

UT-030483(AF)
10-13-04 (RE-OPEN)

RECEIVED
RECORDS MANAGEMENT

04 SEP -9 AM 10: 02

STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION



Verizon Northwest Inc.

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

September 3, 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. 213**

Dear Ms. Washburn:

Enclosed for filing with the Commission is a verified copy of the 27th Addendum to the National Agent Agreement between Verizon Northwest Inc. and Verizon Wireless, concerning unregulated activity.

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

Very truly yours,

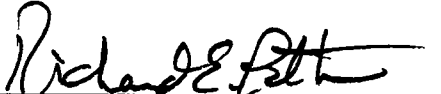
A handwritten signature in black ink, appearing to read "Richard E. Potter".

Richard E. Potter
Public Policy and External Affairs

Enclosure

VERIFICATION OF AFFILIATED INTEREST AGREEMENT

I verify that the enclosed is a true copy of 27th Addendum to the National Agent Agreement between Verizon Northwest Inc. and Verizon Wireless.


Date: 9.3.09

Richard E. Potter
Verizon Northwest Inc.

bc without enclosure:

Judy Geise – HQEO2F33 – Irving, TX
Carol Fejes – HQE02H16 – Irving, TX

TWENTY-SEVENTH ADDENDUM TO NATIONAL AGENT AGREEMENT

Cellco Partnership doing business as Verizon Wireless (hereinafter "Verizon Wireless") as successor in interest to GTE Wireless Incorporated on its own behalf and on behalf of certain affiliates and Verizon Communications Operating Companies listed on Exhibit A (hereinafter "Agent") (formerly known as the GTE Telephone Operating Companies) hereby agree to amend the National Agent Agreement dated March 1, 1996 as modified by the First Addendum effective July 1, 1996, Second Addendum effective November 5, 1996, Third Addendum effective October 14, 1996, Fourth Addendum effective October 21, 1996, Fifth Addendum effective February 1, 1997, Sixth Addendum effective August 22, 1997, Seventh Addendum effective November 1, 1997, Eight Addendum effective September 1, 1997, Ninth Addendum effective September 1, 1997, Tenth Addendum effective June 1, 1997, Eleventh Addendum effective July 20, 1998, Twelfth Addendum effective September 1, 1998, Thirteenth Addendum effective November 11, 1998, Fourteenth Addendum effective October 1, 1998, Fifteenth Addendum effective November 1, 1998, Sixteenth Addendum effective January 1, 1999, Seventeenth Addendum effective January 31, 1999, Eighteenth Addendum effective May 1, 1999, the Nineteenth Addendum effective January 1, 2000, Twentieth Addendum effective September 1, 2000, Twenty-First Addendum effective September 1, 2000, Twenty-Second Addendum effective May 8, 2001, Twenty-Third Addendum effective February 1, 2002, Twenty-Fourth Addendum effective February 28, 2002, Twenty-Fifth Addendum effective October 24, 2002, Twenty-Sixth Addendum effective March 10, 2003 and this Twenty-Seventh Addendum (the "Agreement").

1. Exhibits B and B-1 of the Agreement shall be deleted in their entirety and replaced with the Exhibits B and B-1 entitled AUTHORIZED AGENT AREA/LOCATIONS attached hereto.
2. Exhibit D of the Agreement shall be deleted in its entirety and replaced with the Exhibit D entitled AGENT COMMISSION PLAN attached hereto. This new compensation shall be effective June 1, 2004.
3. This Addendum shall be effective when executed by both parties.
4. All other provisions of the parties' March 1, 1996, National Agent Agreement not specifically modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Twenty-Seventh Addendum to the National Agent Agreement.

CELLCO PARTNERSHIP
dba Verizon Wireless

By: John Colaviti
Name: John Colaviti
Title: Staff Vice President
Date: 8/6/04

VERIZON COMMUNICATIONS
OPERATING COMPANIES
listed in Exhibit A of the Agreement

By: Michael K. Hassett
Name: MICHAEL K. HASSETT
Title: SENIOR VP - RETAIL
Date: 7-28-2004

