

Dinsmore & Shohl LLP
ATTORNEYS

Holly C. Wallace
502-540-2309
holly.wallace@dinslaw.com

RECEIVED

JAN 25 2008

PUBLIC SERVICE
COMMISSION

January 24, 2008

Via Federal Express

Hon. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

**Re: In the Matter of: An Investigation Into Regulations of Wireless
Telecommunications Service Providers,
Case No. 2007-00409**

Dear Ms. O'Donnell:

I have enclosed for filing in the above-styled case the original and six (6) copies of Kentucky RSA #3 Cellular General Partnership's Response to Commission Staff's First Data Request.

Please file-stamp one copy and return it to me in the enclosed, self-addressed, pre-paid envelope. Thank you, and if you have any questions, please call me.

Sincerely,

DINSMORE & SHOHL LLP



Holly C. Wallace

HCW/rk
Enclosures
cc: John E. Selent, Esq.

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31160-7

1400 PNC Plaza, 500 West Jefferson Street Louisville, KY 40202
502.540.2300 502.585.2207 fax www.dinslaw.com

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
JAN 25 2008
PUBLIC SERVICE
COMMISSION

In the Matter of:

AN INVESTIGATION INTO REGULATION OF)
WIRELESS TELECOMMUNICATIONS)
SERVICE PROVIDERS)

Case No. 2007-00409

KENTUCKY RSA #3 CELLULAR GENERAL PARTNERSHIP'S RESPONSE TO
COMMISSION STAFF'S FIRST DATA REQUEST

Kentucky RSA #3 Cellular General Partnership ("Kentucky RSA #3"), by counsel, hereby files with the Public Service Commission of the Commonwealth of Kentucky (the "Commission"), its response to Commission staff's first data request.

REQUEST NO. 1

Describe the corporate relationship between Bluegrass Cellular and RSA #3. Please identify all other telephone utilities in Kentucky having a corporate relationship to Bluegrass Cellular similar to that of RSA #3.

Responsible Witness: Mark Freeman

RESPONSE:

Kentucky RSA #3, Kentucky RSA #4 Cellular General Partnership ("Kentucky RSA #4"), Cumberland Cellular Partnership ("Cumberland Cellular") and Bluegrass Wireless, LLC provide cellular services under the trade name Bluegrass Cellular. Bluegrass Cellular Inc. provides management services to Kentucky RSA #3, Kentucky RSA #4, Cumberland Cellular and Bluegrass Wireless, LLC.

REQUEST NO. 2

Identify all of RSA #3's revenues included and excluded by the Gross Operating Report, as filed with the Commission, for the years 2004, 2005, and 2006.

Responsible Witness: Mark Freeman

RESPONSE:

Attached hereto as Exhibit A are Kentucky RSA #3's gross operating reports for 2004, 2005 and 2006. The attached reports reflect Kentucky RSA #3's total annual revenue for the specified years. Kentucky RSA #3 did not exclude revenue from the attached gross operating reports.

REQUEST NO. 3

Explain the methods used by RSA #3 to determine revenue from interstate business versus revenue from intra-state business.

Responsible Witness: Mark Freeman

RESPONSE:

As indicated in response to request number two, Kentucky RSA #3 includes the company's total revenue on the gross operating reports. It does not exclude revenue derived from interstate business.

REQUEST NO. 4

Identify the carrier(s) licensed with the Federal Communications Commission ("FCC") that supply the underlying wireless services for RSA #3's prepaid service.

Responsible Witness: Mark Freeman

RESPONSE:

Kentucky RSA #3 possesses the FCC license to provide its prepaid wireless service.

REQUEST NO. 5

Discuss and provide documentation of RSA #3's wholesale arrangements with the underlying carrier(s), as identified above.

Responsible Witness: Mark Freeman

RESPONSE:

As indicated in response to request number 4, Kentucky RSA #3 possesses the FCC license to provide prepaid wireless service. Therefore, Kentucky RSA #3 does not require nor have wholesale arrangements with other carriers to provide service.

REQUEST NO. 6

Identify all retail locations within Kentucky wherein RSA #3 provides wireless devices, prepaid minutes-for-use and other wireless products for sale. Provide the name of each business, the street address and the city and county location.

Responsible Witness: Mark Freeman

RESPONSE:

Kentucky RSA #3's retail store locations are:

- A) Bluegrass Cellular, 1661 Campbell Lane, Bowling Green, KY 42104
- B) Bluegrass Cellular, 555 Veterans Memorial Lane, Oxford Center Suite 102,
Bowling Green, KY 42101
- C) Bluegrass Cellular, 616 River Ridge Plaza, Brandenburg, KY 40108
- D) Bluegrass Cellular, 122 South Second Street, Central City, KY 42330
- E) Bluegrass Cellular, 512 South Main Street, Leitchfield, KY 42754
- F) Bluegrass Cellular, 1574 Old Gallatin Road, Scottsville, KY 42164

In addition to Kentucky RSA #3's retail store locations, Kentucky RSA #3 provides wireless devices, prepaid minutes-for-use and other wireless products for sale at the following agent locations:

Digital Connection Plus
120 Ballpark Road
Hardinsburg, KY 40143

Franklin Cellular
604 N. Main Street
Frankfort, KY 42134

NCRTC
1630 Bowling Green Road
Scottsville, KY 42164

PC Connections
217 Old Highway 60E
Hardinsburg, KY 40143

Greenwood Wireless
2625 Scottsville Road #3503
Bowling Green, KY 42104

The Wireless Partner
1150 31 W ByPass
Bowling Green, KY 42101

Scottsville Cellular
506 East Main Street
Scottsville, KY 42164

Telephone Center
103 South Main Street
Elkton, KY 42220

Barry's Market
5222 Louisville Road
Bowling Green, KY 42101

REQUEST NO. 7

State if RSA #3 collects biographical information from retail customers purchasing prepaid wireless devices or prepaid wireless services.

