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June 15, 2006

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
PO Box 30221
Lansing, MI 48909

Re: In the matter, on the Commission's own motion, on the Certification of Eligible
Telecommunications Carriers
MPSC Case No. U-14900
American Cellular Corporation

Dear Ms. Kunkle:

Attached for filing please find the Public portions of American Cellular Corporation's Eligible Telecommunications Carrier Certification and Report filed in the above captioned proceeding. The Confidential portion of this report will be submitted under seal. The Public documents have been filed, in paperless format, with the Commission's Electronic Case Filing System.

Very truly yours,

CLARK HILL PLC



Haran C. Rashes

HCR:pat
Enclosures

Cc: Philip Schenkenberg
Jonathan Clark

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STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter, on the Commission's Own)
Motion, on the Certification of Eligible)
Telecommunications Carriers.)

AMERICAN CELLULAR CORPORATION)
)
)

Case No. U-14900

ETC CERTIFICATION AND REPORT FOR
AMERICAN CELLULAR CORPORATION

June 15, 2006

I. INTRODUCTION

In accordance with the standards and requirements established by the Michigan Public Service Commission (“Commission”),¹ American Cellular Corporation (“ACC” or “the Company”) submits this ETC Certification and Report and respectfully requests the Commission certify ACC’s eligibility for high-cost support from the federal universal service fund for calendar year 2007. In the *Annual Certification Order*, the Commission adopted the annual reporting and certification requirements as established by the Federal Communications Commission (“FCC”) in FCC 05-46 (“*March 17 Order*”)² and codified at 47 C.F.R. §§ 54.202, 54.209. For ease of reference, ACC’s demonstrated compliance with the Commission’s annual reporting and certification standards will be based on citations to the FCC’s regulations and to the ETC Applicant Checklist (“*Checklist*”) that was Attachment A to the *Annual Certification Order*.

II. BACKGROUND

ACC is licensed by the FCC to provide commercial mobile radio service (“CMRS”) in Michigan. Nationally, ACC provides CMRS in portions of Kentucky, Michigan, Michigan, New York, Ohio, Oklahoma, Pennsylvania, West Virginia, and Wisconsin. As of December 31, 2005, ACC provided service to more than 669,700 subscribers. In August 2003, ACC became a wholly-owned, indirect subsidiary of Dobson Communications Corporation, and the consolidated company now serves over 1.5 million wireless subscribers in sixteen States. In

¹ *In the Matter, on the Commission’s own motion, to examine the Commission’s role in eligible telecommunications carrier determinations, Order Setting Filing Requirements and Adopting FCC Standards for Designating Eligible Telecommunications Carriers*, Case No. U-14530 (April 13, 2006) (“*Annual Certification Order*”).

² *Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, FCC 05-46 (rel. March 17, 2005) (“*March 17 Order*”).

Michigan, ACC and Dobson Cellular Systems provide service together under the name “CellularOne from Dobson Cellular Systems.”³

By Order dated November 10, 2005 in MPSC Case No. U-14483, the Commission granted ACC designation as an eligible telecommunications carrier (“ETC”) for certain service areas within the State of Michigan. As a result, ACC is currently designated as a federal ETC in certain wire centers served by Michigan Bell Telephone Company and the entire study areas of Baraga Telephone Company, Chatham Telephone Company d/b/a TDS Telecom, Midway Telephone Company, Ontonagon County Telephone Company, and Upper Peninsula Telephone Company. These areas are collectively referred to as ACC’s “Designated Areas.” **Exhibit A** is a list of wire centers and study area numbers for the areas for which ACC is eligible to receive universal service support in 2007.⁴

For matters relating to this filing, or to universal service matters in general, the company's contact person is:

Jonathan Clark
Corporate Development Manager
Dobson Cellular Systems, Inc.
14201 Wireless Way
Oklahoma City, OK 73134-2512
Jonathan.Clark@dobson.net⁵

³ Dobson Cellular Systems is also designated as an ETC in Michigan and is filing a separate ETC Certification and Report.

⁴ This is the information requested by *Checklist* item 2. The switch names for these wire centers are contained within **Confidential Trade Secret Appendix 2 to Exhibit B**.

⁵ This is the information requested by *Checklist* item 1.

III. ACC SATISFIES EACH OF THE COMMISSION'S REQUIREMENTS SET FORTH IN SECTION 54.202(a)

Section 54.202(b) of the FCC's Rules requires a common carrier previously designated by the Commission as an ETC to submit the information required by FCC Rule 54.202(a). The Commission has required that this information be filed no later than June 15, 2006.⁶ ACC respectfully submits the following information in satisfaction of this requirement.

A. ACC Commits To Provide Service Throughout Its Designated Areas To All Customers Making A Reasonable Request For Service

ACC commits to provide service throughout its Designated Areas to all customers making a reasonable request for service in compliance with the Commission's adoption of FCC Rule 54.202(a)(1)(i). For purposes of evaluating the provision of service upon request from a potential customer within its Designated Areas, ACC hereby certifies that it will:

1. Provide service on a timely basis to requesting customers within its Designated Areas where its network already serves the potential customer's premises; and
2. Provide service within a reasonable period of time, if the potential customer's premises is located within ACC's Designated Areas, but outside its existing network coverage, if service can be provided at reasonable cost by:
 - (a) Modifying or replacing the requesting customer's equipment;
 - (b) Deploying a roof-mounted antenna or other equipment;
 - (c) Adjusting the nearest cell tower;
 - (d) Adjusting network or customer facilities;
 - (e) Reselling services from another carrier's facilities to provide service; or
 - (f) Employing, leasing or constructing an additional cell site, cell extender, repeater, or other similar equipment.

⁶ *Annual Certification Order*, p. 5.

If service cannot be offered at reasonable cost using one of these options, ACC will report the unfulfilled service request to the Commission and describe how it attempted to provide service consistent with the Commission's requirement based on FCC Rule 54.209(a)(3).

B. ACC's Service Improvement Plan

ACC has developed a five-year plan that describes with specificity projected improvements or upgrades to its network throughout its Designated Areas ("Service Improvement Plan") at the wire center level. The Service Improvement Plan includes all information required by FCC Rule 54.202(a)(1)(ii) and *Checklist* items 3(a) – 3(f) for calendar years 2007 - 2011.⁷ ACC's Service Improvement Plan is attached as **Exhibit B** and includes **Confidential Trade Secret Appendix 1, Confidential Trade Secret Appendix 2, and Confidential Trade Secret Appendix 3.**

ACC's Service Improvement Plan demonstrates how signal quality, coverage and capacity will continue to improve on a wire center basis due to ACC's receipt of federal high-cost universal service support; the projected start date and completion date for each improvement; the estimated amount of investment for each project; the specific wire centers where the improvements are expected to be made; and the estimated population that will be served as a result of the improvements. Because ACC's Service Improvement Plan identifies improvements and upgrades that will impact every designated wire center in Michigan, ACC need not provide a further demonstration of how "funding will otherwise be used to further the

⁷ *Checklist* item 3(d) is inapplicable at this time, as this is ACC's first Service Improvement Plan.

provision of supported services” in areas not covered by its Service Improvement Plan. 47
C.F.R. § 54.202(a)(1)(ii).⁸

C. ACC Has Adequately Prepared For Emergency Situations

ACC provides the following information demonstrating its ability to remain functional in emergency situations consistent with FCC Rule 54.202(a)(2) and *Checklist* item 4. ACC has reasonable amounts of back-up power to ensure functionality without an external power source, and has implemented reasonable practices to reroute traffic around damaged facilities and manage traffic spikes resulting from emergency situations.

1. ACC’s Disaster Recovery Plan

ACC and its affiliate, Dobson Cellular Systems, have prepared and implemented Disaster Recovery Plans that cover the State of Michigan. In forming these plans, the Company has evaluated the types of emergency situations most likely to impact networks in Michigan, and has established policies designed to ensure ACC is properly prepared to respond when emergencies do occur.

2. Back-Up Power

As part of the Company's Disaster Recovery Plan, all switches that serve Michigan have 8 hours of battery backup, and almost all cell sites have at least 4 hours (and up to 8 hours) of battery backup. Critical computer systems are connected to uninterruptible power supply

⁸ Consistent with Section 254(e), high-cost universal service support can be used for the provision, maintenance, and upgrading of facilities and services for which support is intended. This includes operations expenses as well as capital expenses. While ACC anticipates that the majority of its high-cost support will contribute towards the cost of network improvements or upgrades, this is not required, and ACC's plans may change over time to require allocation of universal service support towards the cost of provisioning service.

systems to protect against the loss of important data. In addition, the Company has 6 25KW portable generators that are available to ACC's Michigan operations.

3. Rerouting of Traffic/Network Redundancy

ACC provides for redundancy in its wireless network through several means. First, ACC generally builds out its network so that adjacent sites have some coverage overlap, so that if one site is down a consumer may be able to establish a connection with an adjacent site. Second, the Company often places new sites to provide additional capacity in an area, which has the effect of providing a redundant path to ACC's network. Third, ACC has 2 mobile deployable cell sites available to its Michigan markets. If a cell tower were to go down the Company could deploy a mobile cell site, providing network redundancy. Fourth, if damaged facilities prevent an ACC customer from accessing ACC's network, the customer's handset will automatically search for the network of a roaming partner.

These practices are reasonable and consistent with industry standards. As a result, ACC has implemented reasonable practices to reroute traffic around damaged facilities consistent with FCC Rule 54.202(a)(2).