APPROVED
TO
[Signature]
DATE

**EXHIBIT B
VERIZON WIRELESS AUTHORIZED MARKETS**

Area	Region	Market #	Market Name	ST
Midwest	Great Plains	IA05	Jackson	IA
Midwest	Great Plains	IA08	Monona	IA
Midwest	Great Plains	IA09	Ida	IA
Midwest	Great Plains	IA16 (Partial)	Lyon	IA
Midwest	Great Plains	253	Sioux City, IA-NE	IA
Midwest	Great Plains	221	Fargo-Moorehead, ND-MN	MN
Midwest	Great Plains	276	Grand Forks, ND-MN	MN
Midwest	Great Plains	MN04	Lake	MN
Midwest	Great Plains	141	Duluth, MN-WI	MN
Midwest	Great Plains	15	Minneapolis-St. Paul, MN-WI	MN
Midwest	Great Plains	298	Bismarck	ND
Midwest	Great Plains	ND01	Divide	ND
Midwest	Great Plains	ND02	Bottineau	ND
Midwest	Great Plains	ND03	Barnes	ND
Midwest	Great Plains	ND04	McKenzie	ND
Midwest	Great Plains	ND05	Kidder	ND
Midwest	Great Plains	267	Sioux Falls	SD
Midwest	Great Plains	289	Rapid City	SD
Midwest	Great Plains	SD01	Harding	SD
Midwest	Great Plains	SD02	Corson	SD
Midwest	Great Plains	SD03	McPherson	SD
Midwest	Great Plains	SD05	Custer	SD
Midwest	Great Plains	SD06	Haakon	SD
Midwest	Great Plains	SD07	Sully	SD
Midwest	Great Plains	SD08	Kingsbury	SD
Midwest	Great Plains	SD09	Hanson	SD
Midwest	Great Plains	195	Cedar Rapids	IA
Midwest	Great Plains	286	Dubuque	IA
Midwest	Great Plains	296	Iowa City	IA
Midwest	Great Plains	201	Waterloo-Cedar Falls	IA
Midwest	Great Plains	102	Des Moines	IA
Midwest	Great Plains	IA02	Union	IA
Midwest	Great Plains	IA07	Audubon	IA
Midwest	Great Plains	IA10	Humboldt	IA
Midwest	Great Plains	65	Omaha, NE-IA	NE
Midwest	Illinois-Wisconsin	IL03	Mercer	IL
Midwest	Illinois-Wisconsin	54	Gary-Hammond-East Chicago	IN
Midwest	Illinois-Wisconsin	129	South Bend-Mishawaka	IN
Midwest	Illinois-Wisconsin	IN02	Kosciusko	IN
Midwest	Illinois-Wisconsin	IA04	Muscatine	IA
Midwest	Illinois-Wisconsin	98	Davenport-Rock Island-Moline, IA/IL	IL
Midwest	Illinois-Wisconsin	131	Rockford	IL
Midwest	Illinois-Wisconsin	IL01	Jo Daviess	IL
Midwest	Illinois-Wisconsin	Milwaukee MTA	Milwaukee MTA	WI
Midwest	Illinois-Wisconsin	303	Aurora-Elgin	IL
Midwest	Illinois-Wisconsin	250	Bloomington-Normal	IL
Midwest	Illinois-Wisconsin	196	Champaign-Urbana-Rantoul	IL
Midwest	Illinois-Wisconsin	3	Chicago	IL
Midwest	Illinois-Wisconsin	MTA003	Chicago	IL
Midwest	Illinois-Wisconsin	230	Decatur	IL
Midwest	Illinois-Wisconsin	304	Joliet	IL
Midwest	Illinois-Wisconsin	273	Kankakee	IL
Midwest	Illinois-Wisconsin	103	Peoria	IL
Midwest	Illinois-Wisconsin	176	Springfield	IL
Midwest	Illinois-Wisconsin	IL02	Bureau	IL
Midwest	Illinois-Wisconsin	IL04 (Partial)	Adams	IL
Midwest	Illinois-Wisconsin	IL05	Mason	IL
Midwest	Illinois-Wisconsin	IL06	Montgomery	IL
Midwest	Illinois-Wisconsin	IL07	Vermilion	IL
Midwest	Illinois-Wisconsin	IL08	Washington	IL