Responsible Witness: Mark Freeman

RESPONSE:

Kentucky RSA #3 collects the names and addresses of its prepaid customers.

REQUEST NO. 8

State if RSA #3 creates customer accounts for customers purchasing prepaid wireless devices or prepaid wireless services.

Responsible Witness: Mark Freeman

RESPONSE:

Yes. Kentucky RSA #3 creates customer accounts for prepaid wireless customers.

REQUEST NO. 9

Describe, in detail, the terms of use for RSA #3's prepaid wireless services purchased by retail customers. Provide, in detail, any limitations on service and the terms for expiration of service.

Responsible Witness: Mark Freeman

RESPONSE:

In response to data request number 9, Kentucky RSA #3 attaches hereto as Exhibit B its prepaid wireless brochures and service agreement describing the terms of Kentucky RSA #3's prepaid wireless services.

Respectfully submitted,



John E. Selent

Holly C. Wallace

DINSMORE & SHOHL LLP

1400 PNC Plaza

500 W. Jefferson Street

Louisville, Kentucky 40202

(502) 540-2300 (telephone)

(502) 585-2207 (fax)

*Counsel to Kentucky RSA #3 Cellular
General Partnership*

CERTIFICATION

I hereby certify that I have supervised the preparation of Kentucky RSA #3 Cellular General Partnership's responses to the Commission Staff's First Data Request, and that the responses contained herein are true and accurate to the best of my knowledge, information, and belief formed after reasonable inquiry.



Mark Freeman
Authorized Representative
Kentucky RSA #3 Cellular General Partnership

Date: January 24 2008

KENTUCKY PUBLIC SERVICE COMMISSION
REPORT OF GROSS OPERATING REVENUES DERIVED FROM INTRA-KENTUCKY
BUSINESS FOR THE YEAR ENDING DECEMBER 31, 2004

RADIO-TELEPHONE and WIRELESS CARRIERS

Name of Utility Reporting KENTUCKY RSA#3 CELLULAR GENERAL PTRR

FEIN # (Federal Employer Identification Number)

21-1178778

Address of Utility 2902 RING RD PO BOX 5012

City ELIZABETH TOWN State KY Zip Code 42701

Telephone Number of Utility (270) 769-0339

Fax Number of Utility (if applicable) (270) 234-0199

Officer/Contact Person MARK FREEMAN (Name) CFO (Title)

GROSS REVENUES OF RADIOTELEPHONE UTILITY..\$	_____
Number of Customers	_____
GROSS REVENUES OF CELLULAR UTILITY.....\$	<u>28,437,217</u>
Number of Customers	<u>43,181</u>

OATH

State of KENTUCKY)
County of WARDEN) ss.

RON SMITH being duly sworn, states that he/she
(Officer)

is AUTHORIZED REP of the KENTUCKY RSA#3 CELLULAR GEN PTRR
(Official Title) (Utility Reporting)

that the above report of gross revenues is in exact accordance with
KENTUCKY RSA#3 CELLULAR GEN PTRR and that such books accurately show the gross
(Utility Reporting) revenues of: KENTUCKY RSA#3 CELLULAR GEN PTRR
(Utility Reporting) derived from Intra-Kentucky

business for the calendar year ending December 31, 20 04

[Signature] Auth Rep
(Officer) (Title)

This the 23 day of March, 20 05
Elizabeth Stone Warden 11/21/07
(Notary Public) (County) (Commission Expires)

REVENUES ARE CONSIDERED INTRA-KENTUCKY IF DERIVED FROM
CALLS THAT ORIGINATE AND TERMINATE WITHIN THE STATE
REGARDLESS OF WHERE THE CALL IS SWITCHED.

KENTUCKY PUBLIC SERVICE COMMISSION
REPORT OF GROSS OPERATING REVENUES DERIVED FROM INTRA-KENTUCKY
BUSINESS FOR THE YEAR ENDING DECEMBER 31, 2005

PAGING and CELLULAR UTILITIES

Name of Utility Reporting KENTUCKY RSA#3/CELLULAR GENERAL PWR

FEIN # (Federal Employer Identification Number)

61-11178778

Address of Utility 2902 Ring Rd PO Box 5012

City Elizabethtown State KY Zip Code 42701

Telephone Number of Utility (270) 969-0339

Fax Number of Utility (if applicable) (270) 234-0199

Officer/Contact Person MARK FREEMAN
(Name) (Title)

GROSS REVENUES OF PAGING UTILITY..\$	_____
Number of Paging Customers	_____
GROSS REVENUES OF CELLULAR UTILITY.....\$	<u>30,819,233</u>
Number of Cellular Customers	<u>44,493</u>

OATH

State of Kentucky)
County of Hardin) ss

Bob Smith being duly sworn, states that he/she
(Officer)

is Authorized Rep. of the KENTUCKY RSA#3 CELLULAR GEN PWR
(Official Title) (Utility Reporting)

that the above report of gross revenues is in exact accordance with
KENTUCKY RSA#3 CELLULAR GEN PWR and that such books accurately show the gross
(Utility Reporting)
revenues of KENTUCKY RSA#3 CELLULAR GEN PWR derived from Intra-Kentucky
(Utility Reporting)

business for the calendar year ending December 31, 2005

[Signature] Auth. Rep.
(Officer) (Title)

This the 21st day of March, 2006
Elizabeth Gore Hardin 11/21/07
(Notary Public) (County) (Commission Expires)

REVENUES ARE CONSIDERED INTRA-KENTUCKY IF DERIVED FROM
CALLS THAT ORIGINATE AND TERMINATE WITHIN THE STATE
REGARDLESS OF WHERE THE CALL IS SWITCHED.