4. Traffic Spikes

ACC has implemented reasonable practices to manage traffic spikes resulting from emergency situations. ACC engineers its network to accommodate traffic spikes by limiting call blocking to 1% or fewer of calls made during the busiest hour. The traffic levels that are caused by emergency situations anticipated in Michigan – power outages, fire, floods, tornados, ice storms, high winds, blizzards – are properly managed within these engineered capacity levels. In addition, as noted above, the Company does have access to deployable cell site equipment which could be used to add capacity, not just coverage, in the case of an emergency situation that caused unusual traffic spikes. Finally, ACC has the ability to enhance voice channel capacity by

turning off data services, but this is difficult and is done only as a last resort. As a result, ACC has implemented reasonable practices to manage traffic spikes consistent with FCC Rule 54.202(a)(2).

D. ACC Will Satisfy Applicable Consumer Protection And Service Quality Standards Within Its Designated Areas, Including Compliance With The CTIA Consumer Code

ACC will satisfy applicable consumer protection and service quality standards throughout its Designated Areas. *Checklist* item 5 requests three categories of information, which are discussed below.

First, **Exhibit C** contains 1) ACC's Consumer Privacy Policy, which provides an appropriate and lawful level of protection with regard to consumer information that the Company collects online, 2) ACC's Customer Service Agreement, which reflects ACC's obligation to protect customer proprietary network information, and 3) a portion of the Company's employee handbook, which requires all employees to respect the confidentiality of customer data.

Second, ACC has complied with, and commits to complying with, the CTIA – The Wireless Association's Consumer Code for Wireless Service ("Consumer Code"). As set forth in FCC Rule 54.202(a)(3), a commitment by a wireless carrier to comply with the Consumer Code satisfies the requirement to comply with applicable consumer protection standards. Dobson Communications, along with its subsidiaries (including ACC) became a voluntary signatory to the Consumer Code in 2003. Since adopting the Consumer Code, Dobson/ACC has implemented the policies and practices required of signatories throughout its Designated Areas. This means that ACC has implemented policies so that it:

- (1) Discloses rates and terms of service to consumers.
- (2) Makes available maps showing where service is generally available.
- (3) Provides contract terms to customers and confirms changes in service.

- (4) Allows a trial period for new service.
- (5) Provides specific disclosures in advertising.
- (6) Separately identifies carrier charges from taxes on billing statements.
- (7) Provides customers the right to terminate service for material changes to contract terms.
- (8) Provides ready access to customer service.
- (9) Promptly responds to consumer inquiries and complaints received from government agencies.
- (10) Abides by policies for protection of customer privacy.

As a signatory, Dobson/ACC demonstrates to CTIA its compliance with the Consumer Code on an annual basis in order to be authorized to display the CTIA Seal of Wireless Quality/Consumer Information. A copy of CTIA's most recent certification issued to Dobson/ACC is attached as **Exhibit D**.

Third, **Exhibit E** contains sample advertisements and informational materials that ACC provides prospective customers of Lifeline and Link-Up services.

E. ACC Offers A Local Usage Plan Comparable To The Service Offerings Of The Incumbent LECs Serving ACC's Designated Areas

ACC offers a local usage plan comparable to the service offerings of the incumbent LECs serving its Designated Areas consistent with FCC Rule 54.202(a)(4). The requirement to offer a comparable local usage plan was adopted by the FCC to substantiate the obligation under FCC Rule 54.101(a)(2) to provide "local usage." Local usage is defined in Rule 54.101(a)(2) as "an amount of minutes of use of local exchange service, prescribed by the [FCC], provided free of charge to end users." Rather than adopt a requirement to provide a specific amount of local usage, the FCC required competitive ETCs to provide at least one offering that contains an

amount of local usage that is comparable to the local usage offered by the incumbent LEC.⁹ Thus, this rule requires a comparison of the amount of local minutes in a competitive ETC's plan versus an incumbent LEC's plan, recognizing that a plan with a lower number of minutes but a larger local calling area may be "comparable" to a plan with more minutes within a smaller local calling area.¹⁰

ACC offers customers generally available plans with varying amounts of local usage, including plans with unlimited state-wide calling. ACC's service plans, including the amount of local usage in each plan are set forth in **Exhibit F**. These plans are offered throughout ACC's Michigan service territory.¹¹ Consistent with FCC Rule 54.202(a)(4), each of these plans is a comparable local usage plan.

F. ACC Acknowledges the FCC May Require It to Provide Equal Access In A Designated Area In the Event That No Other ETC In the Service Area Is Providing Equal Access

Consistent with FCC Rule 54.202(a)(5), ACC hereby acknowledges that the FCC, pursuant to 47 U.S.C. § 332(c)(8), may require it to provide equal access to long distance carriers in the event that no other ETC is providing equal access within one of its Designated Areas in Michigan.

Checklist item 7 asks whether a carrier has provided information regarding its ability to become the sole ETC and serve all of the areas' customers. This information is not required by

⁹ *March 17 Order*, ¶ 33 ("In the *First Report and Order*, the Commission determined that an ETC should provide some minimum amount of local usage as part of its "basic service" package of supported services, but declined to specify the exact amount of local usage required. We believe the Commission should review an ETC applicant's local usage plans on a case-by-case basis.").

¹⁰ *Id.*

¹¹ This information was requested in *Checklist* item 6.

FCC Rules 54.202 or 54.209. The FCC's Rules provide a process by which the Commission can ensure that customers will continue to be served if an ETC relinquishes its designation. Under 47 U.S.C. § 214(e)(4), an ETC must seek permission from a State to relinquish its ETC designation. The State can then manage the process over a course of year, giving remaining ETCs the time to either purchase or build additional facilities to ensure that remaining customers will continue to be served. In the unlikely event that an ILEC sought to relinquish its ETC designation in Michigan, ACC would participate in that proceeding, would work with the Commission to determine the additional coverage and capacity that would be necessary to serve remaining customers, and would take appropriate action so that it could meet the needs of consumers wishing to subscribe to ACC's services.

IV. ACC'S ANNUAL REPORTING IN ACCORDANCE WITH SECTION 54.209(a)

FCC Rule 54.209(a) requires a common carrier previously designated by the Commission as an ETC to file certain additional information annually. The Commission has required that this information be filed no later than June 15.¹² ACC respectfully submits the following information in satisfaction of the Commission's annual reporting requirement.

A. ACC's Progress Report on its Service Improvement Plan

When adopting the new annual reporting rules, the FCC required a carrier that had not previously filed a Service Improvement Plan to include a description of improvements or upgrades it has made since the date of its designation.¹³ This information was also requested in *Checklist* item 3(b).

¹² *Annual Certification Order*, p. 4.

¹³ *March 17 Order*, ¶ 68 n. 191.

Confidential Trade Secret Appendix 1 to Exhibit A includes the amount of universal service funding received since the company's designation as an ETC, and details relating to improvements made in the areas of signal quality, coverage and capacity with those funds.

B. ACC's Network Outages In Michigan Designated Areas

The Commission has adopted FCC Rule 54.209(a)(2), which requires an ETC to make an annual filing of outages within its Designated Areas. *Checklist* item 3(g) provides that this information is to be reported for the preceding calendar year. FCC Rule 54.209(a)(2) requires outage reports of:

detailed information on any outage, as that term is defined in 47 C.F.R. § 4.5, of at least 30 minutes in duration for each service area in which an eligible telecommunications carrier is designated for any facilities it owns, operates, leases, or otherwise utilizes that potentially affect (a) at least ten percent of the end users served in a designated service area; or (b) a 911 special facility, as defined in 47 C.F.R. § 4.5(e). Specifically, the eligible telecommunications carrier's annual report must include information detailing: (a) the date and time of onset of the outage; (b) a brief description of the outage and its resolution; (c) the particular services affected; (d) the geographic areas affected by the outage; (e) steps taken to prevent a similar situation in the future; and (f) the number of customers affected.

Because ACC was designated as an ETC on November 10th, 2005, this report will contain data only from the date of designation through December 31st, 2005. In addition, ACC did not have procedures in place during that time to track outages affecting 10% of end users in a designated service area, which is a different standard than what is tracked under the FCC's outage reporting rules in 47 C.F.R. Pt. 4. As a result, the outages within **Confidential Trade Secret Exhibit G** are not limited to those that potentially affect 10% of subscribers in a service area, and so **Exhibit G** contains more than what is called for under 47 C.F.R. § 54.209(a)(2). In addition, each ACC's report has a separate line item for each cell site, even where a single event caused multiple sites to go down.

C. ACC's Unfulfilled Requests For Service

The Commission has adopted FCC Rule 54.209(a)(3), which requires an ETC to make an annual report of the number of requests for service from potential customers within the ETC's designated service areas that were unfulfilled during the past year. *See Checklist* item 3(h). The filing must also detail how it attempted to provide service to those potential customers as set forth in FCC Rule 54.202(a)(1)(i). Neither the Commission's *Annual Certification Order* nor FCC Rule 54.209(a)(3) establishes the time period to be covered by a report of unfulfilled requests for service. ACC has adopted the calendar year as an appropriate time period for purposes of meeting a June 15 filing deadline. Since ACC was designated as an ETC on November 10th, 2005, this report will contain data only from the date of designation through December 31st, 2005. ACC has no unfulfilled requests for service to report for this time period.

D. ACC's Complaints Per 1,000 Handsets Or Lines

The Commission has adopted FCC Rule 54.209(a)(4), which requires an ETC to annually report the number of complaints per 1,000 handsets or lines. *See Checklist* item 3(i). Neither the Commission's *Annual Certification Order* nor FCC Rule 54.209(a)(4) establishes the time period to be covered by a report of complaints received. ACC has adopted the calendar year as an appropriate time period for purposes of meeting a June 15 filing deadline. Since ACC was designated as an ETC on November 10th, 2005, this report contains data only from the date of designation through December 31st, 2005. During this time period ACC received .46 complaints per 1,000 handsets for its Designated Areas from the Commission, FCC, the Michigan Attorney General, or the Better Business Bureau.