**EXHIBIT B
VERIZON WIRELESS AUTHORIZED MARKETS**

Area	Region	Market #	Market-Name	ST
Midwest	Illinois-Wisconsin	IL09	Clay	IL
Midwest	Illinois-Wisconsin	223	Elkhart-Goshen	IN
Midwest	IN/KY/MI	217	Anderson	IN
Midwest	IN/KY/MI	282	Bloomington	IN
Midwest	IN/KY/MI	96	Fort Wayne	IN
Midwest	IN/KY/MI	28	Indianapolis	IN
Midwest	IN/KY/MI	271	Kokomo	IN
Midwest	IN/KY/MI	247	Lafayette	IN
Midwest	IN/KY/MI	236	Muncie	IN
Midwest	IN/KY/MI	185	Terre Haute	IN
Midwest	IN/KY/MI	IN01	Newton	IN
Midwest	IN/KY/MI	IN03	Huntington	IN
Midwest	IN/KY/MI	IN06	Randolph	IN
Midwest	IN/KY/MI	IN07	Owen	IN
Midwest	IN/KY/MI	IN08	Brown	IN
Midwest	IN/KY/MI	IN09	Decatur	IN
Midwest	IN/KY/MI	37	Louisville, KY-IN	KY
Midwest	IN/KY/MI	119	Evansville, IN/KY	KY
Midwest	IN/KY/MI	116	Lexington-Fayette	KY
Midwest	IN/KY/MI	293	Owensboro	KY
Midwest	IN/KY/MI	KY01	Fulton	KY
Midwest	IN/KY/MI	KY02	Union	KY
Midwest	IN/KY/MI	BTA339	Paducah	KY
Midwest	IN/KY/MI	KY07	Trimble	KY
Midwest	IN/KY/MI	5	Detroit/Ann Arbor	MI
Midwest	IN/KY/MI	64	Grand Rapids	MI
Midwest	IN/KY/MI	68	Flint	MI
Midwest	IN/KY/MI	78	Lansing-East Lansing	MI
Midwest	IN/KY/MI	94	Saginaw-Bay City-Midland	MI
Midwest	IN/KY/MI	181	Muskegon	MI
Midwest	Kansas - Missouri	MO08	Callaway	MO
Midwest	Kansas - Missouri	MO18	Perry	MO
Midwest	Kansas - Missouri	11	St. Louis, MO-IL	MO
Midwest	Kansas - Missouri	MO19	Stoddard	MO
Midwest	Kansas - Missouri	301	Lawrence	KS
Midwest	Kansas - Missouri	179	Topeka	KS
Midwest	Kansas - Missouri	89	Wichita	KS
Midwest	Kansas - Missouri	24	Kansas City, MO-KS	MO
Midwest	Kansas - Missouri	275	St. Joseph	MO
Midwest	OH/PA	23	Cincinnati, OH-KY-IN	OH
Midwest	OH/PA	48	Toledo, OH-MI	OH
Midwest	OH/PA	16	Cleveland	OH
Midwest	OH/PA	31	Columbus	OH
Midwest	OH/PA	40	Dayton	OH
Midwest	OH/PA	52	Akron	OH
Midwest	OH/PA	87	Canton	OH
Midwest	OH/PA	136	Lorain-Elyria	OH
Midwest	OH/PA	145	Hamilton-Middletown	OH
Midwest	OH/PA	158	Lima	OH
Midwest	OH/PA	180	Springfield	OH
Midwest	OH/PA	231	Mansfield	OH
Midwest	OH/PA	OH02	Sandusky	OH
Midwest	OH/PA	OH04	Mercer	OH
Midwest	OH/PA	OH05	Hancock	OH
Midwest	OH/PA	OH06	Morrow	OH
Midwest	OH/PA	OH08	Clinton	OH
Midwest	OH/PA	PA03 (Partial)	Potter	PA
Midwest	OH/PA	PA04 (Partial)	Bradford	PA
Midwest	OH/PA	225	Altoona	PA
Midwest	OH/PA	130	Erie	PA
Midwest	OH/PA	84	Harrisburg	PA