KENTUCKY PUBLIC SERVICE COMMISSION
REPORT OF GROSS OPERATING REVENUES DERIVED FROM INTRA-KENTUCKY
BUSINESS FOR THE YEAR ENDING DECEMBER 31, 20 06

PAGING and CELLULAR UTILITIES

Name of Utility Reporting KENTUCKY RSA#3 CELLULAR GENERAL PTNR

FEIN # (Federal Employer Identification Number)

61-11178778

Address of Utility 2902 RING RD PO Box 5012

City Elizabethtown State KY Zip Code 42701

Telephone Number of Utility (270) 769-0339

Fax Number of Utility (if applicable) (270) 234-0199

Officer/Contact Person MARK FREEMAN
(Name) (Title)

GROSS REVENUES OF PAGING UTILITY...\$	_____
Number of Paging Customers	_____
GROSS REVENUES OF CELLULAR UTILITY.....\$	<u>30,226,073</u>
Number of Cellular Customers	<u>47,187</u>

OATH

State of KENTUCKY)
County of HARDIN) ss.

RON SMITH being duly sworn, states that he/she
(Officer)

is AUTHORIZED REP of the KENTUCKY RSA#3 CELLULAR GENERAL
(Official Title) (Utility Reporting) PARTNERSHIP

that the above report of gross revenues is in exact accordance with
KENTUCKY RSA#3 CELLULAR GENERAL PARTNERSHIP and that such books accurately show the gross
(Utility Reporting)
revenues of KENTUCKY RSA#3 CELLULAR GEN. PTNR derived from Intra-Kentucky
(Utility Reporting)

business for the calendar year ending December 31, 20 06

[Signature] Auth Rep
(Officer) (Title)

This the 28 day of February, 20 07
Elizabeth Love USA 11/21/07
(Notary Public) (County) (Commission Expires)

REVENUES ARE CONSIDERED INTRA-KENTUCKY IF DERIVED FROM
CALLS THAT ORIGINATE AND TERMINATE WITHIN THE STATE
REGARDLESS OF WHERE THE CALL IS SWITCHED.

PAY-AS-YOU-GO CELLULAR SERVICE AGREEMENT

Today's Date:	Requested Exchange:	Cellular Number:	
Sales ID	Location Name	Representative Name:	Call Back #:

Customer Information

Name _____ Jr Sr

Address _____

City _____ County _____ ST _____ ZIP _____

Home Phone _____ Business Phone _____
() ()