E. ACC's Certification Regarding Applicable Service Quality Standards And Consumer Protection Rules

FCC Rule 54.209(a)(5) requires an ETC to certify that it is complying with applicable service quality standards and consumer protection rules. ACC's compliance with the terms and conditions of the CTIA Consumer Code meets this requirement. *See supra* Section III(D). ACC certifies that it has complied and will continue to comply with the principles set forth therein.

F. ACC's Certification Regarding Its Provision Of A Comparable Local Usage Plan

FCC Rule 54.209(a)(7) requires an ETC to certify that it has a local usage plan comparable to the incumbent LEC in the relative service areas. As noted above, ACC has many generally available comparable service offerings in its Designated Areas. *See supra* Section III(E). ACC certifies that it offers and will continue to offer at least one comparable local usage plan as required by Section 54.209(a)(7).

G. ACC's Certification Regarding The FCC's Ability To Provide Equal Access

ACC hereby certifies that the FCC, pursuant to 47 U.S.C. § 332(c)(8), may require it to provide equal access to long distance carriers in the event that no other ETC is providing equal access within one of its Designated Areas.

V. **CONCLUSION**

Based on the foregoing information, American Cellular Corporation respectfully requests the Commission to certify to the FCC and USAC its eligibility to receive federal universal service support in accordance with 47 C.F.R. §§ 54.313 and 54.414.

Respectfully Submitted,



By: _____

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Date: June 15, 2006

Attorneys For American Cellular Corporation

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

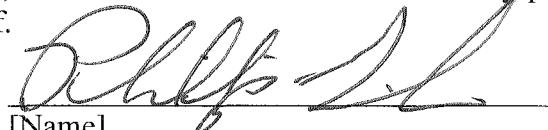
In the matter, on the Commission's Own Motion, on the
Certification of Eligible Telecommunications Carriers

Case No. U-14900

CERTIFICATION

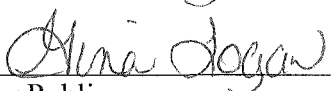
The undersigned, Phillip J. Giachino, Vice President, do hereby certify as follows:

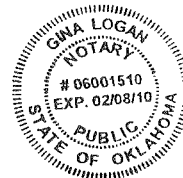
1. I serve as Vice President for Dobson Communications Corporation and each of subsidiaries, including American Cellular Corporation.
2. This certification is submitted in support of ACC's ETC Certification and Report in MPSC Case No. U-14530.
3. I have reviewed the ETC Certification and Report and the facts stated therein, of which I have personal knowledge, are true and correct to the best of my present knowledge, information and belief.


[Name]

Subscribed and sworn to before me
this 13 day of June, 2006.

(NOTARY SEAL)


Notary Public



STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter, on the Commission's Own)
Motion, on the Certification of Eligible
Telecommunications Carriers.)

AMERICAN CELLULAR CORPORATION)
)
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Case No. U-14900

SUMMARY OF EXHIBITS

Exhibit A – List of Wire Centers Within Scope of ETC Designation

Exhibit B – Service Improvement Plan for the State of Michigan

Confidential Trade Secret Appendix 1 – Update Since Designation

Confidential Trade Secret Appendix 2 – Projected Network Upgrades and Improvements

Confidential Trade Secret Appendix 3 – Map of Projected Coverage of New Cell Towers

Exhibit C – ACC's Consumer Privacy Policies

Exhibit D – CTIA Certification Regarding Compliance with Consumer Code for Wireless Service

Exhibit E – Sample Advertisements and Informational Materials Provided to Prospective Lifeline/Link-Up Customers.

Exhibit F – Michigan Service Plans

Confidential Trade Secret Exhibit G – Reports of Outages Between November 10, 2005 and December 31, 2005

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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AMERICAN CELLULAR CORPORATION)
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Case No. U-14900

EXHIBIT A

LIST OF WIRE CENTERS WITHIN SCOPE
OF ETC DESIGNATION

EXHIBIT A

ACC'S DESIGNATED ETC SERVICE AREAS - MICHIGAN

NON-RURAL TELEPHONE COMPANY WIRE CENTERS		
Non-Rural Telephone Company	Service Area Code	Wire Center
Michigan Bell Telephone Company	305090	AMSAMIMN BRLDMIMN BRRVMIMN BSMRMIMN CALMMIMN CHMPMIMN CHNGMICR CHSLMIMN CRFLMIMN GWNNMIMN HNCCMIMN HRVYMIMN IRMTMIMN IRRVIMIMN IRWDMIMN ISHPMIMN KWNWMIMN LKLIMIMN MCHGMIMN MNMNMINB MRQTMIMN NGNEMIMN NRWYMINW PWRSMIMN RPBLMIMN STSNMIST WKFDMIMN WTRMMIMN

EXHIBIT A

ACC'S DESIGNATED ETC SERVICE AREAS - MICHIGAN

RURAL TELEPHONE COMPANY WIRE CENTERS		
Rural Telephone Company	Service Area Code	Designated Wire Centers
Baraga Tel. Co.	310675	ALTNMIXI BARGMIXJ LNSEMIXI TPLAMIXI
Chatham Tel. Co. dba TDS Telecom	310685	AUTRMIXI CHHMMIXI SKNDMIXI SNRVMIXI TRNYMIXI
Midway Tel. Co.	310711	GDLKMIXI TRCKMIXJ WTTNMIXJ
Ontonagon County Tel. Co.	310717	BRCRMIXJ EWENMIXI MASSMIXI ONTNMIXI RKLDMIXI WHPIMIXI
Upper Peninsula Telephone Company	310732	CRNYMIXJ DNKNMIXI FLCHMIXI FNRVMIXI FTHRMIXI LKGOMIXI MHGFMIXI MRNSMIXI NLNDMIXI SMLKMIXI WLLCMIXA WTMQMIXI AMBLMIXJ CTPOMIXJ DRISMIXI GRHRMIXI MRVRMIXI RXTNMIXI SCPTMIXI

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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Case No. U-14900

EXHIBIT B

**SERVICE IMPROVEMENT PLAN
FOR THE
STATE OF MICHIGAN**

See attachment

SERVICE IMPROVEMENT PLAN FOR THE STATE OF MICHIGAN FOR AMERICAN CELLULAR CORPORATION

I. INTRODUCTION

American Cellular Corporation (“ACC” or “the Company”) submits the following Service Improvement Plan pursuant to the standards established by the Michigan Public Service Commission (“Commission”).¹ The Commission adopted the annual reporting and certification requirements as established by the Federal Communications Commission (“FCC”) and codified at 47 C.F.R. §§ 54.202 and 54.209. ACC was designated as an eligible telecommunications carrier (“ETC”) for certain service areas within the State of Michigan (the “Designated Areas”) by Commission Order dated November 10, 2005 in MPSC Case No. U-14483.

FCC Rule 54.202(a)(1)(i) requires the submission of a Service Improvement Plan setting forth projected uses of support for improvements or upgrades to the carrier’s network on a wire center basis. FCC Rule 54.202(a)(1)(i) further requires an applicant to describe how signal quality, coverage or capacity will improve due to the receipt of high-cost universal service support.

As set forth in the *Annual Certification Order* and FCC Rule 54.202(b), a common carrier previously designated by the Commission as an ETC must submit the information required by Section 54.202(a) no later than June 15, 2006. In compliance with FCC Rules 54.202(a)(1)(i) and 54.202(b), the Service Improvement Plan set forth below describes ACC’s projected use of federal high-cost universal service support for the period January 1, 2007

¹ *In the Matter, on the Commission’s own motion, to examine the Commission’s role in eligible telecommunications carrier determinations, Order Setting Filing Requirements and Adopting FCC Standards for Designating Eligible Telecommunications Carriers*, Case No. U-14530 (April 13, 2006) (“*Annual Certification Order*”).

through December 31, 2011 for the provision of service, and maintenance and upgrading of facilities used to deliver supported services in its Designated Areas.

II. PROGRESS ON PRIOR IMPROVEMENTS AND UPGRADES

ACC is filing its first formal Service Improvement Plan. When adopting the new annual reporting rules, the FCC required a carrier that had not previously filed a Service Improvement Plan to include a description of improvements or upgrades it has made since the date of its designation.² This information was also requested in *Checklist* item 3(b).

Confidential Trade Secret Appendix 1 includes the amount of universal service funding received since the company's designation as an ETC, and details relating to improvements made in the areas of signal quality, coverage and capacity with those funds.

III. PROJECTED HIGH-COST SUPPORT

Pursuant to Section 254(e) of the Act, a carrier eligible to receive federal high-cost universal service support shall use such support “only for the provision, maintenance, and upgrading of facilities and services for which the support is intended.” Consistent with Section 254(e) and FCC Rules 54.313 and 54.314, ACC hereby certifies that all federal high-cost universal service support received will be used only for the provision, maintenance, and upgrading of facilities and services for which the support is intended.

Based on the Company's most recent line counts and the per-line support projections of the Universal Service Administrative Company (“USAC”), ACC currently estimates that it will receive approximately \$700,000 per year in federal high-cost universal service support during the five years covered by the Service Improvement Plan. The total projected amount of high-cost support used to develop the service improvement plan is \$3.5 million. The actual amount of

² *March 17 Order*, ¶ 68 n. 191.

universal service support received by the Company for either year may vary from this estimate as universal service funding levels and subscribership change over time. In addition, if these anticipated amounts are not received, Dobson reserves the right to modify its Service Improvement Plan accordingly.