**EXHIBIT B
VERIZON WIRELESS AUTHORIZED MARKETS**

Area	Region	Market #	Market Name	ST
Midwest	OH/PA	143	Johnstown	PA
Midwest	OH/PA	105	Lancaster	PA
Midwest	OH/PA	56	North East Pennsylvania	PA
Midwest	OH/PA	13	Pittsburgh	PA
Midwest	OH/PA	118	Reading	PA
Midwest	OH/PA	238	Sharon	PA
Midwest	OH/PA	259	State College	PA
Midwest	OH/PA	251	Williamsport	PA
Midwest	OH/PA	99	York	PA
Midwest	OH/PA	PA01	Crawford	PA
Midwest	OH/PA	PA02	McKean	PA
Midwest	OH/PA	PA06 (Partial)	Lawrence	PA
Midwest	OH/PA	PA07	Jefferson	PA
Midwest	OH/PA	PA08	Union	PA
Midwest	OH/PA	PA09	Greene	PA
Midwest	OH/PA	PA10 (Partial)	Bedford	PA
Midwest	OH/PA	PA11 (Partial)	Huntingdon	PA
Midwest	OH/PA	PA12	Lebanon	PA
Midwest	OH/PA	WV01	Mason	WV
Midwest	OH/PA	WV02	Wetzel	WV
Northeast	DC, Baltimore, VA	8	Washington, DC-MD-VA	DC
Northeast	DC, Baltimore, VA	BTA461	Washington, DC-MD-VA	DC
Northeast	New England	42	Bridgeport-Stamford-Norwalk-Dunbury	CT
Northeast	New England	32	Hartford-New Britain-Bristol	CT
Northeast	New England	49	New Haven-West Haven-Waterbury-Meriden	CT
Northeast	New England	154	New London-Norwich	CT
Northeast	New England	CT02	Windham	CT
Northeast	New England	213	Pittsfield	MA
Northeast	New England	76	New Bedford-Fall River	MA
Northeast	New England	63	Springfield-Chicopee-Holyoke	MA
Northeast	New England	55	Worcester-Fitchburg-Leominster	MA
Northeast	New England	MA02	Barnstable	MA
Northeast	New England	279	Lewiston-Auburn	ME
Northeast	New England	152	Portland	ME
Northeast	New England	6	Boston-Lowell-Brockton-Lawrence-Haverhill, MA-NH	NH
Northeast	New England	133	Manchester-Nashua	NH
Northeast	New England	NH02	Carroll	NH
Northeast	New England	38	Providence-Warwick-Pawtucket	RI
Northeast	New England	RI01	Newport	RI
Northeast	New England	248	Burlington	VT
Northeast	New England	VT01	Franklin	VT
Northeast	New England	VT02 (Partial)	Addison	VT
Northeast	NY Metro	70	Long Branch-Asbury Park	NJ
Northeast	NY Metro	62	New Burnswick-Perth Amboy-Sareville	NJ
Northeast	NY Metro	1	New York, NY-NJ/Nassau-Suffolk, NY/Newark, Jersey City, NJ	NJ
Northeast	NY Metro	NJ01	Hunterdon	NJ
Northeast	NY Metro	NJ03	Sussex	NJ
Northeast	Philly-Tri State	134	Atlantic City	NJ
Northeast	Philly-Tri State	BTA025	Atlantic City	NJ
Northeast	Philly-Tri-State	121	Trenton	NJ
Northeast	Philly-Tri-State	NJ02	Ocean	NJ
Northeast	Philly-Tri-State	DE01	Kent	DE
Northeast	Philly-Tri-State	228	Vineland-Millville-Bridgeton	NJ
Northeast	Philly-Tri-State	4	Philadelphia	PA
Northeast	Philly-Tri-State	BTA346	Philadelphia-Wilmington-Trenton	PA
Northeast	Philly-Tri-State	58	Allentown	PA

