



at&t

WHOLESALE AGREEMENT

Customer Name: Vista PCS, LLC

Vista PCS, LLC adoption of Cricket 2

Vista PCS 3

Agreement with:

Vista PCS, LLC

ADOPTION AGREEMENT

This Adoption Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Vista PCS, LLC ("Vista"), a Delaware corporation on behalf of its licensed holding subsidiary, Vista License Holdings, LLC, and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, (collectively, "AT&T") having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Adoption Agreement, Vista has adopted the Interconnection Agreement between Cricket Communications, Inc. and AT&T dated November 7, 2005 (the "Cricket Agreement") for the States of Kentucky and North Carolina; and

WHEREAS, Vista has requested that AT&T make available the Cricket Agreement in its entirety for the state(s) of Kentucky and North Carolina.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Adoption Agreement, Vista and AT&T hereby agree as follows:

1. Recitals.

The foregoing Recitals are hereby incorporated into and made a part of this Adoption Agreement.

1. Vista shall adopt in its entirety the Cricket Agreement and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Adoption Agreement. The Cricket Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of the Cricket Agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	3
Title Page	1
Table of Contents	1

Agreement	31
Attachment A	3
Attachment B	1
Attachment C	4
TOTAL	44

2. In the event that Vista consists of two (2) or more separate entities as set forth in the preamble to this Adoption Agreement, all such entities shall be jointly and severally liable for the obligations of Vista under this Adoption Agreement.

3. The term of this Adoption Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section II of the Cricket Agreement.

4. Vista shall accept and incorporate any amendments to the Cricket Agreement executed as a result of any final judicial, regulatory, or legislative action as of the Effective Date of this Adoption Agreement.

5. In entering into this Adoption Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this Adoption Agreement (including intervening law rights asserted by either Party via written notice as to the Adoption Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the Federal Communications Commission ("FCC"), state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this Adoption Agreement, or which the Parties have not yet fully incorporated into this Adoption Agreement or which may be the subject of future government regulation or other action.

6. Every notice, consent or approval of a legal nature, required or permitted by this Adoption Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by U.S. mail postage prepaid, or e-mail if an e-mail address is listed below, addressed to:

AT&T

AT&T Wireless Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

Business Markets Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Vista PCS, LLC

Attention: Elaine Critides
 Counsel – Interconnection, Regulatory Matters
 Verizon Wireless, as Manager of Vista PCS, LLC
 1300 I Street NW
 Washington DC 20005

and

Attention: Associate Director – Contract Negotiations
 Verizon Wireless, as Manager of Vista PCS, LLC
 1120 Sanctuary Parkway, STE 150 – Mail Code GASA 51CT
 Alpharetta, GA 30004

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Adoption Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mail. Notice by e-mail shall be effective on the date sent.

IN WITNESS WHEREOF, the Parties have executed this Adoption Agreement the day and year written below.

**BellSouth Telecommunications, Inc. d/b/a
 AT&T Alabama, AT&T Florida, AT&T
 Georgia, AT&T Kentucky,
 AT&T Louisiana, AT&T Mississippi,
 AT&T North Carolina, AT&T South
 Carolina and AT&T Tennessee**

By: Kathy Wilson-Chu

Name: Kathy Wilson-Chu

Title: Director

Date: 9/13/07

Vista PCS, LLC

By: Anthony J. Melone

Name: Anthony J. Melone

Title: Senior Vice President and Chief
 Technology Officer,
 Cellco Partnership d/b/a Verizon Wireless,
 as Manager for Vista PCS, LLC

Date: 9/10/07