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June 5, 2012

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Filing of Amendments

Dear Mr. Derouen:

Enclosed for filing is a CD-ROM containing the following Amendments. The documents have been electronically filed with the Commission.

Alltel Communications, LLC
d/b/a Verizon Wireless
Interconnection Amendment
Case No. 00471

Cellco Partnership
d/b/a Verizon Wireless
Interconnection Amendment
Case No. 00486

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Mary K. Keyer

Enclosure

1036792

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COMMISSION

KY Public Service Commission

Electronic Interconnection Agreements Upload

Filing Receipt for 12700_ica

Filed 6/5/2012 3:41:12 PM		
File Name	Description	Type
BST_READ1ST_060512.pdf	Cover letter	Read First/Cover Letter
Alltel_Communications.pdf	Amendment	Interconnection
Cellco_Partnership.pdf	Amendment	Interconnection

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JUN - 8 2012

PUBLIC SERVICE
COMMISSION

**AMENDMENT TO THE AGREEMENT
BETWEEN
CELLCO PARTNESHIP D/B/A VERIZON WIRELESS
AND
BELLSOUTH TELECOMMUNICATIONS, LLC**

This Amendment ("Amendment") amends the July 15, 2002 Interconnection Agreement between BellSouth Telecommunications, LLC, a Georgia limited liability company (formerly named 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 referred to herein as "AT&T ILECs"), and Cellco Partnership d/b/a Verizon Wireless, a Delaware Partnership, (herein referred to as "Cellco"), on behalf of itself and its wireless service provider affiliates, as listed on the signature page of this Amendment. The AT&T ILECs and Cellco may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, the AT&T ILECs and Cellco are Parties to an Interconnection Agreement, under Sections 251 and 252 of the Telecommunications Act of 1996, for Commercial Mobile Radio Service ("CMRS"), effective July 15, 2002, and as subsequently amended (the "Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to establish a multiple state composite Mobile Originated/Land Originated Ratio ("M/L Ratio") for usage billing purposes; and

WHEREAS, the Parties desire to amend the Agreement to establish a Shared Facility Factor, pursuant to which the AT&T ILECs will compensate Cellco for the AT&T ILEC's use of the interconnection trunks and facilities that Cellco leases from the AT&T ILECs; and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep for Local Traffic Minutes of Use exchanged between the Parties, effective July 1, 2012 and going forward;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the AT&T ILECs and Cellco hereby agree to amend the Agreement as follows:

1. The foregoing recitals are hereby incorporated into this Amendment by this reference.
2. Section IV.A.1 of the Agreement shall be amended by adding the following language:

Effective July 1, 2012, the Parties shall implement bill-and-keep for Local Traffic Minutes of Use exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities, pursuant to the Report and Order and Further Notice of Proposed Rulemaking, issued by the FCC, on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189).

3. Effective July 1, 2012, the existing Attachment B-1 of the Agreement shall be replaced in its entirety by Amended Attachment B-1 attached to this amendment as Exhibit A.
4. Section IV.A.2. of the Agreement shall be amended to add the following language to the existing text:
 - a. By mutual agreement, the Parties may establish a multiple state composite, i.e., one multi-state M/L Ratio, as opposed to state-specific M/L Ratios, using the sum of the AT&T ILECs'-originated/Cellco-terminated and Cellco-originated/AT&T ILEC-terminated IntraMTA Local Traffic for the AT&T ILEC states in which Cellco is operating, and



that will be applied to each state individually. The M/L Ratio reflects the percentage of Cellco- originated Local Traffic to the total Local Traffic exchanged between the Parties (defined above and herein as “M-L”), and the percentage of the AT&T ILEC- originated Local Traffic to the total Local Traffic exchanged between the Parties (defined herein as “L-M”).