E-mail Address _____ Birth Date _____

Equipment Information Cellular Equipment New Used

Electronic Serial Number _____

Cellular Manuf	Model	Phone Lock Code
----------------	-------	-----------------

PIN Based Pay-As-You-Go Bluegrass Unlimited Pay-As-You-Go

PIB Text Message Service \$ _____ / _____ Rate Messages

Comments

TERMS AND CONDITIONS OF PAY-AS-YOU-GO CELLULAR SERVICE

- (1) PARTIES: This Agreement is made by the individual or organization ("Customer") identified above and Bluegrass Cellular Inc ("Bluegrass Cellular") as an agent for the cellular network operator ("licensee") licensed by the Federal Communications Commission to serve Customer's primary service area. Depending on Customer's primary service area, the Parties to this Agreement are the Customer and Kentucky RSA #3 Cellular General Partnership (d/b/a Bluegrass Cellular), Kentucky RSA #4 Cellular General Partnership (d/b/a Bluegrass Cellular), Cumberland Cellular Partnership (d/b/a Bluegrass Cellular) or Bluegrass Wireless, LLC (d/b/a Bluegrass Cellular). Bluegrass Cellular may be contacted at: PO Box 5012, Elizabethtown, KY 42702 or by telephone at 270-769-0339 or 800-928-2355
- (2) SERVICE: Bluegrass Cellular will provide Customer access to cellular telephone and related services, on a pay-as-you-go basis only within the area effectively served by the licensee. The area effectively served is subject to transmission limitations caused by atmospheric and natural or artificial conditions generally beyond the control of Bluegrass Cellular, including the type and condition of Customer's cellular equipment. Services are furnished subject to the condition that there will be no abuse or fraudulent use thereof. Any attempt to abuse or to fraudulently use services by Customer may result in the immediate suspension or cancellation of service. Cellular services do not include use of 1-900 numbers, international or credit card calls.
- (3) ACCESS: System access will be provided by means of a ten (10) digit telephone number. Bluegrass Cellular and the network service provider reserve the right to change any or all such numbers on not less than the (10) days notice. Customer has no property right whatsoever in the telephone number.
- (4) CONDITIONS OF SERVICE: (a) Pay-As-You-Go cellular telephone service requires the prepayment of the applicable activation fee of \$15.00. (b) Customer may use Customer's Bluegrass Cellular pay-as-you-go cellular telephone service only so long as Customer's pay-as-you-go account has a cash balance. (c) Customer's pay-as-you-go cellular PIN is valid for only sixty (60) days after the dollar amount of the pay-as-you-go cellular PIN has been credited to Customer's account by the entry of the pay-as-you-go cellular PIN number on the electronic record of Customer's account at Bluegrass Cellular. ANY MONETARY BALANCE REMAINING ON THE ELECTRONIC RECORD OF THE CUSTOMER'S ACCOUNT, 60 DAYS AFTER ENTRY OF THE PAY-AS-YOU-GO CELLULAR PIN NUMBER WILL BE REMOVED FROM CUSTOMER'S ACCOUNT AND CREDITED TO THE ACCOUNT OF BLUEGRASS CELLULAR SUCH THAT THERE IS, IN EFFECT, A MINIMUM MONTHLY CHARGE. (d) If Customer's pay-as-you-go cellular account has a zero balance for more than 30 days, Customer's pay-as-you-go cellular service will be terminated and new activation fees shall be required to re-establish service and a new cellular telephone number may be required. (e) Any other provision hereof to the contrary notwithstanding, Customer's pay-as-you-go cellular PIN shall have no monetary value whatsoever after the date pre-printed on the PIN receipt. (f) Customer's pay-as-you-go cellular PIN is just like cash, and, as such, it is not replaceable, refundable, exchangeable or rechargeable by Bluegrass Cellular.
- (5) BLUEGRASS UNLIMITED PAY-AS-YOU-GO PLAN: Customers contracting for BLUEGRASS UNLIMITED PAY-AS-YOU-GO plan have special restrictions on their calling privileges. Specifically, Customers of the BLUEGRASS UNLIMITED PAY-AS-YOU-GO plan may not place and/or receive calls that would incur long distance charges. If Customer wishes to place such a call, Customer must use a valid calling card or other PIN roaming/long distance solution. In addition, Customer may not place or receive roaming calls, unless otherwise noted in the "Comments" field of this agreement. Customers of this plan may, however, place and/or receive an unlimited amount of local calling area calls. Local calling area calls are not subject to additional charges beyond the pay-as-you-go charge assessed by Bluegrass Cellular to establish or maintain Customer's cellular telephone service. At no time is BLUEGRASS UNLIMITED PAY-AS-YOU-GO service refundable. Terms and conditions (4)(b)-(c) and (4)(e)-(f) of this agreement do not apply to Customers contracting for BLUEGRASS UNLIMITED PAY-AS-YOU-GO PLAN.
- (6) LIMITATION OF LIABILITY: Bluegrass Cellular shall not be liable to Customer for any interruptions of service whatsoever caused by failure of equipment or services not provided by Bluegrass Cellular, failure of communications, power outages, or other interruption not within the complete control of Bluegrass Cellular, nor shall Bluegrass Cellular be liable for performance deficiencies caused or created by Customer's equipment. Bluegrass Cellular's performance under this agreement shall be excused by labor difficulties, governmental orders, civil commotions, acts of God, or other conditions or circumstances beyond its reasonable control. Bluegrass Cellular shall not be liable to Customer if changes in operation, procedures, or services require modification or alteration of Customer's equipment, render the same obsolete or otherwise affect its performance. There shall be no credits, reductions, or setoff against the charges for service for downtime or interruption of service unless such service interruption exceeds twenty-four (24) hours in duration. Bluegrass Cellular shall provide Customer with a credit equal to 1/30 of the recurring monthly charge for service for each twenty-four (24) hour period from the time of notice of interruption until service restoration provided Customer notifies Bluegrass Cellular of the service interruptions. Bluegrass Cellular shall not be liable for any incidental, consequential or punitive damages including but not limited to loss of profits, loss of business or business opportunity or loss of use. BLUEGRASS CELLULAR MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, CONCERNING ITS SERVICES AND EXPRESSLY DISCLAIMS WARRANTIES OF FITNESS FOR A PARTICULAR USE OR PURPOSE, THE WARRANTY OF MERCHANTABILITY OR ANY OTHER WARRANTY IMPLIED BY LAW.
- (7) REGULATION: This agreement shall at all times be subject to change or modification required by the regulatory authority of the state in which service is provided, the Federal Communications Commission or any other authorized governmental body.
- (8) NON-WAIVER: Failure of either party to this agreement to enforce any right shall not constitute a waiver of such right or of any other right, whether of a similar or dissimilar nature, and shall not prohibit the exercise of the same right at a future date.
- (9) CONTROLLING DOCUMENT: THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT SUPERSEDE ANY OTHERS, INCLUDING PRIOR OR CONTEMPORANEOUS REPRESENTATIONS OF SALES REPRESENTATIVES OR THE PERSONNEL OF BLUEGRASS CELLULAR WHETHER ORAL OR WRITTEN.
- (10) EQUIPMENT INSURANCE: If you subscribe to Signal Dial Direct Plus insurance, you acknowledge that the equipment identified in this Agreement is in your possession and in good working order, and that you have received, read and understood the terms and conditions under which that insurance is offered. Accessory coverage can only be purchased in conjunction with equipment coverage. Customer acknowledges that this insurance protection is offered by The Signal, that Bluegrass Cellular acts as a billing agent for The Signal and that any claims regarding this insurance or its administration shall be directed to The Signal at 1-888-352-9183.
- (11) DISPUTE RESOLUTION: Any dispute or controversy arising out of or relating to this agreement, the interpretation of this agreement or any matter within the exclusive or original jurisdiction of the Public Service Commission of the Commonwealth of Kentucky, including matters arising under KRS 278.260, shall be settled exclusively and finally by arbitration between Bluegrass Cellular and customer. The arbitration shall be conducted in accordance with the wireless industry arbitration rules established by the American Arbitration Association as may be amended by Bluegrass Cellular. The arbitration shall be conducted before a sole arbitrator, and under no circumstance shall punitive damages be awarded in the arbitration. Any award rendered in such arbitration proceedings shall be final and binding on each of the parties, and judgment may be entered thereon in a court of competent jurisdiction.
- (12) I acknowledge that a facsimile copy of this document is legally binding. By my signature below, I hereby agree to all the terms and conditions set forth above.

