

MFN AGREEMENT

This MFN Agreement (“MFN Agreement”), which shall be filed with and is subject to approval by the respective State Commissions, as indicated below, and shall become effective ten (10) days after approval by such Commissions (“Effective Date”), is entered into by and between Halo Wireless, Inc. (“CARRIER”), a Texas corporation on behalf of itself, 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;

WHEREAS, CARRIER has requested that AT&T make available the 251/252 wireless interconnection agreement, in its entirety, executed between BellSouth Telecommunications, Inc. and T-Mobile USA, Inc., dated May 8, 2003, for the State(s) of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee (collectively “AT&T”) (“Wireless Agreement”);

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this MFN Agreement, CARRIER has adopted the Wireless Agreement for the State(s) of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina and Tennessee; and,

WHEREAS, the Parties have agreed to add an additional Whereas Clause to the Wireless Agreement, through a separate amendment to the Wireless Agreement, which the Parties are executing concurrent with CARRIER’S execution of this MFN Agreement;

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

1. **AT&T** shall be defined as the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. CARRIER and **AT&T** shall adopt, in its entirety, the Wireless Agreement, dated May 8, 2003, and any and all amendments to said Wireless Agreement, executed and approved by the appropriate State Commissions as of the date of the execution of this MFN Agreement. The Wireless Agreement and all amendments thereto are attached hereto as Exhibit 1 and are incorporated herein by this reference. The adoption of the Wireless Agreement with amendment(s) consists of the following:

ITEM
MFN Agreement
Signature Page
Exhibit 1 Cover Page
T-Mobile USA, Inc. Agreement
T-Mobile USA, Inc. Amendment – Effective March 3, 2004
T-Mobile USA, Inc. Amendment – Effective April 30, 2006
T-Mobile USA, Inc. Amendment – Effective April 21, 2008
T-Mobile USA, Inc. Amendment – Effective December 15, 2008
Whereas Clause Amendment

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

The term of this MFN Agreement shall be from the Effective Date as set forth in the first paragraph above and shall expire as of January 7, 2011.

4. CARRIER shall accept and incorporate any approved amendments to the Wireless Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. In entering into this MFN 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 MFN Agreement with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, State 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 MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

6.

7. Every notice, consent or approval of a legal nature, required or permitted by this MFN Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid addressed to:

To AT&T:

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398
Facsimile Number: 214-464-2006

With a Copy To:

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


To CARRIER:

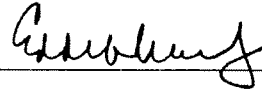
Todd Wallace
CTO
3437 W. 7th Street
Box 127
Fort Worth, TX 76107
Phone Number 682-551-3797
Facsimile Number 817-338-3777
Email: twallace@halowireless.com

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 MFN 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 mails.

Halo Wireless, Inc.

BellSouth Telecommunications, Inc., d/b/a
AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Mississippi, AT&T
North Carolina, AT&T South Carolina and
AT&T Tennessee, by AT&T Operations, Inc.,
their authorized agent

By: 

By: 

Name: Todd Wallace

Name: Eddie A. Reed, Jr.

Title: CTO

Title: Director-Interconnection Agreements

Date: 3-29-2010

Date: 4.5-10

EXHIBIT 1