- b. Intermediary Traffic, i.e., transit traffic, shall not be used in the determination of the M/L Ratio.
 - c. Either Party may request that a traffic study be conducted to review the M/L Ratio. Such traffic study requests may be made no more frequently than every six (6) months, beginning with the Effective Date of this Amendment, with any newly agreed upon M/L Ratio being applied prospectively only, starting from the date of the written request for the review.
 - d. The Parties hereby agree to implement a multiple state composite M/L Ratio for Cellco, and it shall be Sixty-Seven/Thirty-Three (67/33) (i.e., Sixty-Seven Percent (67%) M-L and Thirty-Three Percent (33%) L-M) to become effective on the Effective Date of this Amendment. The M/L Ratio developed pursuant to this Section is specific to Cellco. Any other CMRS carrier adopting this Agreement must work jointly with the AT&T ILECs to calculate a M/L Ratio that is specific to such adopting CMRS carrier. Such M/L Ratio for the adopting CMRS carrier shall be applied prospectively from the date the M/L Ratio specific to the adopting CMRS carrier is approved by the applicable state commission. The M/L Ratio for the adopting CMRS carrier will be Eighty/Twenty (80/20) from the Agreement adoption effective date until the M/L Ratio specific to the adopting CMRS carrier is approved by the applicable state commission.
5. Sections IV.A.4.a and IV.A.4.b of the Agreement shall be deleted and replaced in their entirety by the following:
- a. Where Cellco has leased trunks and facilities from the AT&T ILECs for interconnection between the Parties, Cellco shall make such trunks and facilities available to the AT&T ILECs for the AT&T ILECs' use. If the AT&T ILECs elect to use such trunks and facilities to deliver AT&T ILEC-originated Local Traffic to Cellco for termination, then the Parties agree that Cellco will charge the AT&T ILECs for the AT&T ILECs' use of such trunks and facilities on a monthly basis as follows: To determine the monthly trunk and facility compensation owed by the AT&T ILECs to Cellco, Cellco shall apply a mutually agreed upon Shared Facility Factor (“SFF”) to the recurring DS1 and below trunk and facility charges billed by the AT&T ILECs to Cellco, that are associated with only the trunks and facilities used to transport AT&T ILEC-originated, Cellco-terminated Local Traffic, billed to Cellco by the AT&T ILECs.
 - b. The Shared Facility Factor can be developed on a state- by- state basis or a multiple state basis, as mutually agreed by the Parties, and shall be calculated by adding the Facility Use Factor plus the Facility Use Factor times the percent of DS3 charges to DS1 and below charges plus the Facility Use Factor times the percent of ring charges to DS1 and below charges, i.e., $SFF = \text{Facility Use Factor} + (\text{Facility Use Factor} \times (\text{DS3 charges/DS1 and below charges})) + (\text{Facility Use Factor} \times (\text{ring charges/DS1 and below charges}))$ rounded to a single decimal. The Facility Use Factor, used in the Shared Facility Factor calculation, shall be calculated by dividing the measured AT&T ILEC-originated, Cellco-terminated Local Traffic Minutes of Use (“MOUs”) by the total measured MOUs that transverse the trunks and facilities in both directions, including all Intermediary (Transit) Traffic, rounded to a single decimal.
 - c. Except for the Shared Facility Factor, as described herein, Cellco shall not charge the AT&T ILECs for any other charges for the AT&T ILECs' use of the trunks and facilities leased by Cellco.
 - d. A review of the Shared Facility Factor may be requested in writing by either Party, no more frequently than every six (6) months, beginning with the Effective Date of this Amendment. If such a review results in a change in the Shared Facility Factor, the new factor will be applied prospectively only, starting from the date of the written request for the review.

