Funds have accrued. If the balance of Business Development Funds is not sufficient to cover the full claim at the time of submission, the claim may be resubmitted by Agent when additional BDF has accrued.
- F. Business Development Funds accrued in a calendar year must be used by May 31 of the following calendar year. All claims for payment must be submitted to Verizon Wireless no later than May 31 of the calendar year

following the year in which they were accrued. Claims submitted for payment in accordance with the terms and conditions of the program as mutually agreed upon will be paid notwithstanding the expiration or termination of the Agreement.