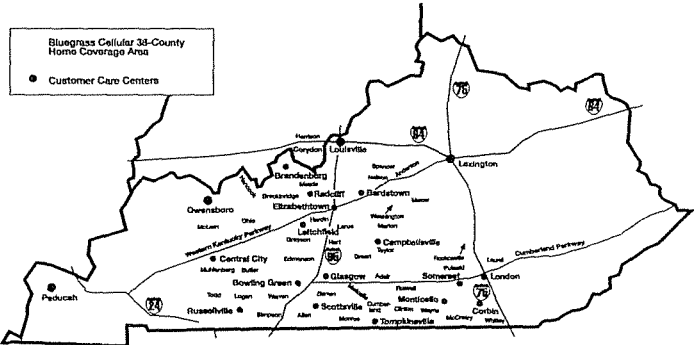
Signature _____

Pay-As-You-Go Unlimited Plus

NOW AVAILABLE: **UNLIMITED LOCAL TEXT MESSAGING**



Unlimited Local Calling	\$59.95 per month
Unlimited Local Text Messaging	included
Long Distance	available with calling card
Roaming	n/a



Where Wireless WorksSM

www.bluegrasscellular.com

1-800-928-CELL

Taxes and surcharges not included. \$15 activation fee applies. Bluegrass Cellular Pay-As-You-Go Unlimited Plus service includes unlimited local calling and unlimited local text messaging within Bluegrass Cellular's home coverage area only. When calling outside the home coverage area, long distance calls can only be placed using a calling card at the time of origination. Other restrictions apply. ©2007 Bluegrass Cellular, Inc. All rights reserved. 11-07

Pay-As-You-Go

BLUEGRASS CELLULAR
Where Wireless Works.



Included Features

- Caller ID
 - Caller ID Block (*67 before dialing)
 - Message Waiting Indicator
 - Voice Mail
 - Personalized Greeting
 - Holds 15 Messages up to 2 Minutes Each
 - Saves Messages up to 5 Days
 - Text Messaging*
 - Pay Per Use - 10¢ per message to send and receive (included)
 - Pay Per Day - 35¢ per day to send and receive (daily debit regardless of use)
- * Text Messaging not available on Unlimited Pay-As-You-Go. For more information, call 1-800-928-CELL or visit your nearest customer care center or authorized agent. Check us out on-line at bluegrasscellular.com

Activating Pay-As-You-Go PIN Service

1. Simply have a customer care associate or authorized agent program your airtime PIN into your new phone or Dial *NEW (*639).
 2. An automated system will guide you through the simple set-up process and will tell you the account balance on your account.* When you complete a call stay on the line to hear your account balance and the number of days until you need to replenish your account. You may also dial *BAL anytime for a current balance.
 3. To activate a new Pay-As-You-Go PIN, buy a new PIN and dial *AD to add the new airtime. Follow the directions you hear after dialing.
- *Minutes remaining are dependent upon the type of call placed (peak, off peak, roaming and calls to Mexico).

Airtime Expiration Dates

You have 60 days (or until your balance is 0) to use your Pay-As-You-Go airtime before expiration, after which you'll need to replenish your account. Replenish at any customer care or participating authorized agent location for \$10/\$25/\$50/\$75 PIN amounts. If you replenish during your inactive period (30 days after your account reaches 0), you are automatically reinstated. If your account after your current PIN has expired or depleted, your account will be disconnected and a new activation fee of \$35 will apply.

Add Minutes Online

We make it easy to replenish your account online by adding \$20, \$25, \$50 or \$75 worth of additional airtime (credit card required). Go to bluegrasscellular.com and click on My Account.

More control as you go.

With Bluegrass Pay-As-You-Go Services, you'll always know how much you're spending each month. There's no contract. No credit check. No deposit. No hassles. No monthly bills!

Choose a Pay-As-You-Go Service just right for you.

Call anywhere in our 38 county home coverage area for one flat rate! Pay-As-You-Go Unlimited

There are no time restrictions and no minutes to count.

Unlimited Local Calling	\$49.95 per month available with calling card
Long Distance	n/a
Roaming	n/a

* Taxes & surcharges not included. \$15 activation fee may apply. Bluegrass Unlimited Pay-As-You-Go service includes unlimited local calling within Bluegrass Cellular home coverage area only. When calling outside the home coverage area, long distance calls can only be placed using a calling card at the time of origination. Other restrictions apply.

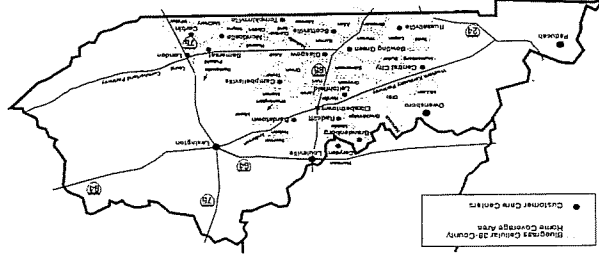
Pay-As-You-Go Basic Pin Service

Peak	25¢ per minute
Off Peak	10¢ per minute
Off Peak Calling Times	Mon-Fri 8:00pm - 5:59am & all day Sat & Sun
Long Distance	included
Calls to Mexico	85¢ per minute
Roaming	25¢ per minute

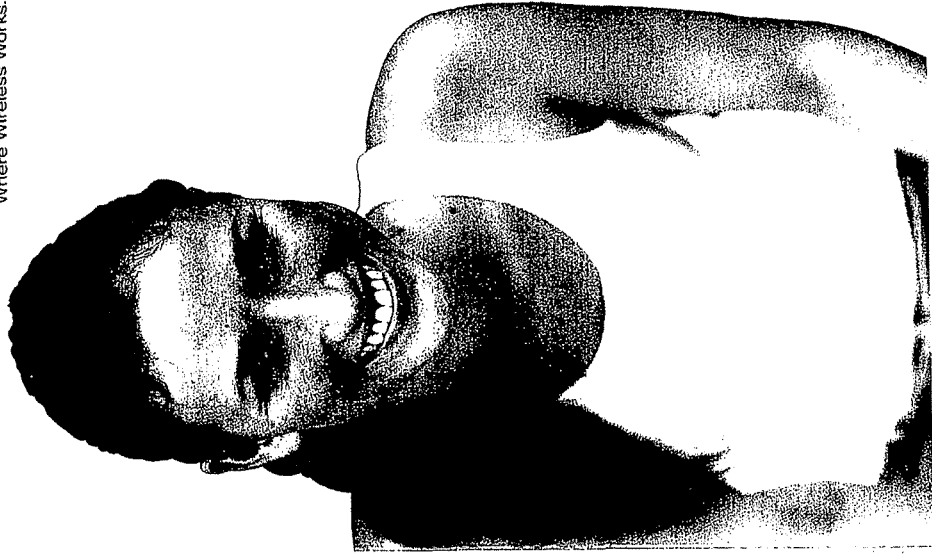
Pay-As-You-Go Plus Pin Service

Peak	25¢ per minute
Unlimited Mobile-to-Mobile & Free Nights & Weekends	\$1.00 per day
Night & Weekend Times	Mon-Fri 8:00pm - 5:59am & all day Sat & Sun
Long Distance	included
Calls to Mexico	85¢ per minute
Roaming	25¢ per minute

*Roaming rate per minute includes long distance. Roaming service available in most U.S. Markets on Pay-As-You-Go PIN service only.



Pay-As-You-Go



Prestaciones incluidas

Con los servicios Pay-As-You-Go, usted recibe estas fantásticas prestaciones:

- Identificador de llamadas
- Bloqueo de identificador de llamadas (marcando antes *67)
- Indicador de mensaje en espera
- Correo de voz
 - Saludo personalizado
 - Guarda un máximo de 15 mensajes de un máximo de 2 minutos de duración cada uno
- Mensajes de texto*
 - Guarda mensajes hasta un máximo de 5 días
 - Pago por uso - 10¢ por mensaje tanto si lo manda como si lo recibe (incluido diario independientemente del uso)
 - Pago por día - 35¢ por día tanto si manda como si recibe (débito diario independientemente del uso)

* Mensajes de texto no disponibles con el servicio Pay-As-You-Go Unlimited. Para más información, llame al 1-800-528-CELL o visite su centro de Atención al Cliente más cercano o agente autorizado. Visite nuestra Página Web en www.bluegrasscellular.com.

Cómo activar el servicio Pay-As-You-Go PIN

Es muy fácil activar su servicio con PIN (Número de Identificación Personal):

1. Basta con que un representante de Atención al Cliente o un agente autorizado programe su PIN de tiempo de llamadas de su nuevo teléfono o bien marque *NEW (*639).
2. Un sistema automatizado le guiará a través de un proceso de inicio sim-ple y luego le comunicará el saldo de su cuenta.* Cuando termine una llamada, puede permanecer en la línea para saber el saldo de su cuenta y el número de días que le quedan para reabastecer su cuenta o bien marcar *BAL en cualquier momento para saber cuál es su saldo actual.
3. Para activar un nuevo PIN de Pay-As-You-Go, compre un nuevo PIN y marque *ADD para agregar nuevo tiempo. Siga las instrucciones que crea después de marcar.

*Los minutos que le quedan dependen del tipo de llamada que haya hecho (hora punta, hora no punta, roaming (tránsito) y llamadas a México).

Fechas de vencimiento del tiempo de llamadas

Usted dispone de 60 días (o hasta que el saldo de su cuenta llega a 0) para usar el tiempo de Pay-As-You-Go antes de que venza, después del cual tendrá que reabastecer su cuenta. Usted puede reabastecerla desde cualquier centro de Atención al Cliente o desde el establecimiento de un agente autorizado participante. Las cantidades PIN disponibles son \$10, \$25, \$50 y \$75. Si reabastece su cuenta durante un periodo inactivo (30 días después de que su cuenta llega a 0), se restablece el servicio automáticamente. Si usted no reabastece su cuenta después del vencimiento de su PIN o de haber agotado su tiempo, su cuenta será desconectada y tendrá que activarla de nuevo por una tarifa de \$35.

Agregue minutos en línea

Le facilitamos el que reabastezca su cuenta en línea ingresando dinero en su cuenta \$20, \$25, \$50 ó \$75 en tiempo adicional (se necesita una tarjeta de crédito). Diríjase a www.bluegrasscellular.com y haga clic en My Account.

©2007 Bluegrass Cellular, Inc. All rights reserved. 4/07

Más control de sus llamadas.

Con los servicios Bluegrass Pay-As-You-Go usted siempre sabe cuánto gasta cada mes. No hay necesidad de firmar un contrato. ¡Sin comprobante de crédito! ¡Sin depósito! ¡Sin inconvenientes! ¡Sin facturas mensuales!

Elija el servicio Pay-As-You-Go que más le convenga.

Pay-As-You-Go Ilimitado
¡Llame a cualquier lugar de nuestros 38 condados con cobertura, pagando una sola tarifa fija! No hay restricciones de tiempo ni minutos que contar.

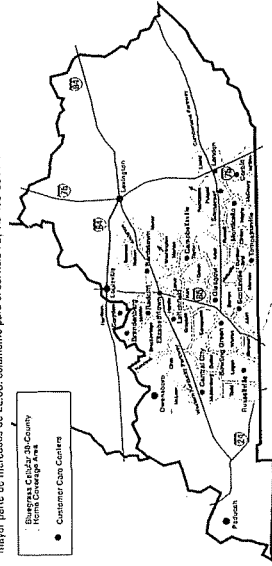
Llamadas ilimitadas locales	\$49.95 por mes
Llamadas de larga distancia	Disponible con una tarjeta de llamadas n/d
Roaming	

*Impuestos y sobrecargas no incluidos. Se puede aplicar una tarifa de \$15 por activación. El servicio Bluegrass Unlimited Pay-As-You-Go incluye llamadas ilimitadas locales dentro del área de cobertura de Bluegrass Cellular solamente. Al llamar fuera del área de cobertura, las llamadas en larga distancia sólo pueden hacerse usando la tarjeta de llamadas en el momento de originarse. Se aplican otras restricciones.

Servicio Pay-As-You-Go Básico Pin	
Horas punta	25¢ por minuto
Horas no punta	10¢ por minuto
De épocas que llaman máximas	Lun-Vier 8:00pm - 5:59am y todo el día los Sá. y Do. incluido
Larga distancia	85¢ por minuto
Llamadas a México	25¢ por minuto
Roaming	

Servicio Pay-As-You-Go Plus Pin	
Horas punta	25¢ por minuto
Ilimitado de móvil y gratuito los viernes por la noche y fines de semana	\$1.00 por día
Noche y fines de semana	Lun-Vier 8:00pm - 5:59am y todo el día los Sá. y Do. incluido
Larga distancia	85¢ por minuto
Llamadas a México	25¢ por minuto
Roaming	

**La tarifa de Roaming por minuto incluye las llamadas a larga distancia. Servicio Roaming disponible en la mayor parte de mercados de EE.UU. solamente para el servicio Pay-As-You-Go Pin.



Wireless Services At-A-Glance

BLUEGRASS
CELLULAR
Where Wireless Works.



Additional Features Available

Don't forget to add ringtones, picture messaging and more to your voice plan!
BlueWorks Mobile Web/BREW™ Access - Surf the mobile web for all the information you need for instant access to weather, sports scores, movie listings and other information on demand. Plus, download games, ringtones, email tools, graphics and more from BREW. View the BREW catalog to see what items are available for your phone
 Monthly subscription or usage fees required for each BREW application

BlueWorks Picture Messaging - Send picture messages to any email address or BlueWorks camera phone. Upload and store pictures on your online scrapbook. Bundled packages are available to get the most from your phone

BlueWorks Mobile Office Solutions - Send and receive email, access your calendar, contacts and tasks, view attachments, make calls and browse the Internet - all on one device

BlueWorks Push-To-Talk - Make an instant connection to one or more contacts. Use your same number for Push-To-Talk connections, and know when your co-workers, friends and family are available

Ringback Tones - Go beyond the ring and customize what your callers hear while they wait for you to answer - choose from hundreds of songs and clips

Online!
 Monthly subscription and per tone fees required. Ringback Tones are covered by U.S. Patent rights and are licensed to Ring Plus, Inc. under patent No. 7,007,608

Find out more about these options in our Features Brochure, or ask a Bluegrass Cellular sales associate

Bluegrass Cellular Retail Locations

Corporate	Campbellsville	Glasgow	Monticello	270-465-7005	(Highland	Radcliff	606-340-0055
270-769-0339	Central City	Commons)	270-651-1400	270-352-0900	Russellville	Glasgow	270-726-1645
502-348-4719	Columbia	(Happy Valley	270-634-4546	270-239-2355	Scottsville	Corbin	270-781-8999
270-781-8999	Corbin	Rd.)	270-678-2212	606-404-0100	Bowling Green	(Oxford	270-393-0355
Center)	270-393-0355	Elizabethtown	London	606-383-0300	Tompkinsville	Brandenburg	270-422-8080
270-422-8080	270-769-0100	606-389-0100	270-487-0850	270-769-2731	270-487-0850	270-422-8080	270-422-8080

Find a list of our Authorized Agent Locations at bluegrasscellular.com.

Plans with Additional Lines Available

Plan Coverage Area Minutes Included	Individual Plans		Nationwide								
	Local	Local* + 100 Roaming	250	350	650	850	1250	2000	3000	4000	6000
Monthly Access	\$20.00	\$39.95	\$29.95	\$34.95	\$49.95	\$59.95	\$79.95	\$99.95	\$149.95	\$199.95	\$249.95
Add-Lines	n/a	n/a	\$19.95*	\$19.95*	\$9.95*	\$9.95*	\$9.95**	\$9.95**	\$9.95**	\$9.95**	\$9.95**
Each Add'l Minute	\$.35	\$.35	\$.45	\$.45	\$.40	\$.35	\$.25	\$.25	\$.25	\$.20	\$.20
Night/Weekend Minutes	\$9.95	UNL from home	1000	5000	UNL	UNL	UNL	UNL	UNL	UNL	UNL
Home Uni. Mobile-to-Mobile	\$9.95	UNL from home	\$9.95	✓	✓	✓	✓	✓	✓	✓	✓
Nationwide Uni. Mobile-to-Mobile	n/a	UNL from home	n/a	✓	✓	✓	✓	✓	✓	✓	✓
Nationwide Long Distance	n/a	*UNL from home	✓	✓	✓	✓	✓	✓	✓	✓	✓
Basic Voice Mail	\$5	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

LOCAL PLAN: Free features include: Toll Free RV, Message Waiting, Indicator, Caller ID, Call Forwarding, Digital features not available in all areas. Home and Extended Home coverage areas apply. Add-lines are not available. **BLUETRACK UNLIMITED PLUS PLAN:** Unlimited Local Calling also includes nationwide long distance from 38 county home coverage area, any calls made outside the 38 county home coverage area will debit from the additional 100 nationwide minutes. Calls may only be forwarded to voice mail. *Overage charges will apply at the rate of \$0.35/min. Add-lines are not available. **BLUETRACK COMPLETE:** Free features include: Caller ID, Call Waiting, Call Forwarding, and Basic Voice Mail. *Additional lines (up to 2) can be added for \$19.95 or \$39.95 per mo. per line, depending on price plan. **Additional lines (up to 3) can be added for \$9.95 per mo. per line. Included lines above include calls to Bluegrass Cellular subscribers nationwide. \$3.95 home mobile-to-mobile option allows unlimited calls to other Bluegrass Cellular customers within home (38 county area only). For all plans, 60% of customers and anytime during any single billing cycle must originate within Bluegrass Cellular's home coverage area. Other restrictions may apply.

Features

Call Waiting – Call waiting is included with your plan as a free feature. You will, however, have minutes debited for both calls that you have in your call waiting queue.

Call Forwarding – The process of forwarding a call is free, but minutes may be debited from both accounts if one Bluegrass Cellular phone is forwarded to another.

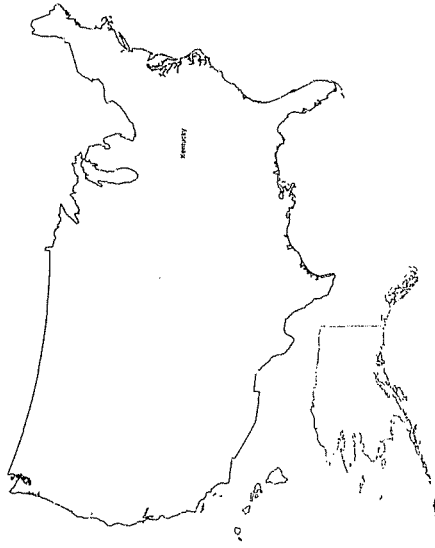
*Call forwarding feature not available with Pay-As-You-Go and Unlimited plans.

Caller ID/Outbound Caller ID – Available free of charge. To block caller ID, press *67 before dialing the number you wish to call. To unblock caller ID, press *82, and dial the number as usual.

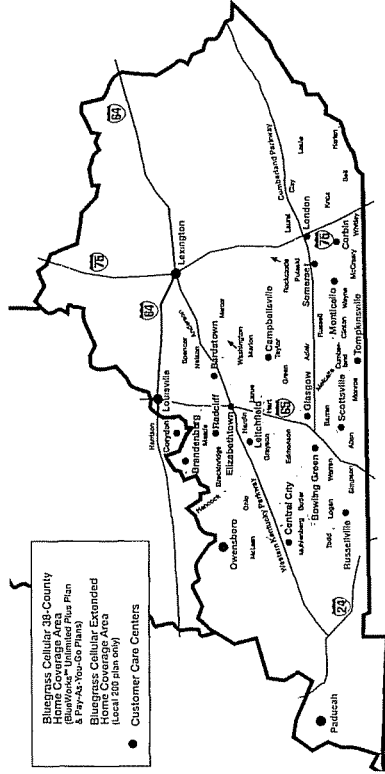
Directory Assistance – Calls to 411 or to 555-1212 for directory assistance cost \$1.20 per call when in the home area and deducts from plan minutes.

Text Messaging – Automatically included with each plan for \$0.15 per message sent or received. You can remove this feature if requested. Text messaging packages and feature bundles are available – see our Features Brochure for more information.

Nationwide Coverage Area



Home Coverage Area



Bluegrass Cellular 38-County Home Coverage Area
Bluegrass Cellular Extended Home Coverage Area (not for plan only)
● Customer Care Centers

Voice Mail – included free of charge in many of our plans. **Voice Mail Plus** is just \$10 per month for sending messages to multiple recipients. See our Features Brochure for more information.

Detailed billing – available for \$3.50 per month. Ask about this option if you are interested in viewing call information on your bill each month. This feature is free with BlueWorks Complete plans with shared lines.

Current coverage area approximates actual coverage available from FCC license transmitters. Actual coverage may vary due to geographical terrain, weather, customer equipment, and other factors. Bluegrass Cellular coverage area may not be available in all states. Roaming and long distance charges may appear in subsequent bills. Digital features may not be available and roam indicator may appear on phone.