- e. The Parties hereby agree to implement a multi-state Shared Facility Factor for Cellco, and it shall be Fifteen Percent (15.0%), to become effective on the Effective Date of this Amendment. This Shared Facility Factor, and any other Shared Facility Factor developed pursuant to this Section, is specific to Cellco. Any other CMRS carrier adopting the Agreement must work jointly with the AT&T ILECs to calculate a Shared Facility Factor that is specifically applicable to such adopting CMRS carrier. Such Shared Facility Factor for the adopting CMRS carrier shall be applied prospectively from the date the Shared Facility Factor specific to the adopting CMRS carrier is approved by the applicable state commission. The Shared Facility Factor for the adopting CMRS carrier will be Eight Percent (8%) from the Agreement adoption effective date until the Shared Facility Factor specific to the adopting CMRS carrier is approved by the applicable state commission.
6. Attachment A of the Agreement shall be deleted and replaced with Amended Attachment A of this Amendment, which is incorporated herein by reference.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
9. This Amendment shall not modify or extend the Term of the underlying Agreement, but, rather, shall be coterminous with such Agreement.
10. This Amendment shall be filed with, and is subject to approval by, the appropriate State Commission(s) and shall become effective upon approval by such Commission(s) ("Amendment Effective Date").
11. Any CMRS carrier that adopts the Agreement after the Amendment Effective Date of this Amendment shall be entitled to bill-and-keep on Local Traffic Minutes of Use exchanged between the Parties from the effective date of the adopting carrier's agreement, going forward, i.e., there shall be no retroactive application of bill-and-keep on Local Traffic Minutes of Use.
12. Each Party represents, covenants and warrants to the other Party that such Party has the sole right and exclusive authority to execute this Amendment on behalf of all entities that it is signing on behalf of and to carry out the terms and conditions hereof.

Cellco Partnership d/b/a Verizon Wireless

Anderson CellTelCo d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

Athens Cellular, Inc. d/b/a Verizon Wireless

Bell Atlantic Mobile of Asheville, Inc. d/b/a Verizon Wireless

Gadsden CellTelCo Partnership d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

GTE Mobilnet of Florence, Alabama Incorporated d/b/a Verizon Wireless

GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless

Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

Lafayette Cellular Telephone Company

By: Verizon Wireless Personal Communications LP, Its General Partner

San Antonio MTA, L.P. d/b/a Verizon Wireless

By: Verizon Wireless Texas LLC, Its General Partner

Southwestco Wireless L.P. d/b/a Verizon Wireless

By: Southwestco Wireless Inc., Its Managing Partner

Tuscaloosa Cellular Partnership d/b/a Verizon Wireless

By: Cellco Partnership, Its Managing General Partner

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Verizon Wireless of the East LP d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

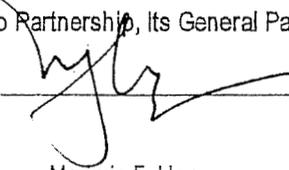
Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

Verizon Wireless

Verizon Wireless Telecom Inc. d/b/a Verizon Wireless

Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

Signature: 

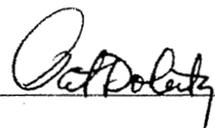
Name: Marjorie F. Hsu
(Print or Type)

Title: VP, Network Administration
(Print or Type)

Date: 21 MAY 2012

BellSouth Telecommunications, LLC 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 AT&T Services, Inc., their authorized agent

Signature: 

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 5-29-12

ACNA(s): EBA, PPM

State	CMRS OCN
AL	6804
FL	6502
GA	6540
KY	6500
LA	6505
MS	6396
NC	6324
SC	6398
TN	6673

Amended Attachment A

The following CMRS licensee(s) and associated market area(s) is/are subject to, and, to the extent necessary, is/are made party(ies) to the underlying interconnection agreement:

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Cellco Partnership	Alabama 1-Franklin	AL	KNKR324	CL
Cellco Partnership	Alabama 2-Jackson	AL	KNKN936	CL
Cellco Partnership	Alabama 5-Cleburne	AL	L000007319	CL
Cellco Partnership	Anniston	AL	KNKA665	CL
Cellco Partnership	Anniston	AL	KNLG282	PCS
Cellco Partnership	Birmingham	AL	KNKA343	CL
Cellco Partnership	Birmingham	AL	WPOJ689	PCS
Cellco Partnership	Decatur	AL	KNLG297	PCS
Cellco Partnership	Florence	AL	KNLG301	PCS
Cellco Partnership	Gadsden	AL	KNLG305	PCS
Cellco Partnership	Huntsville	AL	KNKA698	CL
Cellco Partnership	Huntsville	AL	KNLG315	PCS
Cellco Partnership	Tuscaloosa	AL	WPOJ696	PCS
Gadsden CellTelCo Partnership	Gadsden	AL	KNKA607	CL
Gadsden CellTelCo Partnership	Gadsden	AL	WPXN764	PCS
GTE Mobilnet of Florence, Alabama Incorporated	Florence	AL	KNKA669	CL
GTE Mobilnet of Florence, Alabama Incorporated	Florence	AL	WPXN763	PCS
Tuscaloosa Cellular Partnership	Tuscaloosa	AL	KNKA783	CL
Tuscaloosa Cellular Partnership	Tuscaloosa	AL	L000002450	PCS
Verizon Wireless of the East LP	Alabama 8-Lee	AL	KNKQ356	CL
Verizon Wireless of the East LP	Dothan	AL	KNKA688	CL
Verizon Wireless of the East LP	Dothan-Enterprise	AL	L000007315	PCS
Verizon Wireless of the East LP	Dothan-Enterprise	AL	L000007316	PCS
Verizon Wireless of the East LP	Montgomery	AL	KNKA522	CL
Cellco Partnership	Bradenton	FL	WQJQ742	700
Cellco Partnership	Florida 3-Hardee	FL	WQJQ758	700
Cellco Partnership	Miami-Fort Lauderdale	FL	WQJQ700	700
Cellco Partnership	Miami-Fort Lauderdale-Hollywood	FL	WQJQ723	700
Cellco Partnership	Orlando	FL	WQJQ699	700
Cellco Partnership	Tampa-St.Petersburg-Orlando	FL	WQJQ701	700
Cellco Partnership	West Palm Beach-Boca Raton	FL	WQJQ732	700
Verizon Wireless of the East LP	Panama City	FL	KNKA662	CL
Verizon Wireless Personal Communications LP	Jacksonville	FL	KNLF274	PCS
Verizon Wireless Personal Communications LP	Miami-Ft. Lauderdale	FL	KNLF230	PCS
Verizon Wireless Personal Communications LP	Tampa-St. Petersburg-Orlando	FL	KNLF226	PCS
Verizon Wireless Telecom Inc.	Daytona Beach	FL	KNLH219	PCS
Verizon Wireless Telecom Inc.	Ocala	FL	KNLH226	PCS
Athens Cellular, Inc.	Athens	GA	KNKA709	CL
Athens Cellular, Inc.	Athens	GA	KNLG605	PCS
Athens Cellular, Inc.	Athens	GA	L000008802	700
Athens Cellular, Inc.	Atlanta	GA/AL/NC	L000008800	700
Cellco Partnership	Albany-Tifton	GA	WQIQ270	PCS
Cellco Partnership	Athens	GA	WQJQ744	700
Cellco Partnership	Atlanta	GA	WQLI788	PCS
Cellco Partnership	Atlanta	GA/AL/NC	WQJQ702	700
Cellco Partnership	Augusta	GA	WPOK610	PCS
Cellco Partnership	Columbus	GA/AL	WQJQ733	700
Cellco Partnership	Gainesville	GA	KNLG306	PCS
Cellco Partnership	Georgia 1-Whitfield	GA	KNKN664	CL
Cellco Partnership	Georgia 2-Dawson	GA	KNKN671	CL
Cellco Partnership	Rome	GA	KNLG341	CW
Southwestco Wireless L.P.	Atlanta	GA/AL/NC	L000008614	700
Southwestco Wireless L.P.	Georgia 5-Haralson	GA	KNKN621	CL
Verizon Wireless (VAW) LLC	Atlanta	GA	KNKA315	CL
Verizon Wireless (VAW) LLC	Atlanta	GA	KNLG285	PCS
Verizon Wireless (VAW) LLC	Atlanta	GA	WPXN765	PCS
Verizon Wireless (VAW) LLC	Georgia 3-Chattooga	GA	KNKQ304	CL