EXHIBIT B
VERIZON WIRELESS AUTHORIZED MARKETS

Area	Region	Market #	Market Name	ST
Northeast	Upstate NY	44	Albany-Schenectady-Troy	NY
Northeast	Upstate NY	266	Glens Falls	NY
Northeast	Upstate NY	144	Orange County	NY
Northeast	Upstate NY	151	Poughkeepsie	NY
Northeast	Upstate NY	NY05	Otsego	NY
Northeast	Upstate NY	NY06	Columbia	NY
Northeast	Upstate NY	122	Binghamton	NY
Northeast	Upstate NY	25	Buffalo	NY
Northeast	Upstate NY	284	Elmira	NY
Northeast	Upstate NY	34	Rochester	NY
Northeast	Upstate NY	53	Syracuse	NY
Northeast	Upstate NY	115	Utica-Rome	NY
Northeast	Upstate NY	NY01	Jefferson	NY
Northeast	Upstate NY	NY02	Franklin	NY
Northeast	Upstate NY	NY03	Chautauqua	NY
Northeast	Upstate NY	NY04	Yates	NY
Northeast	Washingtn, Baltimore, VA	14	Baltimore	MD
Northeast	Washingtn, Baltimore, VA	BTA029	Baltimore	MD
Northeast	Washingtn, Baltimore, VA	MD03	Frederick	MD
Northeast	Washingtn, Baltimore, VA	MD02	Kent	MD
Northeast	Washingtn, Baltimore, VA	69	Wilmington, DE-NJ-MD	MD
Northeast	Washingtn, Baltimore, VA	262	Danville	VA
Northeast	Washingtn, Baltimore, VA	104	Newport News-Hampton	VA
Northeast	Washingtn, Baltimore, VA	43	Norfolk-Virginia Beach-Portsmouth, NC/VA	VA
Northeast	Washingtn, Baltimore, VA	235	Petersburg-Colonial Heights-Hopewell	VA
Northeast	Washingtn, Baltimore, VA	MTA023	Richmond-Norfolk	VA
Northeast	Washingtn, Baltimore, VA	59	Richmond	VA
Northeast	Washingtn, Baltimore, VA	157	Roanoke	VA
Northeast	Washingtn, Baltimore, VA	VA01	Lee	VA
Northeast	Washingtn, Baltimore, VA	VA03	Giles	VA
Northeast	Washingtn, Baltimore, VA	VA04 (Partial)	Bedford	VA
Northeast	Washingtn, Baltimore, VA	VA05	Bath	VA
Northeast	Washingtn, Baltimore, VA	VA07 (Partial)	Buckingham	VA
Northeast	Washingtn, Baltimore, VA	VA08	Amelia	VA
Northeast	Washingtn, Baltimore, VA	VA09	Greensville	VA
Northeast	Washingtn, Baltimore, VA	VA10	Frederick	VA
Northeast	Washingtn, Baltimore, VA	VA11 (Partial)	Madison	VA
Northeast	Washingtn, Baltimore, VA	VA12 (Partial)	Caroline	VA
South	Carolinas/Tennessee	183	Asheville	NC
South	Carolinas/Tennessee	280	Burlington	NC
South	Carolinas/Tennessee	61	Charlotte-Gastonia	NC
South	Carolinas/Tennessee	149	Fayetteville	NC
South	Carolinas/Tennessee	47	Greensboro-Winston-Salem-High Point	NC
South	Carolinas/Tennessee	166	Hickory	NC
South	Carolinas/Tennessee	71	Raleigh-Durham	NC
South	Carolinas/Tennessee	NC01	Cherokee	NC
South	Carolinas/Tennessee	NC02	Yancey	NC
South	Carolinas/Tennessee	NC04	Henderson	NC
South	Carolinas/Tennessee	NC05	Anson	NC
South	Carolinas/Tennessee	NC15	Cabarrus	NC
South	Carolinas/Tennessee	227	Anderson	SC
South	Carolinas/Tennessee	90	Charleston-North Charleston	SC
South	Carolinas/Tennessee	95	Columbia	SC
South	Carolinas/Tennessee	264	Florence	SC
South	Carolinas/Tennessee	67	Greenville-Spartanburg	SC
South	Carolinas/Tennessee	SC01	Oconee	SC
South	Carolinas/Tennessee	SC02	Laurens	SC
South	Carolinas/Tennessee	SC03	Cherokee	SC

**EXHIBIT B
VERIZON WIRELESS AUTHORIZED MARKETS**

Area	Region	Market #	Market Name	ST
South	Carolinas/Tennessee	SC06	Clarendon	SC
South	Carolinas/Tennessee	SC07	Calhoun	SC
South	Carolinas/Tennessee	SC08	Hampton	SC
South	Carolinas/Tennessee	SC09	Lancaster	SC
South	Carolinas/Tennessee	312	Myrtle Beach	SC
South	Carolinas/Tennessee	209	Clarksville-Hopkinsville, TN/KY	TN
South	Carolinas/Tennessee	88	Chattanooga, GA/TN	TN
South	Carolinas/Tennessee	85	Johnson City-Kingsport-Bristol, VA/TN	TN
South	Carolinas/Tennessee	79	Knoxville	TN
South	Carolinas/Tennessee	36	Memphis, AR-MS-TN	TN
South	Carolinas/Tennessee	46	Nashville-Davidson	TN
South	Carolinas/Tennessee	TN01	Lake	TN
South	Carolinas/Tennessee	TN02	Cannon	TN
South	Carolinas/Tennessee	TN03	Macon	TN
South	Carolinas/Tennessee	TN04	Morristown	TN
South	Carolinas/Tennessee	TN05	Fayette	TN
South	Carolinas/Tennessee	TN06	Giles	TN
South	Carolinas/Tennessee	TN07	Bledsoe	TN
South	Carolinas/Tennessee	TN09	Maury	TN
South	Central Texas	Dallas MTA	Dallas MTA	TX
South	Central Texas	San Antonio MTA	San Antonio MTA	TX
South	Central Texas	Victoria TX BTA	Victoria TX BTA	TX
South	Florida	Miami MTA	Miami MTA	FL
South	Florida	Tampa MTA	Tampa MTA	FL
South	Florida	Jacksonville MTA	Jacksonville MTA	FL
South	Georgia-Alabama	AL01	Franklin	AL
South	Georgia-Alabama	234	Athens	GA
South	Georgia-Alabama	17	Atlanta	GA
South	Georgia-Alabama	GA01	Whitfield	GA
South	Georgia-Alabama	GA02	Dawson	GA
South	Georgia-Alabama	GA03	Chattooga	GA
South	Georgia-Alabama	GA04	Jasper	GA
South	Georgia-Alabama	GA05	Haralson	GA
South	Houston/Gulf Coast	New Orleans MTA	New Orleans MTA	LA
South	Houston/Gulf Coast	101	Beaumont-Port Arthur	TX
South	Houston/Gulf Coast	287	Bryan-College Station	TX
South	Houston/Gulf Coast	668	Newton	TX
South	Houston/Gulf Coast	672	Chambers	TX
South	Houston/Gulf Coast	170	Galveston-Texas City	TX
South	Houston/Gulf Coast	10	Houston	TX
South	Georgia-Alabama	249	Anniston	AL
South	Georgia-Alabama	41	Birmingham	AL
South	Georgia-Alabama	226	Florence	AL
South	Georgia-Alabama	272	Gadsden	AL
South	Georgia-Alabama	120	Huntsville	AL
South	Georgia-Alabama	222	Tuscaloosa	AL
South	Georgia-Alabama	AL02	Jackson RSA	AL
West	Desert Mountain	117	Colorado Springs	CO
West	Desert Mountain	19	Denver Boulder	CO
West	Desert Mountain	210	Fort Collins-Loveland	CO
West	Desert Mountain	243	Greeley	CO
West	Desert Mountain	241	Pueblo	CO
West	Desert Mountain	CO01	Moffat	CO
West	Desert Mountain	CO03	Garfield	CO
West	Desert Mountain	CO04	Park	CO
West	Desert Mountain	CO05	Elbert	CO

**EXHIBIT B
VERIZON WIRELESS AUTHORIZED MARKETS**

Area	Region	Market #	Market Name	ST
West	Desert Mountain	CO06	San Miguel	CO
West	Desert Mountain	CO08	Kiowa	CO
West	Desert Mountain	26	Phoenix	AZ
West	Desert Mountain	77	Tucson	AZ
West	Desert Mountain	AZ02	Cocconino	AZ
West	Desert Mountain	AZ03	Navajo	AZ
West	Desert Mountain	AZ04	Yuma	AZ
West	Desert Mountain	AZ05	Casa Grande	AZ
West	Desert Mountain	AZ06 (Partial)	Graham	AZ
West	Desert Mountain	86	Albuquerque	NM
West	Desert Mountain	NM01 (Partial)	San Juan	NM
West	Desert Mountain	NM04 (Partial)	Santa Fe	NM
West	Desert Mountain	285	Las Cruces	NM
West	Desert Mountain	NM03	Catron	NM
West	Desert Mountain	NM05	Grant	NM
West	Desert Mountain	NM06 (Partial)	Lincoln	NM
West	Desert Mountain	93	Las Vegas	NV
West	Desert Mountain	BTA245	Las Vegas	NV
West	Desert Mountain	NV02	Lander	NV
West	Desert Mountain	81	El Paso	TX
West	N.CA/NV	215	Chico	CA
West	N.CA/NV	142	Modesto	CA
West	N.CA/NV	187	Stockton	CA
West	N.CA/NV	274	Yuba City	CA
West	N.CA/NV	CA08	Tehama	CA
West	N.CA/NV	CA18	Siena	CA
West	N.CA/NV	BTA028	Bakersfield	CA
West	N.CA/NV	CA07	Imperial	CA
West	N.CA/NV	171	Reno	NV
West	N.CA/NV	BTA172	Reno	NV
West	N.CA/NV	NV01	Sierr	NV
West	N.CA/NV	NV04	Mineral	NV
West	N.CA/NV	NV05	White Pine	NV
West	N.CA/NV	27	Bakersfield	CA
West	N.CA/NV	74	Fresno	CA
West	N.CA/NV	129	Salina-Seaside-Monterey	CA
West	N.CA/NV	7	San Francisco-Oakland	CA
West	N.CA/NV	27	San Jose	CA
West	N.CA/NV	124	Santa Barbara-Santa Maria-Lompoc	CA
West	N.CA/NV	175	Santa Cruz	CA
West	N.CA/NV	123	Santa Rosa-Petaluma	CA
West	N.CA/NV	111	Vallejo-Fairfield-Napa	CA
West	N.CA/NV	150	Visalia-Tulare-Porterville	CA
West	N.CA/NV	CA04	Madera	CA
West	N.CA/NV	CA05	San Luis Obispo	CA
West	N.CA/NV	CA06	Mono	CA
West	N.CA/NV	CA09	Mendocino	CA
West	N.CA/NV	CA12	Kings	CA
West	Northwest	190	Boise City	ID
West	Northwest	ID02	Idaho (South)	ID
West	Northwest	ID03	Lemhi	ID
West	Northwest	ID04	Elmore	ID
West	Northwest	ID05	Butte	ID
West	Northwest	ID06	Clark	ID
West	Northwest	ID07	Boundary (North)	ID
West	Northwest	268	Billings	MT
West	Northwest	297	Great Falls	MT
West	Northwest	MT01	Lincoln	MT
West	Northwest	MT02	Coole	MT
West	Northwest	MT03 (Partial)	Daniels	MT

**EXHIBIT B
VERIZON WIRELESS AUTHORIZED MARKETS**

Area	Region	Market #	Market Name	ST
West	Northwest	MT05	Mineral	MT
West	Northwest	MT06	Deer Lodge	MT
West	Northwest	MT07	Fergus	MT
West	Northwest	MT08	Beaverhead	MT
West	Northwest	MT09	Carbon	MT
West	Northwest	MT10	Prairie	MT
West	Northwest	135	Eugene-Springfield	OR
West	Northwest	146	Salem	OR
West	Northwest	OR01	Clatsop	OR
West	Northwest	OR04	Lincoln	OR
West	Northwest	30	Portland, OR-WA	OR
West	Northwest	158	Provo-Orem	UT
West	Northwest	39	Salt Lake City-Ogden	UT
West	Northwest	UT01	Box Elder	UT
West	Northwest	UT02	Morgan	UT
West	Northwest	UT03	Juab	UT
West	Northwest	UT04	Beaver	UT
West	Northwest	UT05 (Partial)	Carbon	UT
West	Northwest	UT06	Plute	UT
West	Northwest	270	Bellingham	WA
West	Northwest	212	Bremerton	WA
West	Northwest	WA01	Columbia	WA
West	Northwest	WA02	Okanogan	WA
West	Northwest	WA03	Ferry	WA
West	Northwest	WA04	Grays Harbor	WA
West	Northwest	242	Olympia	WA
West	Northwest	20	Seattle-Everett	WA
West	Northwest	109	Spokane	WA
West	Northwest	82	Tacoma	WA
West	Northwest	285	Casper	WY
West	Northwest	WY01	Park	WY
West	Northwest	WY02	Sheridan	WY
West	Northwest	WY03	Lincoln	WY
West	Northwest	WY04	Niagara	WY
West	Northwest	WY05	Converse	WY
West	Northwest	50	Honolulu	HI
West	Northwest	HI01	Kauai	HI
West	Northwest	HI02	Maui	HI
West	Northwest	HI03	Hawaii	HI
West	S. CAL.	18	San Diego	CA
West	S. CAL.	STA402	San Diego	CA

**EXHIBIT B1
VERIZON WIRELESS AUTHORIZED MARKETS**

Area	Region	Market #	Market Name	ST
West	Desert Mountain	CO02	Logan	CO
West	Desert Mountain	CO07	Saguache	CO
West	Desert Mountain	CO09	Costilla	CO
West	N. CA/NV	254	Redding	CA
West	N. CA/NV	35	Sacramento	CA
West	N. CA/NV	CA02	Modoc	CA
West	S. CAL.	2	Los Angeles-Long Beach	CA
West	S. CAL.	BTA262	Los Angeles	CA
West	S. CAL.	77	Oxnard-Simi Valley-Ventura	CA

**VERIZON WIRELESS
PROPRIETARY AND CONFIDENTIAL**

Revised March 25, 2004

Exhibit D
Agent Commission Plan

I. Conditions

Verizon Wireless shall pay Agent Commissions for sales activity in any of the Cellular Service Areas within the Territory set forth in Exhibit B and B-1 of the Agreement, 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 sales activity during a Commission Period within thirty (30) days after that Commission Period ends.
- B. Commissions shall be paid only with respect to CSAs 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) does not remain active on the Verizon Wireless' system or generates no airtime for the first ninety (90) consecutive days of service; (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. In the Territories set forth in Exhibit B and B-1, no Commissions shall be paid to Agent for CTS referrals if Verizon Wireless notifies Agent that the Subscriber either terminated service within one hundred and eighty days (180) days prior to the then-current activation or had previously terminated Verizon Wireless' service twice during the preceding twelve (12) months, 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 CTS is obtained by Verizon Wireless or by any other agent, retailer or reseller of Verizon Wireless' or third parties, even though Agent may have previously solicited the Subscriber who placed the order or made the purchase.

II. Commissions

A. Activations

Verizon Wireless shall pay and Agent shall accept a one-time commission payment for each Number activated on an Authorized Published Post Paid Rate Plan with a minimum twelve (12) month service agreement, excluding Numbers assigned by Verizon Wireless for demonstration purposes, ("Activation Commission") as set forth in Table 1 below. In order to be eligible for this compensation, Agent must submit to Verizon Wireless for approval, a salesperson compensation program that creates a meaningful incentive to sell Level IV plan types. Agent's failure to implement and continue such salesperson compensation program will result in discontinuance of the Level IV plan type upon written notice by Verizon Wireless.

TABLE 1

Plan Type	Activation Commission
Level I	\$156.00
Level II	\$231.00
Level III	\$191.00
Level IV	\$260.00

The rate plan categories for the Cellular Service Area within the Territory of the Agreement are as follows:

Level I-Published DIGITAL consumer and business rate plans with monthly access rates less than or equal to \$20.00 and all published ANALOG consumer and business rate plans.

Level II-Published DIGITAL consumer and business rate plans with monthly access rates from \$20.01 to \$59.98. Digital plans are those rate plans that require the Subscriber to utilize 800 MHz CDMA equipment.

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

Level IV-Published DIGITAL consumer and business rate plans with monthly access greater than or equal to \$59.99.

B. Enhanced Service Features

Verizon Wireless will pay Agent for each new Subscriber enrolled onto an enhanced service feature by Agent according to the schedule below if Subscriber pays an additional monthly fee for such enhanced service features provided these features are neither bundled in the rate plan at the time of activation nor are being offered at no additional charge as part of a network 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 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 features for any reason within ninety (90) consecutive days or less after the Subscriber's activation date or enrollment onto an enhanced service feature, amounts owed Agent by Verizon Wireless will be reduced by the amount of the enhanced service 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 2 below:

TABLE 2

Enhanced Feature Access	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 price plan or program for one (1) year. If Subscriber upgrades and executes a new agreement for an eligible two (2) or three (3) year price plan commission will be one hundred seventy five dollars (\$175.00). Notwithstanding the foregoing, in markets where only analog service is available if a Subscriber upgrades analog equipment on an eligible price plan or program commission will be one hundred and forty dollars (\$140.00).

In order to be eligible to participate in the 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, two, or three year agreement to extend Verizon Wireless' service on an eligible upgrade price plan or program
- After the initial upgrade, Subscriber may only upgrade once each year from the date of the last upgrade.
- Agent must ensure that Subscriber signs the most recent version of Verizon Wireless' Cellular Service Agreement.

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

Fulfillment of equipment shall be made by Agent. Cellular equipment provided must be digital, authenticatable and compatible with Verizon Wireless' network and must be programmed with Verizon Wireless' then current preferred roaming list in digital markets. Phones provided for Verizon Wireless' National SingleRate Plans must be digital, tri-mode phones programmed with Verizon Wireless' then current preferred roaming list. Failure to provide correct phones will result in chargeback of commission.

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 PhoneMart locations in the Territory in Verizon Wireless' company owned retail channel advertising where appropriate.

IV. Business Development Fund

During the term of this Agreement, Verizon Wireless shall accrue an allowance of ten dollars (\$10.00) per activation of a Number on a digital Authorized Rate Plan or analog Authorized Rate Plan (excluding Prepaid plans) with a minimum twelve (12) month service agreement by Agent ("Business Development Fund" or "BDF"). Said Business Development Funds are to be specifically used to market Verizon Wireless' CTS in conjunction with the sale of Agent's cellular 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.