IV. NETWORK IMPROVEMENTS AND UPGRADES

ACC's Service Improvement Plan consists of projects that will improve and upgrade the Company's network within its Designated Areas in Michigan. Attached as **Confidential Trade Secret Appendix 2** is a spreadsheet describing the types of facilities or improvements, locations, estimated population covered,³ projected budget and estimated deployment schedule for each of these projects. ACC will use federal high-cost universal service support to assist it in completing these improvements on its proposed timeline. **Confidential Trade Secret Appendix 3** is a map that shows the signal coverage associated with network improvements that will increase network coverage in the state.

The selection of these projects is based on the Company's evaluation of many factors, including current consumer demand, competitive forces, available capital, and others. As these factors changes, the Service Improvement Plan may be modified. In addition, forces beyond the Company's control (for example, zoning issues related to cell site placement) may result in modifications to planned projects or timelines. As a result, the content and timing of the projects in **Confidential Trade Secret Appendix 2** is subject to change.

³ FCC Rule 54.202(a)(1)(ii) does not identify how a company determines the population affected by a network improvement. ACC has listed the total population of the affected wire center. This should be considered only a rough estimate of the number of consumers who could be affected by these improvements.

V. ANNUAL PROGRESS REPORT

As required by the Commission, ACC will file, on or before June 1, 2007, a progress report on its Service Improvement Plan. As noted above, the Company's identification of projects in the Service Improvement Plan has been based on the information available to it today, and is subject to change over time for many reasons. Projected expenses are estimates, and actual expenses may vary significantly from these estimates. As a result, ACC's June 1, 2007 progress report will reflect amendments, modifications, and adjustments that occur between now and that time.

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC Service COMMISSION

In the matter, on the Commission's Own Motion, on the
Certification of Eligible Telecommunications Carriers

Case No. U-14900

CERTIFICATION

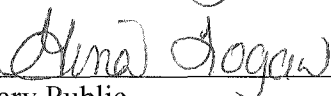
The undersigned, Phillip J. Giachino, Vice President, do hereby certify as follows:

1. I serve as Vice President for Dobson Communications Corporation and each of subsidiaries, including American Cellular Corporation.
2. This certification is submitted in support of ACC's ETC Certification and Report in MPSC Case No. U-14530.
3. I have reviewed the Service Improvement Plan and the facts stated therein, of which I have personal knowledge, are true and correct to the best of my present knowledge, information and belief.


[Name]

Subscribed and sworn to before me
this 13 day of June, 2006.

(NOTARY SEAL)


Notary Public



STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the matter, on the Commission's Own)
Motion, on the Certification of Eligible)
Telecommunications Carriers.)

AMERICAN CELLULAR CORPORATION)
)
)

Case No. U-14900

EXHIBIT C
ACC'S CUSTOMER PRIVACY POLICIES

Dobson Cellular Systems, Inc., d/b/a Cellular One and our affiliate entities (collectively "DCS") developed this Privacy Policy as an extension of our commitment to combine world class wireless services with the highest level of integrity in dealing with our customers. This Policy was designed to assist you in understanding how we collect, use, and safeguard the personal information you provide to us and to assist you in making informed decisions when using our site and our services. This Policy covers the sites of www.dobson.net, www.celloneusa.com and www.dobsoncellular.com.

General

DCS is the sole owner of the information collected on www.dobson.net, www.celloneusa.com and www.dobsoncellular.com. DCS collects information from users at several different points on our site. We will not sell, share or use this information in ways different from what is disclosed in this statement. This Policy does not apply to information that is collected from you by other means (including offline) or from other sources. Your use of this site constitutes your acceptance of the terms and conditions contained in this Policy and your consent to any action we take with respect to your information that is in compliance with this Policy.

We may change the terms and conditions of this Policy, so users are encouraged to review our Privacy Policy from time to time. Your continued use of this site following the posting of changes to the Policy means that you accept such changes.

Our web site is not designed to attract children under the age of 13. Online ordering of our products or services is strictly limited to adults, 18 and older.

Information Collection and Use

We require you to provide us with certain information about yourself when you use our site and when you request products and services. We request information from the user upon login and on our order form. A user must provide contact information (such as name, email, shipping address, and for bill payment purposes the last four digits of a user's social security number) and financial information (i.e., account or credit card numbers). Contact information from the order form is used to send orders and information and to get in touch with our customers when necessary. Financial information is used solely for billing purposes.

In a business agreement, our customer is a business or other entity purchasing service for employees or other authorized users. If you receive certain benefits through a business or government customer's agreement with us, this Policy will generally govern your personal information. However, if you receive service where a business or government entity pays your charges or is otherwise liable for the charges, we share your account information with that entity. If you receive certain benefits tied to a business agreement, but you are liable for your own charges, then we share account information with that entity to verify your continuing eligibility for such benefits.

Our definition of personal information does not include "aggregate" information. Aggregate information is data we collect about a group or category of services or customers from which individual customer identities have been removed. For example, we could prepare a report

that indicates that a certain number of our customers always use their wireless services at a certain time of day from a specific geographical area. Aggregate data helps us understand trends and needs of our customer so that we can better consider new services or tailor existing services to customer desires. The aggregate data also might be purchased by or shared with a third party, for example one interested in locating a business in a particular part of town.

We collect information from you when you participate in contests and surveys, when you respond to requests for feedback, and when you submit postings to public areas of our site, such as moderated discussions and bulletin boards. The information we collect may include information from which you may be personally identified ("Personally Identifiable Information"), such as name, postal address, telephone number, fax number and e-mail address, and also may include certain business information, such as employer name, occupation, job function, job title and buying information (e.g., preferences or history). We also will collect credit card and related information when you request a product or service (including registering for the site) for which there is a charge. This site only collects Personally Identifiable Information with your knowledge.

Third Party Intermediaries

We use an outside shipping company to ship orders, and a credit card processing company to bill users for goods or services. These companies do not retain, share, store or use personally identifiable information for any secondary purpose.

We will not sell or disclose information to third parties without your consent or as otherwise provided in this Policy. You should know, however that when you sign up or use any of our products or services we may use information about who you are and where and when you browse on the Web, where your wireless device is located, and how you use our network, or other information as described in this policy. We do this in order to provide you with better service and to enrich your user experience.

Some of the materials included on this site, including advertising, may be serviced by third parties. These third parties, in the course of serving such materials, may collect information regarding your use of this site and how you respond to e-mail communications, using methods that may include those described in the preceding paragraph. Collection, use, disclosure, and security of information collected by third parties are subject to the privacy policies of those third parties.

How We Use Your Information

We use Personally Identifiable Information that we collect on this site for the following purposes:

- To provide you with this information on products and services that we offer specifically for a geographic area.
- To respond to your inquiries and contact you about changes regarding the site.
- To provide you with access to your account and the products or services that you are requesting, and for billing and collection purposes.

- To provide you with access, e-mail, fax and other notices (such as expiration and renewal notices) and inquiries regarding your account and the products or services that you are receiving, and for billing and collection purposes.
- For any other purpose disclosed at the time the information is collected or to which you consent.
- As otherwise specifically described in this Policy.

We use your information to better understand the needs of our users and to improve our site. For example, we use this information to determine what portions of the site are most popular and the demographics of our users generally. We may use IP addresses to help diagnose problems with our servers or to administer our site. An IP address is a numeric identifier for a computer or network device. We may also use IP addresses to help identify a user during a particular session and to gather data regarding use of the site.

Our Disclosure of Your Information

We will not disclose your information to anyone outside of DCS, except as described in this section. We may disclose aggregated anonymous statistics about many users to advertisers, content and service providers and other affiliated and unaffiliated companies. We sometimes engage third parties to perform services for us, including in connection with this site, that require us to disclose users' Personally Identifiable Information to them. If we make any such disclosure, we will require such parties to keep the information confidential and to use it only to perform the services. The only other times we may disclose your Personally Identifiable Information collected are as follows:

In the event of an asset sale, merger, consolidation, restructuring, reorganization, liquidation or other similar transaction involving DCS or this site, we may transfer some or all user information, including Personally Identifiable Information, to the successor company. We will disclose your Personally Identifiable Information when we believe such disclosure is required by law or for the protection of persons or property. We may disclose your Personally Identifiable Information with your consent, as well as when disclosure is necessary to accomplish the purpose for which you provide it.

Automatic Data Collection

When you visit this site, we may collect the IP address of your computer. We also automatically record other information that identifies your computer to this site and tracks your behavior on the site. For example, we may record how many times you visit this site and your navigation within the site. We do not collect Personally Identifiable Information in this manner; however, if you provide us with Personally Identifiable Information, we may associate that information with the information that is collected automatically.

Methods used to collect this information may include "cookies" and "clear GIFs" (also known as "pixel tags" or "beacons"). A cookie is a small amount of data that is sent to your browser from a server and stored on your computer's hard drive. Most browsers allow Users to block the receipt of cookies, but doing so may compromise your ability to use certain features of this site. A clear GIF is a small graphic image, typically used in connection with cookies, that is placed on a web site or in an email message. A clear GIF can monitor certain

user behavior, such as your usage of the web site, whether you opened an email message or whether you clicked on a URL in an email message.

Security

We take every precaution to protect users' information. We use security safeguards to protect Personally Identifiable Information we collect on this site from unauthorized access, use, modification or disclosure. Dobson utilizes Secure Sockets Layer (SSL) technology, the industry-standard method for protecting web communications. However, due to the design of the Internet and other factors outside of our control, we cannot guarantee that communications between you and our servers will be free from unauthorized access by third parties.

Links

This site contains content, services, advertising and other materials that link to Web sites operated by third parties. We have no control over other sites, and this Policy does not apply to them. We encourage you to refer to the privacy policies, if any, of other sites.

Contact E-Services

If you have any questions about this Policy, the practices of the site, please e-mail

privacy@dobson.net

Revised DCS October 27, 2003

CUSTOMER SERVICE AGREEMENT

☐ New Account ☐ Extension ☐ Add to Existing Account ☐ Upgrade with Equipment	☐ Name Change ☐ See CSA Supplement Form Number of Lines _____	Wireless () Number ()	Application Date _____	Account Number _____
How did you hear about us? ☐ Newspaper ☐ Radio ☐ TV ☐ Direct Mail ☐ Free Standing Insert ☐ Special Event ☐ Referral _____ ☐ Other _____				

CUSTOMER INFORMATION (PLEASE PRINT)

☐ PERSONAL ☐ BUSINESS		Employer _____		How Long (Years) _____	
Billing Name/Legal Name (First, M.I., Last) _____				Position/Title _____	
Attention _____				Business Number () _____	
Street Address (P.O. Box Not Acceptable) _____				Business Fax Number () _____	
Current Address (years) _____		☐ Rent ☐ Own		Social Security Number _____	
City _____		State _____		Date of Birth _____	
Zip Code _____		Driver's License Number (Attach Copy) _____		State _____ Exp. Date _____	
Home Number () _____		Work Number () _____		Salesperson who Verified Driver's License _____	
Previous Address (if less than 2 years) _____				Credit Card (monthly payment) _____	
Billing Address (If Different) _____				Acct. # _____ Exp. / _____	
City _____				E-mail Address _____	
State _____		Zip Code _____		Nearest Relative Name _____	
Home Number () _____		Home Number () _____			

BUSINESS INFORMATION

☐ Sole Owner ☐ Partnership/LLC ☐ Corporation		Bank Name _____		Bank Contact Name _____	
Authorized Person to Sign For Account _____		Bank Phone Number () _____		Bank Fax Number () _____	
Authorized Individual's Title _____		Contact Number () _____		Account Number _____	
Phone User Name _____		Trade Reference _____		Phone Number _____ Contact Name _____	
Tax ID Number _____		Years in Business _____		Trade Reference _____	
				Phone Number _____ Contact Name _____	

RATE PLAN INFORMATION

Rate Plan Name: _____ Rate Plan Code: _____		The retail value of my wireless equipment is.....\$ _____	
Monthly Service Fee: \$ _____ Activation Fee: \$ _____		☐ Phone Protection.....\$ _____ ☐ Accept ☐ Decline	
Network Service Fee: \$ _____ Regulatory Expense Fee: \$ _____		☐ Roadside Assistance... \$ _____ ☐ Accept ☐ Decline	
Anti-fraud Network Fee: \$ _____		PROMOTIONS & CONDITIONS	
In-plan Network Minutes: Anytime Mins. _____ Peak Mins. _____ Off-Peak Mins. _____		Promo Offer/Promo Code _____ Expires _____ Cost after Expires _____	
Airtime Charges: Anytime \$ _____/min. Peak \$ _____/min. Off-Peak \$ _____/min.			
☐ Nights & Weekends \$ _____/min. ☐ 2 Way Text Messaging \$ _____			
☐ Detail Billing\$ _____ ☐ _____ \$ _____			
☐ Mobile To Mobile\$ _____ ☐ _____ \$ _____			
☐ Voice Mail.....\$ _____ ☐ _____ \$ _____			

DEPOSIT REQUIREMENTS ☐ YES ☐ NO

Credit Approval Code _____	By _____	Date _____	Method of Payment ☐ Cash ☐ Money Order ☐ Credit Card
\$ Deposit Required _____			Deposit Received and Entered By: _____

EQUIPMENT ☐ NEW ☐ USED

ESN/IMEI _____	
ICCID _____	
Manufacture/Model/Promo Price	\$ _____
Accessories	\$ _____
Install Date/Service Charges	\$ _____
TOTAL (Before Applicable Taxes)	\$ _____

SALES/DEALER INFORMATION

Location _____	Location Code _____
Dealer Name _____	Sales/Dealer Code _____
Sales/Dealer Representatives Name _____	
Store Phone Number () _____	
Store Fax Number () _____	

SERVICE COMMITMENT Months: ☐ 12 ☐ 24 ☐ OTHER _____ Activation Date: _____ Expiration Date: _____

DIRECT BILLING OR SERVICE QUESTIONS TO OUR CUSTOMER SERVICE MAIL ADDRESS OR THE TOLL FREE TELEPHONE NUMBER SHOWN ON YOUR MONTHLY BILL STATEMENT. ACCOUNT ACCESS AUTHORIZATION: I give _____ (name), my _____ (relationship) _____ permission to access information on my account and to make changes that don't require signature or contract extension. CUSTOMER ACKNOWLEDGEMENT * CANCELLATION FEE: A Cancellation Fee of \$20.00 per month will be charged for each month (or any part of a month) remaining on the Service Commitment for each Number after any termination of service caused by customer or due to customer's breach of the agreement prior to the Expiration Date, including by porting the Number to another carrier. This fee will be in addition to all other amounts due for service or equipment. * In-plan minutes and the Monthly Service Fee will be prorated for the number of days actually on service for the first month. * The first month's bill also will include a Monthly Service Fee for the following month, (when applicable) * 30 day advanced written notice for cancellation of service to the above address. * Roaming charges are billed based upon the rates charged by the service area system providing such service. * All pricing structures and fees, rate plan categories, and special features are subject to change by us. * All Digital Rate Plans will require the use of approved multi-network phones. * I am aware and understand the 14 day return policy. (not applicable to renewals)	I hereby apply for wireless telephone service with you and verify that the information provided herein is accurate. I authorize my bank and credit references to release information pertaining to my bank and credit accounts to you. I understand that acceptance of my application is subject to a satisfactory credit check. My signature hereunder acknowledges that I have read and understand the terms and conditions on both sides of this Agreement and that I accept and agree to those terms and conditions. By signing below, I agree to pay all charges when due and acknowledge that late payment fees will apply to charges not paid when due. Signature: _____ Title: _____ By: _____ (Print Name) _____ Date: _____ _____ I warrant that I am duly authorized to sign on behalf of my company which (initial) will be responsible for all charges on the account. Accepted by: _____ Authorized Sales/Dealer Representative
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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

TERMS AND CONDITIONS FOR WIRELESS SERVICE

This is an agreement ("Agreement") for wireless radio telecommunications services and related services and/or features ("Service") between you and Dobson Cellular Systems, Inc. or American Cellular Corporation for Service in the area associated with your assigned telephone and/or data and/or messaging number(s) ("Number") for the term of this agreement, without regard to where you may reside or work. The term "Phone" means the wireless receiving and transmitting equipment that we have authorized to be programmed with the Number and any accessories.

If you use the Service or the Phone or if you pay any amount billed to your account, you consent to the terms and conditions set forth in this agreement. If you do not agree with these terms and conditions, do not use the Service or Phone and notify us immediately to cancel service.

1. SERVICE

- a. **TERM; EARLY CANCELLATION FEE.** The term of this Agreement for each Number depends on the selected Rate Plan, services, features or promotions shown on the front side of this Agreement ("Rate Plan"). The term of this Agreement for each Number begins on the date we activate Service for that Number and ends upon the expiration date ("Service Commitment"). If you select a Rate Plan, which requires a Service Commitment of more than one month (such as a one-year Rate Plan), you agree to purchase service for the full term of the Service Commitment. After the fixed term expires, or if you are not on a fixed term (such as a "monthly" Rate Plan), this Agreement will continue until terminated by either party upon 30 days advance written notice. If you terminate after your activation date, but before the end of your Service Commitment or we terminate following your default, including if you port the Number to another carrier during the Service Commitment, you will be in material breach of this agreement. You agree our damages will be difficult or impossible to determine and agree to pay us, as a reasonable estimate of our damages and in addition to all other amounts owing, a Cancellation Fee as described on the front of this Agreement for each Number. You may not be eligible for new customer promotions in the future. If at the time the Service is initiated we are unable to honor a request to port a telephone number into our Service from another carrier, you may request that we assign you a different telephone number, or you may choose to terminate this Agreement. If you choose to terminate this agreement because of a failure of a number port, you agree to pay for any service or equipment used prior to the termination.
 - b. **RATES.** Your Service rates and other charges and conditions for each Number or Phone are described in your Rate Plan. If you lose your eligibility for a particular Rate Plan, we may change your Rate Plan upon prior notice to you. If you misrepresent your eligibility for any Rate Plan, you agree to pay us the additional amount you would have been charged under the most favorable Rate Plan for which you are eligible. If you select a Rate Plan with included airtime, unused included airtime from one billing cycle will not carry over to any other billing cycle. We may also charge you for other reasonable taxes, charges, and cost recovery, including fees to port a telephone number into our Service from another carrier, or to port a telephone number out of our Service to another carrier.
 - c. **AVAILABILITY/INTERRUPTION.** Service is normally available to your Phone when it is within the operating range of our system and may be available outside of that area in other participating carrier service areas. Service is subject to transmission limitation or interruption caused by weather, terrain, obstructions such as trees or buildings, and other conditions. Service may be limited in some areas where coverage is not available or may be temporarily limited or interrupted due to reasons beyond our control or because of system capacity limitations and system repairs or modifications or to combat potential fraud. Interruption may also result from nonpayment of charges by you. We may choose to block calls to certain categories of numbers (e.g., 976, 900 and certain international destinations) if, in our sole discretion, we are experiencing excessive billing, collection or fraud problems with calls to those numbers.
 - d. **USE OF SERVICE/PHONE/NUMBER.** You agree not to use the Phone or Service for any unlawful or abusive purpose or in any way which damages our property or interferes with or disrupts our system or other users. You will comply with all laws while using the Service and you will not transmit any communication which would violate any laws, court order, or regulation, or would likely be offensive to the recipient. You are responsible for all content you transmit through your Phone. Resale of Service is prohibited without prior written contractual arrangements with us and any required regulatory approvals. You are responsible for ensuring that your Phone is compatible with our Service and meets federal standards. We reserve the right to refuse to permit equipment purchased or acquired from others to be used with our Service. You may not install any amplifiers, enhancers, repeaters or other devices which modify, disrupt or interfere in any way with the radio frequency licensed to us to provide Service. You have no ownership rights to the Number, any IP address or any e-mail address provisioned by us to be used with any wireless IP service, and you agree we may change any such Number, IP address or e-mail address at any time with or without prior notice to you. By using Service, you agree to abide by the terms and conditions of any applicable software license.
 - e. **NUMBER PORTABILITY.** If you request that we port a telephone number from another carrier to use as the Number for the Service, you specifically authorize us to communicate and exchange information with your current carrier to validate and complete the port, and to port your telephone number. We will make every effort to honor your request to port a telephone number from another carrier into our Service. You acknowledge that our ability to do so may be restricted by a number of factors, including but not limited to the policies or actions of the other carrier, the rate center in which the telephone number is assigned, or other technical, regulatory, or contractual limitations. If you terminate the Service pursuant to this agreement, we will make every effort to honor your request to port the Number to another carrier. We may refuse to honor a request to port the Number to another carrier if the other carrier is not able to provide us with adequate validation information for your account. You acknowledge that E-911 service will be impaired during the processing of the port, which may take several hours or up to several weeks.
 - f. **UNAUTHORIZED USAGE.** You may not program the Number into any equipment other than the Phone or change the electronic serial number (ESN) or Equipment Identifier (EID) of the Phone. If your Phone is stolen or Service is fraudulently used, you must immediately notify us and provide us with such documentation and information as we may request (including affidavits and police reports). Until you notify us, you will remain responsible for all such charges made to your account. We have the right to interrupt or restrict Service to your Number, without notice to you, if we suspect fraudulent, illegal or abusive activity. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Failure to provide reasonable cooperation will result in your liability for all fraudulent usage.
- #### 2. CHARGES/PAYMENTS/DEFAULT
- a. **CHARGES.** You are responsible for paying all charges to your account including, but not limited to: airtime, access, features, data usage, roaming, long distance, fees, charges, third party charges, directory and operator assistance charges, the price of Phones and accessories, shipping/handling fees, and any taxes, surcharges, fees, assessments, or recoveries reasonably determined by us to be imposed on you or us as a result of use of the Service or purchase of goods. If you activate Service on behalf of an entity but were unauthorized to do so, you will be personally responsible for all charges to the account and will be fully bound by this Agreement as though you had activated Service on your own behalf. We reserve the right to deliver some or all of your long distance calls to a long distance provider of our choice. For all incoming and outgoing Service, the length of the call will be measured during the time that you are connected to our system, which is approximately from the time you press "Send" or other key to initiate or answer a call until approximately the time you press "End" or other key to terminate the call. Airtime usage on each call is billed in full minute increments, with partial minutes of use rounded up to the next full minute. If an incoming call has been forwarded to another phone number, you will be charged for the entire time that our system handles the call. For calls made from or received in your local area (as defined in your Rate Plan), you will not be charged for busy or unconnected calls if you press "End" or "No" within a reasonable time. If your Phone is used for Short Messaging Service, you will be charged for messages as described on your Rate Plan.
 - b. **BILLING AND PAYMENT.** We will provide your bill in a format we choose, which may change from time to time. Payment of all charges is due upon receipt of invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and proration. Airtime usage may be billed in a subsequent month due to delayed reporting between carriers; this usage will be charged as if used in the month billed. If you have authorized payment by credit card or ACH (Automatic Clearing House), no additional notice or consent will be required for billings to that credit card or account.
 - c. **LATE PAYMENTS/DISPUTES.** Time is of the essence for payment. Therefore, you agree to pay us a monthly late payment fee for amounts unpaid 20 days after the date of the invoice in the amount of 1.5% of your unpaid balance. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of our rights to collect the full amount due under this Agreement. We will assess an additional fee of up to the maximum amount allowed by law, for any check returned for nonpayment. All amounts due, including disputed amounts, must be paid by the due date regardless

of the status of any objection. All communications concerning disputed amounts owed,

including any instrument tendered as full satisfaction of the amounts owed, must be (i) in writing, (ii) marked "Billing Dispute" on the outside of the envelope, (iii) sent to our address on the front of the Agreement, and (iv) received by us within 30 days after receipt of the invoice. If any of these requirements is not met you will waive any objection.

- d. **DEFAULT/TERMINATION.** If you fail to pay any amount owed to us or an affiliate of ours within 20 days after the date of the invoice, or if you have amounts still owing to us or an affiliate of ours from a prior account or if you breach any representation to us or fail to perform any of the promises you made in this Agreement, or if you are subject to any proceeding under the Bankruptcy Act or similar laws, you will be in default and we may, without notice to you, suspend Service and/or terminate this Agreement in addition to all other remedies available to us. We may require reactivation charges to renew Service after termination or suspension. Upon termination, you are responsible for paying all amounts and charges owing under this Agreement, including any applicable Cancellation Fee. You agree to pay all costs including reasonable attorneys' fees, collection fees, and court costs we incur in enforcing this Agreement.
 - e. **DEPOSITS/SERVICE LIMITS/CREDIT REPORTS/RETURN OF BALANCES.** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information about you, and you consent to our rechecking and reporting personal and/or business payment and credit history. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address set forth on the front of this Agreement. We may require a deposit or set a service limit to establish, maintain or reactivate Service. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your bill or delay payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We may require you to increase your deposit at any time to reflect your estimated monthly charges based on actual usage or our reevaluation of your ability to pay. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you breach this Agreement or it is terminated, we may, without notice to you, apply any deposit towards payment of any charges due to us. After approximately 90 days following termination of this Agreement any remaining deposit or other credit balance in excess of \$10 will be returned without interest to you at your last known address. You agree any amounts under \$10 or amounts which are undeliverable will be debited to cover the extra costs of closing your account.
 - f. **ACCOUNT INFORMATION.** Any Authorized Agent or Person so designated on the front of this agreement (as changed by you from time to time in writing) or any person authorized by you in writing, may receive information about and make changes to your account. If you are receiving Service on a Rate Plan through your employer, you authorize us to share your account information with your employer.
 - g. **CPNI CONSENT.** Under federal law, you have a right, and we have a duty, to protect the confidentiality of information about the amount, type and destination of your wireless service usage (CPNI). You consent to us sharing your CPNI with us, our affiliates and contractors, to develop or bring to your attention any products and services. You also consent to us sharing your CPNI with other carriers to validate and/or accomplish any request for number portability into or out of our Service. This consent survives the termination of your Service and is valid until you remove it. To remove this consent at any time, notify us in writing at the address set forth on the front of this Agreement, providing your (1) name, (2) home address, (3) home telephone number including area code, (4) Number including area code, (5) Service billing address, and (6) service account number. Removing consent will not affect your current Service or the provisions of paragraph 2.f. above.
- #### 3. CHANGES TO THIS AGREEMENT
- WE MAY AMEND THE TERMS OF THIS AGREEMENT, INCLUDING THE RATE PLAN UPON 30 DAYS ADVANCE NOTICE TO YOU AT THE BILLING ADDRESS. If you do not agree to the amendment you may terminate the Agreement by giving us notice within 20 days of the date we notify you, and you will not be charged any Cancellation Fee. If you use the Service more than 20 days after we notify you of a change, you agree to that change. Any change will take effect by your next billing cycle. If we allow you to suspend your account for a temporary period, we may extend the term of your Agreement by the length of the temporary suspension.
4. **LIMITATIONS.** Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations contained in this section may not apply to you.
 - a. **LIMITATION OF LIABILITY.** We are not liable for acts or omissions of another service provider for information provided through your Phone, equipment failure or modification, or causes beyond our reasonable control. We are not liable for Service outages, nor for Service limitations or interruptions, as described in paragraph 1.c above. Our liability and the liability of any underlying carrier for any failure or mistake shall in no event exceed our Service charges during the affected period. We and any underlying carrier are not liable for any incidental, punitive or consequential damages such as lost profits. We and any underlying carrier are not liable for (i) economic loss or injuries to persons or property arising from use of the Service, the Phone or any equipment used in connection with the Phone unless caused by our sole and/or gross negligence, or (ii) the installation or repair of the Phone by any parties who are not our employees. We are not liable for any acts associated with the proper exercise of rights under the privacy and/or unauthorized usage provisions of this Agreement. This paragraph shall survive termination on this Agreement.
 - b. **INDEMNIFICATION.** You agree to defend, indemnify and hold us, our affiliates and agents and any other service provider, harmless from claims or damages relating to this Agreement or your promises or statements made in it and use of the Phone or Service unless due to our sole and/or gross negligence. You also agree to pay our reasonable attorneys' and expert witness fees and costs incurred in enforcing this Agreement through appeal except as provided in paragraph 5, below. Use of your Phone while operating a motor vehicle may be prohibited or restricted by law in some areas. It is your responsibility to conform to all such laws or regulations you shall indemnify us from claims arising from any such unlawful use. This paragraph shall survive termination of this Agreement.
 - c. **NO WARRANTIES.** We make no express warranty regarding the Service or the Phone and disclaim any implied warranty, including warranty of merchantability or fitness for a particular purpose. We do not authorize anyone to make any warranty on our behalf and you should not rely on any such statement. We are not the manufacturer of the Phone and any statement regarding it should not be interpreted as a warranty. This paragraph shall survive termination of this Agreement.
- #### 5. MISCELLANEOUS
- a. **PRIVACY.** We are not liable for any lack of privacy which may be experienced with regard to the Service. You authorize our monitoring and recording of calls to us concerning your account or the Service and consent to our use of automatic dialing equipment to contact you. We have the right to intercept and disclose any transmissions over our facilities in order to protect our rights or property.
 - b. **ASSIGNMENT.** We may assign all or part of this Agreement without such assignment being considered a change to the Agreement and without notice to you. We are then released from all liability. You may not assign this Agreement without our prior written consent.
 - c. **NOTICES.** Written notices to you shall be effective and deemed received 3 days following the date deposited in the U.S. Mail addressed to your address as kept in our files or immediately upon delivery using an electronic means such as e-mail or short messaging service. You are responsible for notifying us of any changes in your address. Written notice to us shall be effective when directed to our Customer Service mail address shown on your monthly bill and received by us. Oral notices shall be deemed effective on the date reflected in our records.
 - d. **ENTIRE AGREEMENT.** These Terms and Conditions and the provisions on the front side of this Agreement, together with any other documents directly or indirectly made a part of these Terms and Conditions, represent the entire agreement between you and us, which may only be amended as described in this Agreement. This Agreement supersedes any inconsistent or additional promises made to you by any of our representatives, agents or dealers. If any part of this Agreement is found invalid, the balance of the Agreement remains enforceable.
 - e. **GOVERNING LAWS.** This Agreement is subject to applicable federal laws, federal or state tariffs, if any, and the laws of the state associated with the Number. If there is any inconsistency between this Agreement and those regulations, this Agreement shall be deemed amended as necessary to conform to such regulations.
 - f. **OTHER SERVICES.** You may have received special promotions or discounts on other services offered by us in connection with the purchase of certain wireless services. These promotions or discounts may terminate upon termination of this Agreement or earlier.
 - g. **CAPACITY.** You represent that you are legally competent to enter into this Agreement, that you are over 18 years old, and that you are not aware of any disability that would prevent you from entering into this Agreement.

Confidentiality of Customer Information

Customer information and communications should be kept confidential to the extent possible. Because of the nature of our business, there are times when it is necessary for the Company to monitor certain Company telecommunications lines, as well as certain customer telecommunications.

The substance, content, or nature of any customer conversation or communication, or even the fact that there has been a communication, should not be divulged except as is necessary for authorized persons to properly conduct our business. The personal use, or use for the benefit of another, of any information derived from any customer communication or customer conversation transmitted through company facilities, is strictly forbidden. Furthermore, authorized employees are not to monitor any connection more than is needed for the Company's business-related purposes. The Company's Supervisors may from time to time, monitor customer related service calls to ensure correct information is given out, established procedures are followed and that customers receive the highest quality of service. In addition, call monitoring serves as a valuable tool in identifying areas requiring further explanation, clarification, or training.

Unauthorized persons are not permitted to listen to any communications handled by our facilities. Neither are they to be given any information regarding any communication arrangements made between the Company and its customers. Any requests, which, if acted upon, would or might put an employee in violation of the above, should be referred to his or her supervisor for proper handling.

Search Warrants and Subpoenas

Federal law requires that we maintain the confidentiality of customer information. This includes, but is not limited to, information such as the customer's location, the date and time and telephone numbers of calls made and received, and the content of the calls. Federal law also provides that this information may be released only upon "appropriate legal authorization", and that employees must be so informed.

All inquiries seeking confidential customer information must be referred to the Company Custodian of Records or our 24x7 emergency contact number in accordance with Company procedures. No employee is authorized to:

- determine whether customer information requested is or is not confidential, or
- determine whether or not we have received "appropriate legal authorization", or
- disclose the existence of a law enforcement inquiry to a customer, or
- release any information to law enforcement.

Law Enforcement – During Business Hours

All search warrants and other requests and inquiries from law enforcement, whether by telephone, fax, or letter, are to be forwarded immediately to Andrea Ray, Custodian of Records. Contact info:

405-529-8839 (Office)
405-529-8558 (Fax)
405-850-6380 (Cell Phone)
Andrea.Ray@dobson.net

Confidentiality of Company Information (including customer data)

The Company's proprietary and other confidential information is important to our ability to compete. As such, this information must be safeguarded and only used for the proper purposes of the Company's business.

Our proprietary and other confidential information includes, but is not limited to: technical data about products and equipment, improvements, discoveries, inventions, customer data, pricing information, computer programs, financial plans, marketing plans, systems, procedures, customer lists, bid information, contract negotiation information, and contracts. In addition, Company confidential information includes, but is not limited to,

information included in personnel files, Human Resources files, and employee medical files. Our proprietary and other confidential information, as described above, is the sole property of the Company and should be treated and respected as such. Absent a legitimate business related reason approved by management, no employee should take, copy, reproduce, reveal, distribute, remove or allow others to have, possess, learn of or discover in any manner any Company proprietary or other confidential information.

Disclosing proprietary information or confidential information to unauthorized persons outside the Company is prohibited and may constitute a violation of the law. Also, proprietary and confidential information should only be disclosed within the Company on a "need-to-know" basis.

Any proprietary or confidential information, which Company employees acquire about our competitors and suppliers, must only be used for the proper purposes of the Company and under no circumstances revealed to unauthorized persons.

Employees who leave the Company still have an obligation to protect the Company's proprietary and other confidential information until the Company makes such information publicly available or until the Company no longer considers it proprietary or confidential. Furthermore, information that the Company considers proprietary or confidential is Company property and must remain at the Company when any employee leaves the Company. Terminated employees, and employees who are in the process of terminating their employment with the Company, should not reveal, disclose, take, copy, reproduce, make available to others, or otherwise remove any Company proprietary or confidential information.

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter, on the Commission's Own)
Motion, on the Certification of Eligible
Telecommunications Carriers.)

AMERICAN CELLULAR CORPORATION)
)
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Case No. U-14900

EXHIBIT D
CTIA CERTIFICATION REGARDING
COMPLIANCE WITH CONSUMER CODE FOR WIRELESS SERVICE

Steve Largent
President/CEO

March 29, 2006

Mr. Steven P. Dussek
President and CEO
Dobson Communications Corporation
14201 Wireless Way
Oklahoma City, OK 73134

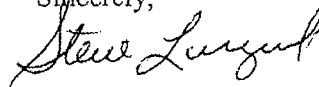
Dear Steve:

Congratulations! This letter is to notify you that Dobson Communications has completed the recertification process for the CTIA Consumer Code for Wireless Service ("Voluntary Consumer Code") for the period September 9, 2005 – September 9, 2006, and is deemed compliant with the principles, disclosures and practices set forth in the Voluntary Consumer Code. Accordingly, Dobson Communications is authorized to use and display the CTIA Seal of Wireless Quality/Consumer Information, subject to the terms and conditions set forth in the attached License Agreement.

Please ensure that the relevant employees of Dobson Communications review the License Agreement before using the Seal. Use of the Seal constitutes acceptance of these terms and conditions. CTIA will send electronically two specimens (color and black/white) of the Seal for Dobson Communications' use on its website or collateral materials. If you should have any questions concerning the recertification process or use of the Seal, please contact Andrea Williams, CTIA's Assistant General Counsel, at (202) 736-3215 or awilliams@ctia.org.

CTIA commends Dobson Communications for its ongoing leadership and participation in the CTIA Voluntary Consumer Code, and we look forward to continuing to work with you and your team on this important industry initiative.

Sincerely,


Steve Largent

Attachment



SEAL OF WIRELESS QUALITY/CONSUMER INFORMATION

LICENSE AGREEMENT

Company is hereby granted a non-exclusive, world-wide, royalty-free license to use CTIA's Seal of Wireless Quality/Consumer Information ("Seal") to represent that Company voluntarily adopts and follows the *CTIA Consumer Code for Wireless Service* and has certified such to CTIA.

CTIA permits the use of appropriate references to CTIA and the Seal solely in connection with the *CTIA Consumer Code for Wireless Service* Program. References to the Seal shall not be misleading as to the extent of Company's voluntary support and participation in the CTIA Voluntary Code for Consumer Information program. The Seal may appear in Company's advertising, promotional material or other literature to indicate its voluntary and consistent application of the *CTIA Consumer Code for Wireless Service*.

Upon CTIA's acknowledgement of Company's certification, CTIA shall supply Company with a specimen of the Seal. Company shall not modify or alter the Seal without prior written permission from CTIA, and such permission shall not be unreasonably withheld. Company agrees to amend or discontinue the use of the Seal upon written request of CTIA. Company shall immediately cease use of the seal upon receipt of CTIA's written notice to do so.

Company assumes full and complete responsibility for its use of the Seal, and agrees that its use of the Seal constitutes a declaration that Company voluntarily adopts and follows the principles set forth in the *CTIA Consumer Code for Wireless Service*.

Use of the Seal for other purposes than those stated in this License Agreement is an unauthorized use of the Seal and is strictly prohibited.

This license may be renewed annually subject to Company's successful completion of the certification process.

Use of the Seal constitutes acceptance of these legal terms and conditions.



STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter, on the Commission's Own)
Motion, on the Certification of Eligible
Telecommunications Carriers.)

AMERICAN CELLULAR CORPORATION)
)
)

Case No. U-14900

EXHIBIT E
SAMPLE ADVERTISEMENTS AND INFORMATIONAL MATERIALS PROVIDED TO
PROSPECTIVE LIFELINE/LINK-UP CUSTOMERS

LIFELINE AND LINK-UP

for Eligible Low Income Cellular One Customers In Qualifying Areas

Lifeline is a government program that offers qualified people a discount on their monthly local telephone bill. Each state has its own guidelines to qualify.

How much can I save on my phone bill?

You can save up to \$15.00 (qualifying customers on tribal lands may qualify for increased savings) for your basic monthly bill. These benefits apply to your Monthly Access Charge.

How do I know if I'm eligible?

You may be eligible for Lifeline if you participate in any of the following programs and live in an ETC designated area (varies by state):

- Food Stamps
- Low Income Home Energy Assistance Programs (LIHEAP)
- Medicaid
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance
- Tribally Administered Temporary Assistance for Needy Families
- Bureau of Indian Affairs General Assistance
- Head Start (for those meeting income qualifying standard)
- Tribally Administered National School Free Lunch Program
- National School Free Lunch Program
- Temporary Assistance for Needy Families

Are there any restrictions?

Lifeline can only be used for one telephone line in a household. Lifeline service is limited to use within and around your residence only. The name on the phone bill must match the name of the participant in the eligible program.

How do I apply?

To apply for Lifeline, call 1-800-261-8077. You will be asked to provide proof of your eligibility. A form will then be sent to you, which you must sign and return. Your Lifeline benefits will take effect when proof of eligibility is received and your service is activated.

How do I continue to receive Lifeline benefits?

Eligibility is reviewed periodically. Your benefits will be discontinued if proof of eligibility is not received or when you no longer meet eligibility requirements.

Other useful information

There are other options that can help you save money, including free toll blocking and waived deposit with toll blocking.

Link-Up helps households pay the installation charge for telephone service. This program pays some of the cost of installing local service in your home.

How much will I save by using Link-Up?

50% of the activation fee or \$30, whichever is less

How do I know if I am eligible?

If you qualify for Lifeline, you also qualify for Link-Up

Does Link-Up have any restrictions?

You must provide proof of eligibility before the service can be activated.

How do I apply for Link-Up?

To apply for Link-Up you will follow the same application process as Lifeline and provide the same proof of eligibility as Lifeline.

www.celloneusa.com

Certain terms and conditions may apply. Being a Lifeline or Link-Up customer does not protect you from being disconnected if you fail to pay your telephone bill. Actual phone may vary from phone pictured.



CELLULARONE®
from Dobson Cellular Systems

Lifeline is available only to qualifying customers in designated areas.

WHAT IS LIFELINE?

Lifeline is a government assistance program that offers qualified, low-income customers a discount on their monthly telephone bill.

HOW MUCH CAN I SAVE?

You can save \$8.25 per month or more on your phone bill. If you live on Tribal Lands, you may qualify to receive service for as little as \$1 per month.

HOW DO I QUALIFY FOR LIFELINE?

Requirements vary by state. Typically, you may qualify for federal Lifeline benefits if your household income is at or below 135% of the Federal Poverty Guidelines, or you participate in one or more of the following assistance programs:

- Medicaid
- Food Stamps
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (Section 8)
- Low-Income Home Energy Assistance (LIHEAP)
- National School Free Lunch Program
- Temporary Assistance for Needy Families (TANF)

If you live on Tribal Lands, you may also qualify for Enhanced Lifeline support if you meet the above requirements or participate in one or more of the following programs:

- Bureau of Indian Affairs (BIA) general assistance

•Tribal Administered Temporary Assistance for Needy Families (Tribal TANF)

•Tribal Administered National School Free Lunch Program (Tribal NSL)

•Tribal Administered Head Start (meeting income qualifying standards)

If you live in a state that administers its own Lifeline program, you must satisfy the criteria that appear in the Lifeline Application form for your state available from the Company.

HOW DO I SIGN UP?

Lifeline is available only in certain areas. If you would like to see if it is available in your area and get a copy of the Lifeline application, call 800-261-8077 to speak with a company representative.

ARE THERE ANY RESTRICTIONS?

Yes. You can only get Lifeline support for a single phone line at your principal residence and billed to your name.

WHAT HAPPENS IF I NO LONGER QUALIFY FOR LIFELINE BENEFITS?

You must let us know when you no longer qualify for Lifeline benefits. At that time, your service will automatically terminate.

WHAT IF I DON'T PLAN ON MAKING LONG-DISTANCE CALLS?

You can choose Toll Blocking, which prevents you from making any outgoing long-distance calls. If you choose Toll Blocking when you activate service, you won't be charged a service deposit. If you decline Toll Blocking, you may be charged a service deposit. Any long-distance calls you make will be charged at 35¢ a minute plus applicable airtime or roaming charges. International long distance and access to "900" numbers will be blocked.

LINK-UP

Link Up assistance helps qualified, low-income customers pay the activation fee for Lifeline service.

HOW DO I QUALIFY FOR LINK UP?

You automatically qualify for Link Up if you meet the requirements for Lifeline.

HOW MUCH CAN I SAVE?

Link Up will pay one-half of your one-time \$30 activation fee. You may also choose to pay your activation fee by making regularly scheduled payments up to a year.

ARE THERE ANY RESTRICTIONS?

Yes. You can only receive the Link Up discount once at the same address. The discount can only be applied toward your activation fee and/or any related installation charges, never toward the purchase of customer equipment. You can not apply your Link Up discount to any activation or installation charges you paid prior to signing up for the programs.

ADDITIONAL TERMS AND CONDITIONS

Lifeline service is subject to the terms and conditions found in your separate subscriber agreement and Lifeline Rider with the company. We will send these to you if your Lifeline application is approved.

CUSTOMER SERVICE

We have established a special toll-free customer service number for Lifeline service applications and activation of your Lifeline phone. Please call 800-261-8077. For standard customer service, please call *611 from your mobile phone or the customer service contact number appearing on your bill.

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

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In the matter, on the Commission's Own)
Motion, on the Certification of Eligible
Telecommunications Carriers.)

AMERICAN CELLULAR CORPORATION)
)
)

Case No. U-14900

EXHIBIT F
ACC'S MICHIGAN SERVICE OFFERINGS

EXHIBIT F
GENERALLY AVAILABLE SERVICE PLANS - MICHIGAN

GSM Unlimited

Service Name	MRC	Anytime Minutes	Home Calling Area	Off-Peak Minutes	Toll	Roaming	Overage
Stop Counting Minutes	\$ 50.00	unlimited	State-wide network	unlimited	\$ -	\$ 0.15	\$ -
Stop Counting Minutes	\$ 75.00	unlimited*	National Network	1000	\$ -	\$ 0.15	\$ -
Stop Counting Minutes	\$ 100.00	unlimited	National Network	unlimited	\$ -	\$ 0.15	\$ -

* Unlimited anytime minutes for the \$75.00 national plan applies only Monday-Friday.

GSM Local

Service Name	MRC	Anytime Minutes	Home Calling Area	Off-Peak Minutes	Toll	Roaming	Overage
Statewide GSM Plan	\$ 20.00	100	State-wide network	0	\$ -	\$ 0.35	\$ 0.35
Statewide GSM Plan	\$ 35.00	400	State-wide network	unlimited	\$ -	\$ 0.35	\$ 0.35
Lifeline	\$ 20.00	unlimited	Customer's RSA	unlimited	\$ 0.10	\$ 0.99	\$ -

GSM National

Service Name	MRC	Anytime Minutes	Home Calling Area	Off-Peak Minutes	Toll	Roaming	Overage
National GSM Plan	\$ 35.00	300	National Network	unlimited	\$ -	\$ -	\$ 0.35
National GSM Plan	\$ 40.00	500	National Network	unlimited	\$ -	\$ -	\$ 0.35
National GSM Plan	\$ 40.00	1000	National Network	0	\$ -	\$ -	\$ 0.35
National GSM Plan	\$ 50.00	1600	National Network	unlimited	\$ -	\$ -	\$ 0.35
National GSM Plan	\$ 60.00	900	National Network	unlimited	\$ -	\$ -	\$ 0.35
National GSM Plan	\$ 80.00	1500	National Network	unlimited	\$ -	\$ -	\$ 0.35
National GSM Plan	\$ 100.00	2200	National Network	unlimited	\$ -	\$ -	\$ 0.35
National GSM Plan	\$ 150.00	4000	National Network	unlimited	\$ -	\$ -	\$ 0.35
National GSM Plan	\$ 200.00	6000	National Network	unlimited	\$ -	\$ -	\$ 0.35
National GSM Plan	\$ 300.00	9000	National Network	unlimited	\$ -	\$ -	\$ 0.35

GSM Prepaid

Service Name	MRC	Anytime Minutes	Home Calling Area	Off-Peak Minutes	Toll	Roaming	Overage
EVO	\$ 30.00	165	State-wide network	0	\$ -	\$ 0.25	N/A
EVO	\$ 40.00	250	State-wide network	unlimited	\$ -	\$ 0.25	N/A
EVO	\$ 45.00	320	State-wide network	unlimited	\$ -	\$ 0.25	N/A
EVO	\$ 55.00	450	State-wide network	unlimited	\$ -	\$ 0.25	N/A
EVO	\$ 75.00	750	State-wide network	unlimited	\$ -	\$ 0.25	N/A

Note: All plans include Basic Voicemail, unlimited incoming text messages.

STATE OF MICHIGAN
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CONFIDENTIAL TRADE SECRET EXHIBIT G
OUTAGE REPORTS BETWEEN NOVEMBER 10, 2005 AND DECEMBER 31, 2005