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Verizon Wireless (VAW) LLC	Georgia 4-Jasper	GA	KNKN547	CL
Verizon Wireless of the East LP	Albany	GA	KNKA563	CL
Verizon Wireless of the East LP	Atlanta	GA	WPWH652	PCS
Verizon Wireless of the East LP	Atlanta	GA/AL/NC	L000008712	700
Verizon Wireless of the East LP	Augusta	GA/SC	KNKA440	CL
Verizon Wireless of the East LP	Columbus	GA/AL	KNKA677	CL
Verizon Wireless of the East LP	Columbus	GA/AL	L000008717	700
Verizon Wireless of the East LP	Georgia 6-Spalding	GA	KNKQ354	CL
Verizon Wireless of the East LP	Georgia 6-Spalding	GA	KNKQ438	CL
Verizon Wireless of the East LP	Georgia 7-Hancock	GA	KNKN676	CL
Verizon Wireless of the East LP	Georgia 8-Waren	GA	KNKN684	CL
Verizon Wireless of the East LP	Georgia 9-Marion	GA	KNKN744	CL
Verizon Wireless of the East LP	Georgia 10-Bleckley	GA	KNKN777	CL
Verizon Wireless of the East LP	Georgia 12-Liberty	GA	KNKN709	CL
Verizon Wireless of the East LP	Georgia 13-Early	GA	KNKN680	CL
Verizon Wireless of the East LP	Macon-Warner Robins	GA	KNKA705	CL
Verizon Wireless of the East LP	Macon-Warner Robins	GA	KNLG325	PCS
Verizon Wireless of the East LP	Savannah	GA	KNKA579	CL
GTE Wireless of the Midwest Incorporated	Evansville	IN/KY	KNKA410	CL
Cellco Partnership	Corbin	KY	WQEM937	PCS
Cellco Partnership	Kentucky 2-Union	KY	KNKN871	CL
Cellco Partnership	Kentucky 7-Trimble	KY	KNKN837	CL
Cellco Partnership	Kentucky 11-Clay	KY	KNKN787	CL
Cellco Partnership	Lexington	KY	KNLH256	PCS
Cellco Partnership	Lexington	KY	WQCS428	PCS
Cellco Partnership	Lexington-Fayette	KY	KNKA638	CL
Cellco Partnership	Louisville	KY	WQCS429	PCS
Cellco Partnership	Louisville	KY/IN	KNKA266	CL
Cellco Partnership	Middlesboro-Harlan	KY	WPTB354	PCS
Cellco Partnership	Paducah-Murray-Mayfield	KY	WPTB358	PCS
GTE Wireless of the Midwest Incorporated	Owensboro	KY	KNKA716	CL
Kentucky RSA No. 1 Partnership	Kentucky 1-Fulton	KY	KNKQ306	CL
Cellco Partnership	Alexandria	LA	WQJQ739	700
Cellco Partnership	Lake Charles	LA	WQJQ738	700
Cellco Partnership	Lake Charles	LA	WQGA713	AWS
Cellco Partnership	Louisiana 1-Claiborne	LA	WQGA709	AWS
Cellco Partnership	Louisiana 1-Claiborne	LA	WQJQ767	700
Cellco Partnership	Louisiana 2-Morehouse	LA	WQGA710	AWS
Cellco Partnership	Louisiana 2-Morehouse	LA	WQJQ768	700
Cellco Partnership	Louisiana 3-De Soto	LA	WQGA711	AWS
Cellco Partnership	Louisiana 3-De Soto	LA	WQJQ769	700
Cellco Partnership	Louisiana 4-Caldwell	LA	WQGA712	AWS
Cellco Partnership	Monroe	LA	WQGA707	AWS
Cellco Partnership	Shreveport	LA	WQGA706	AWS
Lafayette Cellular Telephone Company	Lafayette	LA	KNKA458	CL
San Antonio MTA, L.P.	Louisiana 5-Beauregard	LA	WQMP261	CL
Verizon Wireless Personal Communications LP	Louisiana 5-Beauregard	LA	WQMP262	CL
Verizon Wireless Personal Communications LP	Louisiana 6-Iberville	LA	KNKQ339	CL
Verizon Wireless Personal Communications LP	Louisiana 7-West Feliciana	LA	KNKQ380	CL
Verizon Wireless Personal Communications LP	New Orleans-Baton Rouge	LA	KNLF234	PCS
Cellco Partnership	Hattiesburg	MS	KNLH426	PCS
Verizon Wireless Personal Communications LP	Jackson	MS	KNLF890	PCS
Verizon Wireless Personal Communications LP	Mississippi 8-Claiborne	MS	KNKN636	CL
Verizon Wireless Personal Communications LP	Mississippi 9-Copiah	MS	KNKQ350	CL
Verizon Wireless Personal Communications LP	Vicksburg	MS	KNLG672	PCS
Verizon Wireless Tennessee Partnership	Mississippi 1-Tunica	MS	L000007318	CL
Verizon Wireless Tennessee Partnership	Mississippi 4-Yalobusha	MS	L000007317	CL
Bell Atlantic Mobile of Asheville, Inc.	Asheville	NC	KNKA819	CL
Cellco Partnership	Asheville-Hendersonville	NC	WQEM930	PCS
Cellco Partnership	Burlington	NC	KNKA815	CL
Cellco Partnership	Burlington	NC	WQDD241	PCS

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Cellco Partnership	Charlotte	NC	KNKA329	CL
Cellco Partnership	Charlotte-Gastonia	NC	WQCS421	PCS
Cellco Partnership	Charlotte-Gastonia	NC	WQEM932	PCS
Cellco Partnership	Charlotte-Gastonia	NC	WQJQ729	700
Cellco Partnership	Charlotte-Greensboro-Greenville	NC/SC	WQLI791	PCS
Cellco Partnership	Fayetteville	NC	KNKA485	CL
Cellco Partnership	Fayetteville-Lumberton	NC	KNLF374	PCS
Cellco Partnership	Goldsboro-Kinston	NC	WQDD243	PCS
Cellco Partnership	Greensboro-Winston Salem-High Point	NC	WQCS424	PCS
Cellco Partnership	Greensboro-Winston Salem-High Point	NC	WQJQ728	700
Cellco Partnership	Greenville-Washington	NC	WQDD244	PCS
Cellco Partnership	Hickory	NC	KNKA770	CL
Cellco Partnership	Hickory-Lenoir-Morganton	NC	WQEM945	PCS
Cellco Partnership	Jacksonville	NC	KNLF377	PCS
Cellco Partnership	New Bern	NC	WQDD242	PCS
Cellco Partnership	North Carolina 1-Cherokee	NC	KNKN626	CL
Cellco Partnership	North Carolina 2-Yancey	NC	KNKN631	CL
Cellco Partnership	North Carolina 4-Henderson	NC	KNKQ342	CL
Cellco Partnership	North Carolina 5-Anson	NC	KNKN624	CL
Cellco Partnership	North Carolina 15-Cabarrus	NC	KNKQ443	CL
Cellco Partnership	Raleigh-Durham	NC	KNKA358	CL
Cellco Partnership	Raleigh-Durham	NC	WQDD240	PCS
Cellco Partnership	Raleigh-Durham	NC	WQGN685	PCS
Cellco Partnership	Raleigh-Durham	NC	WQJQ731	700
Cellco Partnership	Roanoke Rapids	NC	WQDD245	PCS
Cellco Partnership	Rocky Mount-Wilson	NC	WQDD246	PCS
Cellco Partnership	Wilmington	NC	KNLF381	PCS
Anderson CellTelCo	Anderson	SC	KNKA664	CL
Anderson CellTelCo	Anderson	SC	L000003869	PCS
Cellco Partnership	Charleston	SC	WPUD532	PCS
Cellco Partnership	Charleston	SC	WQLI789	PCS
Cellco Partnership	Columbia	SC	KNKA473	CL
Cellco Partnership	Columbia	SC	WPUD534	PCS
Cellco Partnership	Florence	SC	KNKA628	CL
Cellco Partnership	Florence	SC	WPTD221	PCS
Cellco Partnership	Florence	SC	WPUD535	PCS
Cellco Partnership	Greenville	SC	KNKA360	CL
Cellco Partnership	Greenville-Spartanburg	SC	WPUD536	PCS
Cellco Partnership	Greenwood	SC	WPUD537	PCS
Cellco Partnership	Myrtle Beach	SC	WPUD538	PCS
Cellco Partnership	Myrtle Beach	SC	WPUD913	PCS
Cellco Partnership	Myrtle Beach	SC	WQLI792	PCS
Cellco Partnership	Orangeburg	SC	WPUD539	PCS
Cellco Partnership	South Carolina 1-Oconee	SC	KNKQ351	CL
Cellco Partnership	South Carolina 2-Laurens	SC	KNKN778	CL
Cellco Partnership	South Carolina 3-Cherokee	SC	KNKN668	CL
Cellco Partnership	South Carolina 6-Clarendon	SC	KNKN519	CL
Cellco Partnership	South Carolina 7-Calhoun	SC	KNKQ453	CL
Cellco Partnership	South Carolina 8-Hampton	SC	KNKR323	CL
Cellco Partnership	South Carolina 9-Lancaster	SC	KNKN780	CL
Cellco Partnership	Sumter	SC	WPUD906	PCS
Verizon Wireless Telecom Inc.	Columbia	SC	KNLH215	PCS
Cellco Partnership	Cookeville	TN	WQEM936	PCS
Cellco Partnership	Kingsport-Johnson City-Bristol	TN/VA	WQEM949	PCS
Cellco Partnership	Memphis	TN/AR/MS	WQJQ726	700
Verizon Wireless Personal Communications LP	Memphis-Jackson (Jackson, MS BTA)	TN/MS	WPZT692	PCS
Verizon Wireless Telecom Inc.	Nashville	TN/KY	WQIQ267	PCS
Verizon Wireless Tennessee Partnership	Chattanooga	TN/GA	KNKA324	CL
Verizon Wireless Tennessee Partnership	Chattanooga	TN	KNLF893	PCS
Verizon Wireless Tennessee Partnership	Chattanooga	TN	KNLG293	PCS
Verizon Wireless Tennessee Partnership	Clarksville-Hopkinsville	TN/KY	KNKA523	CL
Verizon Wireless Tennessee Partnership	Cleveland	TN	KNLG294	CW
Verizon Wireless Tennessee Partnership	Johnson City-Kingsport-Bristol	TN/VA	KNKA354	CL
Verizon Wireless Tennessee Partnership	Knoxville	TN	KNKA325	CL

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Verizon Wireless Tennessee Partnership	Knoxville	TN	WQCG404	PCS
Verizon Wireless Tennessee Partnership	Memphis	TN/AR/MS	KNKA346	CL
Verizon Wireless Tennessee Partnership	Memphis	TN	KNLG326	PCS
Verizon Wireless Tennessee Partnership	Nashville	TN	KNLH414	PCS
Verizon Wireless Tennessee Partnership	Nashville-Davidson	TN	KNKA334	CL
Verizon Wireless Tennessee Partnership	Tennessee 1-Lake	TN	KNKN574	CL
Verizon Wireless Tennessee Partnership	Tennessee 2-Cannon	TN	KNKN746	CL
Verizon Wireless Tennessee Partnership	Tennessee 3-Macon	TN	KNKN655	CL
Verizon Wireless Tennessee Partnership	Tennessee 4-Hamblen	TN	KNKN526	CL
Verizon Wireless Tennessee Partnership	Tennessee 5-Fayette	TN	KNKN743	CL
Verizon Wireless Tennessee Partnership	Tennessee 6-Giles	TN	KNKN742	CL
Verizon Wireless Tennessee Partnership	Tennessee 7-Bledsoe	TN	KNKN707	CL
Verizon Wireless Tennessee Partnership	Tennessee 8-Johnson	TN	KNKR257	CL
Verizon Wireless Tennessee Partnership	Tennessee 9-Maury	TN	KNKN560	CL

PRICING SHEET

EXHIBIT A
 AMENDED ATTACHMENT B-1
 CMRS PROVIDER /AT&T
 Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	AL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	FL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	FL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	KY	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	KY	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	LA	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	LA	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	MS	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	MS	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	NC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	NC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	NC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	NC	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	NC	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	SC	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	SC	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

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Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk