

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF)	
ASSURANCE WIRELESS USA, L.P. FOR)	CASE NO. 2024-00374
EXPANSION OF THE AREA IN WHICH IT)	
MAY PROVIDE LIFELINE SERVICE AS AN)	
ELIGIBLE TELECOMMUNICATION)	
CARRIER AND FOR AUTHORIZATION TO)	
RECEIVE KENTUCKY UNIVERSAL SERVICE)	
FUND SUPPORT FOR LIFELINE SERVICE)	

**APPLICATION FOR EXPANSION OF AREA TO SERVE
AS AN ELIGIBLE TELECOMMUNICATION CARRIER AND
FOR AUTHORIZATION TO RECEIVE KENTUCKY UNIVERSAL SERVICE
SUPPORT FOR LIFELINE SERVICE**

Pursuant to 807 KAR 5:001, Section 14, Assurance Wireless USA, L.P. (“Assurance Wireless” or “Applicant”) applies to the Kentucky Public Service Commission (“Commission”) for an order as expeditiously as reasonably possible but no later than **January 31, 2025** expanding the area within Kentucky in which it may serve as an eligible telecommunications carrier (“ETC”) providing Lifeline service and authorizing Applicant to receive Kentucky Universal Service Fund support for Lifeline service provided within the Commonwealth of Kentucky.¹

In support of its Application, Assurance Wireless states:

1. Applicant’s full name and mailing address is Assurance Wireless USA, L.P., is: 12920 SE 38th Street, Bellevue, Washington 98006. Its e-mail address is William.Haas@T-Mobile.com.
2. Applicant is a limited partnership organized and in good standing in the state of Delaware. Originally formed as a Delaware limited liability company and known as Virgin Mobile

¹ There is no Kentucky statute or administrative regulation that specifically addresses eligibility for support from the Kentucky Universal Service Fund.

USA, LLC, it was subsequently converted into a limited partnership known as Virgin Mobile USA, LP. On February 18, 2020, Applicant amended its name to Assurance Wireless USA, L.P. A copy of Applicant's limited partnership agreement and notice of name change are attached to this Application and collectively marked as **Exhibit A**.

3. Applicant is authorized to transact business in the Commonwealth of Kentucky and is in good standing. Applicant's Certificate of Authorization is attached to this Application as **Exhibit B**.

4. All correspondence and communications regarding this Application should be addressed to:

Kendrick R. Riggs
Stoll Keenon Ogden PLLC
400 West Market Street, Suite 2700
Louisville, Kentucky 40202
Telephone: (502) 560-4222
kendrick.riggs@skofirm.com

William A. Haas
Managing Corporate Counsel
P.O. Box 10076
Cedar Rapids, IA 52410
Telephone: (630) 290-7615
William.Haas@T-Mobile.com

5. On June 10, 2011, the Commission in Case No. 2010-00524² determined that the Applicant met all regulatory requirements for ETC designation and declared the Applicant eligible to receive federal low income ("Lifeline") universal service support. The Commission designated Applicant to be an ETC in the areas defined by the wire centers listed on **Exhibit C**, to this application.³ Today, Assurance Wireless, which became part of T-Mobile in 2020, provides

² *Petition of Virgin Mobile USA, L.P. for Limited Designation as an Eligible Telecommunications Carrier*, Case No. 2010-00524 (Ky. PSC June 10, 2011). Applicant did not request any funding support from the Kentucky Universal Service Fund at the time it requested designation as an ETC. *Id.*, Order at 6.

³ *Id.*, Appendix to Order. See also letter from Douglas F. Brent, counsel for Virgin Mobile USA, LP, to Jeffrey Derouen, Executive Director, Kentucky Public Service Commission (June 2, 2011) (filed in Case No. 2010-00524).

facilities-based wireless service to qualifying low-income subscribers in the exchanges of the non-rural and rural telephone companies shown in Revised Exhibit 2 in Case No. 2010-00524.⁴

6. Pursuant to 807 KAR 5:001 Section 11(5), Applicant requests that the record of Case No. 2010-00524 be incorporated by reference into the record of this proceeding.

7. The existing ETC designation area for Assurance Wireless is materially smaller than its current wireless coverage area in Kentucky. By this Application, Assurance Wireless requests expansion of its designated ETC service area to encompass statewide authority where it has wireless coverage to provide Lifeline service only to additional qualifying Kentucky households. At this time, Assurance Wireless would provide expanded service to include the wire centers listed in **Exhibit D** to this Application. This expansion will allow Assurance Wireless to provide Lifeline services to eligible low-income households anywhere it has wireless coverage in Kentucky. Consistent with its current Lifeline only ETC designation, Assurance Wireless certifies that it is not seeking designation in the expanded area to receive high-cost assistance funding from the federal Universal Service Fund.

8. Applicant currently complies with FCC regulations⁵ that establish the eligibility criteria for ETC designation for Lifeline support.

⁴ The Federal Communication Commission (“FCC”) has long recognized that entities within a corporate family that enjoy the “beneficial use” of property may consider that property their own for purposes of ETC designation. *See Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, *Report and Order*, FCC 97-157 at ¶ 158 (“*First Report and Order*”). The FCC and other states have recognized that Assurance Wireless (f/k/a Virgin Mobile) is a “facilities-based carrier for ETC purposes. *See Federal-State Joint Board on Universal Service; In the Matter of Virgin Mobile USA, L.P., Petitions for Designation as an Eligible Telecommunications Carrier in the States of Alabama, Connecticut, Delaware, New Hampshire, and Washington D.C.*, WC Docket No. 09-197, *Order*, DA 10-2433 (rel. Dec. 29, 2010). *See, e.g., In the Matter of the Petition of Virgin Mobile USA, L.P. for Designation as an Eligible Telecommunications Carrier*, Docket No. P-6863/M-11-314, *Order Granting Limited ETC Designation* (rel. Dec. 7, 2012) at 3 (“Virgin Mobile has not requested forbearance from the facilities ownership requirement because it was acquired by Sprint Nextel and therefore has the benefit of Sprint’s wireless facilities.”).

⁵ 47 C.F.R. § 54.401 et seq.

9. Applicant did not request any funding support from the Kentucky Universal Service Fund at the time it requested designation as an ETC in Case No. 2010-00524 and is not currently receiving such funding support.

10. Applicant is not required to meet any additional requirements beyond the requirements for receipt of federal Lifeline support to qualify for receipt of Kentucky Universal Service Fund support. Given that the Commission has previously determined that the Applicant is qualified to receive federal Lifeline support, it does not need to engage in any fact-finding prior to authorizing the Applicant to receive Kentucky Universal Service Fund support.

11. Applicant agrees that, upon receiving the requested designation, it will continue to:

- a. Collect and remit or otherwise contribute to the Kentucky Universal Service Fund the Commission-ordered surcharge for each customer it serves in Kentucky;
- b. Collect and remit or otherwise contribute to the Kentucky Relay Service/Telecommunications Access Program surcharge for each customer it serves in Kentucky;
- c. Collect and remit or otherwise contribute to the Kentucky Department of Revenue any prepaid service fee or charge that KRS 65.7634 requires it to collect;
- d. Annually file with the Commission a report of its gross earnings or receipts derived from intrastate business for the preceding calendar year as KRS 278.130 requires; and
- e. Annually pay to the Kentucky Department of Revenue any assessment for the Commission's maintenance made upon the Applicant pursuant to KRS 278.150

12. Applicant's current Lifeline monthly plan consists of unlimited text messaging, 3,000 domestic voice minutes and 4.5 gigabytes of data provided at no charge to the subscriber. Applicant also offers a paid plan that includes, in addition to the unlimited texts and 3,000 domestic voice minutes, 7 gigabytes of data for \$10/annually. In addition, Applicant will offer subscribers

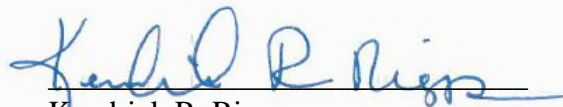
a second paid option that, in addition to unlimited texts and 3,000 domestic voice minutes, includes 7 gigabytes of high-speed data per month at the rate of \$0.83 per month. Finally, as of the Commission's approval of the expansion of the ETC designation area and authorization of receipt of KUSF funds, all of Applicant's Lifeline plans will include unlimited domestic voice minutes.

WHEREFORE, Assurance Wireless requests that the Commission:

1. Place this application at the head of its docket;
2. Enter an Order incorporating by reference the record of Case No. 2010-00524 into the record in this proceeding pursuant to 807 KAR 5:001 Section 11(5); and
3. Enter an Order as expeditiously as reasonably possible but no later than **January 31, 2025**, designating Assurance Wireless as an ETC eligible to receive Kentucky Universal Service Fund support for Lifeline service that it provides within the Commonwealth of Kentucky and authorizing the expansion of its designated ETC area as set forth herein.

Dated: December 3, 2024

Respectfully submitted,



Kendrick R. Riggs
Stoll Keenon Ogden PLLC
400 West Market Street, Suite 2700
Louisville, Kentucky 40202
Telephone: (502) 333-6000
Fax: (502) 627-8722
kendrick.riggs@skofirm.com

Counsel for Assurance Wireless USA, L.P.

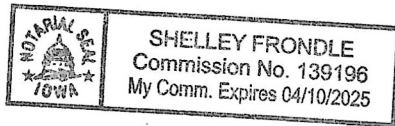
STATE OF IOWA

COUNTY OF LINN

The undersigned, William A. Haas, duly sworn, deposes and states under penalty of perjury that he is the Managing Corporate Counsel for Assurance Wireless USA, L.P., the Applicant in these proceedings, that he has read this Application and noted its contents, and that the statements made therein are true and correct to the best of his knowledge and belief.

William A. Haas

Subscribed and sworn to before me by William A. Haas, on this
December 3, 2024.




Shelley Frondle
Notary Public

Notary ID: 139196

My Commission Expires: 4-10-2025

CERTIFICATE OF SERVICE

In accordance with 807 KAR 5:001, Section 8 and the Commission's Order of July 22, 2021 in Case No. 2020-00085, I certify that this document was electronically transmitted to the Public Service Commission on December 3, 2024; and that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding.



Counsel for Assurance Wireless USA, L.P.

EXHIBIT A

EX-10.1 6 dex101.htm AMENDED AND RESTATED LIMITED PARTNERSHIP OF VIRGIN MOBILE USA, L.P.

Exhibit 10.1

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

OF

VIRGIN MOBILE USA, L.P.

Dated as of August 22, 2008

THE PARTNERSHIP UNITS OF VIRGIN MOBILE USA, L.P. HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, THE SECURITIES LAWS OF ANY STATE OR ANY OTHER APPLICABLE SECURITIES LAWS AND ARE BEING ISSUED IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. SUCH UNITS MUST BE ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED AT ANY TIME EXCEPT IN COMPLIANCE WITH (I) THE SECURITIES ACT, ANY APPLICABLE STATE SECURITIES LAWS, AND ANY OTHER APPLICABLE SECURITIES LAWS; AND (II) THE TERMS AND CONDITIONS OF THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT. THE UNITS MAY NOT BE TRANSFERRED OF RECORD EXCEPT IN COMPLIANCE WITH SUCH LAWS AND THIS AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT. THEREFORE, PURCHASERS OF SUCH UNITS WILL BE REQUIRED TO BEAR THE RISK OF THEIR INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Table of Contents

	<u>Page</u>
ARTICLE I	
DEFINITIONS	
SECTION 1.01. Definitions	2
ARTICLE II	
FORMATION, TERM, PURPOSE AND POWERS	
SECTION 2.01. Conversion and Formation	8
SECTION 2.02. Name	9
SECTION 2.03. Term	9
SECTION 2.04. Offices	9
SECTION 2.05. Agent for Service of Process	9
SECTION 2.06. Business Purpose	9
SECTION 2.07. Powers of the Partnership	9
SECTION 2.08. Partners; Admission of New Partners	10
SECTION 2.09. Withdrawal	10
ARTICLE III	
MANAGEMENT	
SECTION 3.01. General Partner	10
SECTION 3.02. Compensation	11
SECTION 3.03. Expenses	11
SECTION 3.04. Officers	11
SECTION 3.05. Authority of Partners	11
SECTION 3.06. Action by Written Consent	11
ARTICLE IV	
DISTRIBUTIONS and loans	
SECTION 4.01. Distributions and Loans	12
SECTION 4.02. Liquidation Distributions	13
SECTION 4.03. Limitations on Distributions	13

ARTICLE V

CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS;
TAX ALLOCATIONS; TAX MATTERS

SECTION 5.01. Initial Capital Contributions	13
SECTION 5.02. No Additional Capital Contributions; Additional Funds	14
SECTION 5.03. Capital Accounts	14
SECTION 5.04. Allocations of Profits and Losses	15
SECTION 5.05. Special Allocations	15
SECTION 5.06. Curative Allocations	16
SECTION 5.07. Other Allocation Rules	16
SECTION 5.08. Tax Allocations: Code Section 704(c)	17
SECTION 5.09. Tax Withholding	18
SECTION 5.10. Successors in Interest	18
SECTION 5.11. Tax Matters	18
SECTION 5.12. Tax Classification	20
SECTION 5.13. Tax Elections	20
SECTION 5.14. Continuation of VMU LLC	20

ARTICLE VI

BOOKS AND RECORDS; REPORTS

SECTION 6.01. Books and Records	20
---------------------------------	----

ARTICLE VII

PARTNERSHIP UNITS

SECTION 7.01. Units	21
SECTION 7.02. Register	21
SECTION 7.03. Splits, Distributions and Reclassifications	21
SECTION 7.04. Cancellation of Securities and Units	21
SECTION 7.05. Incentive Plans	22
SECTION 7.06. Issuances of Securities	22
SECTION 7.07. Registered Partners	23
SECTION 7.08. Exchange of Units	23

ARTICLE VIII

TRANSFER RESTRICTIONS

SECTION 8.01. Limited Partner Transfers	25
SECTION 8.02. Permitted Transferees	26
SECTION 8.03. Further Restrictions	26
SECTION 8.04. Rights of Assignees	27

SECTION 8.05. Admissions, Withdrawals and Removals	27
SECTION 8.06. Admission of Assignees as Substitute Limited Partners	28
SECTION 8.07. Withdrawal of Certain Partners	28

ARTICLE IX

DISSOLUTION, LIQUIDATION AND TERMINATION

SECTION 9.01. No Dissolution	28
SECTION 9.02. Events Causing Dissolution	28
SECTION 9.03. Distribution upon Dissolution	29
SECTION 9.04. Time for Liquidation	29
SECTION 9.05. Termination	29
SECTION 9.06. Claims of the Partners	29
SECTION 9.07. Survival of Certain Provisions	30

ARTICLE X

LIABILITY AND INDEMNIFICATION

SECTION 10.01. Liability of Partners	30
SECTION 10.02. Indemnification	31

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. Severability	33
SECTION 11.02. Notices	33
SECTION 11.03. Cumulative Remedies	35
SECTION 11.04. Binding Effect	35
SECTION 11.05. Interpretation	35
SECTION 11.06. Counterparts	35
SECTION 11.07. Further Assurances	35
SECTION 11.08. Entire Agreement	35
SECTION 11.09. Governing Law	35
SECTION 11.10. Submission to Jurisdiction; Waiver of Jury Trial	36
SECTION 11.11. Expenses	37
SECTION 11.12. Amendments and Waivers	37
SECTION 11.13. No Third Party Beneficiaries	38
SECTION 11.14. Headings	38
SECTION 11.15. Construction	38
SECTION 11.16. Power of Attorney	38
SECTION 11.17. Partnership Status	39

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT**OF****VIRGIN MOBILE USA, L.P.**

This AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT (this “Agreement”) of Virgin Mobile USA, L.P. (the “Partnership”) is made as of the 22nd day of August, 2008, by and among VMU GP I, LLC, a limited liability company organized under the laws of the State of Delaware, as General Partner (as defined herein) of the Partnership, Bluebottle USA Holdings L.P., a limited partnership formed under the laws of the State of Delaware, as a Limited Partner (as defined herein) of the Partnership, Virgin Mobile USA, Inc., a Delaware corporation, as a Limited Partner of the Partnership (the “Ultimate Parent”), Sprint Ventures, Inc., a Delaware corporation, as a Limited Partner of the Partnership, and the other Limited Partners of the Partnership admitted in accordance with this Agreement.

WITNESSETH:

WHEREAS, Virgin Mobile USA, LLC was formed as a Delaware limited liability company on October 4, 2001 (“VMU LLC”);

WHEREAS, on October 16, 2007 in connection with the IPO (as defined herein) VMU LLC was converted into the Partnership (the “Conversion”) pursuant to the Delaware Limited Liability Company Act, as amended from time to time (the “LLC Act”), and the Delaware Revised Uniform Limited Partnership Act (the “Act”) by causing the filing in the office of the Secretary of State of the State of Delaware of a Certificate of Conversion to Limited Partnership of VMU LLC to the Partnership (the “Conversion Certificate”) and a Certificate of Limited Partnership of the Partnership (the “Certificate”);

WHEREAS, on October 16, 2007 the Partners entered into a limited partnership agreement of the Partnership (the “Original Agreement”);

WHEREAS, on the date hereof and pursuant to the Transaction Agreement (the “Transaction Agreement”), dated as of June 27, 2008, by and among the Partnership, the Ultimate Parent, Corvina Holdings Limited, Helio LLC, SK Telecom USA Holdings, Inc. (“SK Telecom”), EarthLink Inc. (“EarthLink”) and Helio, Inc., SK Telecom and EarthLink will be issued Common Units (as defined herein) and will each be admitted as Limited Partners of the Partnership;

WHEREAS, in accordance with Section 7.06(a) hereof, the Company desires to create a new series of Units with designations, preferences and other rights, terms and conditions that are substantially similar to the designations, preferences and other rights, terms and conditions of the Series A Convertible Preferred Stock, par value \$0.01 per share, issued by the Ultimate Parent on the date hereof (the “Series A Preferred Stock”); and

WHEREAS, the parties hereto desire to amend and restate the Original Agreement in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. Capitalized terms used herein without definition have the following meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

“Act” has the meaning set forth in the recitals of this Agreement.

“Affiliate” means, with respect to a specified Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such specified Person.

“Additional Funds” has the meaning set forth in Section 5.02(b).

“Agreement” has the meaning set forth in the preamble of this Agreement.

“Assignee” has the meaning set forth in Section 8.04.

“Assumed Tax Rate” means a rate equal to the highest effective marginal combined U.S. federal, state and local income tax rate prescribed for a corporate resident of New York, New York.

“Available Cash” means, with respect to any fiscal period, the amount of cash on hand which the General Partner, in its reasonable discretion, deems available for distribution to the Partners, taking into account all debts, liabilities and obligations of the Partnership then due and amounts which the General Partner, in its reasonable discretion, deems necessary to expend or retain for working capital or to place into reserves for customary and usual claims with respect to the Partnership’s operations.

“Beneficial Ownership” means such term as set forth in Rule 13d-3 under the Exchange Act.

“Capital Account” means the separate capital account maintained for each Partner in accordance with Section 5.03 hereof.

“Capital Contribution” means, with respect to any Partner, the aggregate amount of money contributed to the Partnership and the Carrying Value of any property (other than money), net of any liabilities assumed by the Partnership upon contribution or to which such property is subject, contributed to the Partnership pursuant to Article V.

“Carrying Value” means, with respect to any asset of the Partnership, such asset’s adjusted basis for U.S. federal income tax purposes, except that the Carrying Values of all assets of the Partnership shall be adjusted to equal their respective fair market values as

determined by the General Partner, in accordance with the rules set forth in Regulations Section 1.704-1(b)(2)(iv)(f), except as otherwise provided herein, as of: (i) immediately prior to the acquisition of any additional Units by any new or existing Partner in exchange for more than a *de minimis* Capital Contribution, other than an acquisition of Units through the exercise of a noncompensatory option (as defined in Proposed Regulation Section 1.721-2(d)); (ii) immediately after the acquisition of Units through the exercise of a noncompensatory option (as defined in Proposed Regulation Section 1.721-2(d)); (iii) immediately prior to the distribution of more than a *de minimis* amount of assets of the Partnership to a Partner in redemption of Units; and (iv) any other date required by Regulations; provided, however, that adjustments pursuant to clauses (i) and (ii) above shall be made only if the General Partner reasonably determines that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners; and provided further, that such adjustment shall be made upon the acquisition of Units by SK Telecom and Earthlink. The Carrying Value of any asset of the Partnership distributed to any Partner shall be adjusted immediately prior to such distribution to equal its fair market value. The Carrying Value of any asset contributed (or deemed contributed under Regulations Section 1.704-1(b)(1)(iv)) by a Partner to the Partnership will be the fair market value of such asset at the date of its contribution thereto as determined in good faith by the General Partner. Upon an adjustment to the Carrying Value of any asset pursuant to this definition of Carrying Value, the amount of the adjustment shall be included as gain or loss in computing book income or loss in accordance with Regulation Section 1.704-1(b)(2)(e) for purposes of maintaining Capital Accounts hereunder. Upon adjustment to the Carrying Value of any asset pursuant to this definition, such Carrying Value shall thereafter be adjusted by the depreciation, amortization or cost recovery subsequently taken into account with respect to such asset for purposes of computing Profits and Losses.

“Certificate” has the meaning set forth in the preamble of this Agreement.

“Certificate of Incorporation” means the Amended and Restated Certificate of Incorporation of the Ultimate Parent, filed on October 10, 2007 with the Secretary of State of the State of Delaware pursuant to the Delaware General Corporation Law, as such certificate may be amended from time to time.

“Class A Common Stock” means Class A common stock, par value \$0.01 per share, of the Ultimate Parent.

“Class C Common Stock” means Class C common stock, par value \$0.01 per share, of the Ultimate Parent.

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Common Unit” means a Unit issued pursuant to Section 2.01, 7.03, 7.05 or clause (x) of Section 7.06(a), with the rights, powers and duties set forth herein.

“Common Unit Exchange Rate” has the meaning set forth in Section 7.08(a) of this Agreement.

“Contingencies” has the meaning set forth in Section 9.03(b).

“Control” (including the terms “Controlled by” and “under common Control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including, without limitation, the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such Person.

“Conversion” has the meaning set forth in the preamble of this Agreement.

“Conversion Certificate” has the meaning set forth in the preamble of this Agreement.

“Disabling Event” means the General Partner ceasing to be the general partner of the Partnership pursuant to Section 17-402 of the Act.

“Dissolution Event” has the meaning set forth in Section 9.02 of this Agreement.

“EarthLink” has the meaning set forth in the recitals of this Agreement.

“Exchange Act” means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

“Exchange Rate” has the meaning set forth in Section 7.08(a) of this Agreement.

“Exchange Transaction” has the meaning set forth in Section 8.01(b) of this Agreement.

“Fiscal Year” means the calendar year.

“GAAP” means accounting principles generally accepted in the United States of America as in effect from time to time.

“General Partner” means VMU GP I, LLC or any successor general partner admitted to the Partnership in accordance with the terms of this Agreement, in its capacity as general partner of the Partnership.

“Incapacity” means, with respect to any Person, the bankruptcy, dissolution, termination, or with respect to any Person who is an individual, entry of an order of incompetence, or the insanity, permanent disability or death of such Person.

“Incentive Plan” means any equity incentive or similar plan pursuant to which the Ultimate Parent may issue shares of Class A Common Stock or other interest to existing and former directors, officers and employees of the Ultimate Parent or its direct or indirect subsidiaries from time to time.

“IPO” means the initial public offering and sale of Class A Common Stock by the Ultimate Parent, pursuant to the Ultimate Parent’s Registration Statement on Form S-1 (File No. 333-124524).

“Law” means any statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or other order issued or promulgated by any national, supranational, state, federal, provincial, local or municipal government or any administrative or regulatory body with authority therefrom with jurisdiction over the Partnership or any Partner, as the case may be.

“LLC Act” has the meaning set forth in the recitals of this Agreement.

“LLC Agreement” means the Third Amended and Restated Limited Liability Company Agreement of VMU LLC, dated as of August 25, 2003, as amended.

“Limited Partner” means each of the Persons from time to time listed as a limited partner in the books and records of the Partnership, each in its capacity as a limited partner of the Partnership. For purposes of the Act, the Limited Partners shall constitute a single class, group or series of limited partners of the Partnership.

“Liquidation Agent” has the meaning set forth in Section 9.03 of this Agreement.

“Nonrecourse Deductions” has the meaning set forth in Treasury Regulations Section 1.704-2(b). The amount of Nonrecourse Deductions of the Partnership for a fiscal year equals the net increase, if any, in the amount of Partnership Minimum Gain of the Partnership during that fiscal year, determined according to the provisions of Treasury Regulations Section 1.704-2(c).

“Original Agreement” has the meaning set forth in the recitals of this Agreement.

“Partners” means, at any time, each person listed as a Partner (including the General Partner) on the books and records of the Partnership, in each case for so long as he, she or it remains a Partner as provided hereunder.

“Partnership” has the meaning set forth in the preamble of this Agreement.

“Partnership Minimum Gain” has the meaning set forth in Treasury Regulations Sections 1.704-2(b)(2) and 1.704-2(d).

“Partner Nonrecourse Debt Minimum Gain” means an amount with respect to each partner nonrecourse debt (as defined in Treasury Regulations Section 1.704-2(b)(4)) equal to the Partnership Minimum Gain that would result if such partner nonrecourse debt were treated as a nonrecourse liability (as defined in Treasury Regulations Section 1.752-1(a)(2)) determined in accordance with Treasury Regulations Section 1.704-2(i)(3).

“Partner Nonrecourse Deductions” has the meaning ascribed to the term “partner nonrecourse deductions” set forth in Treasury Regulations Section 1.704-2(i)(2).

“Percentage Interest” means, with respect to any Partner, the quotient obtained by dividing the number of Units then owned by such Partner by the number of Units then owned by all Partners (treating all Units on a fully-diluted, as-converted basis).

“Permitted Transferee” has the meaning set forth in Section 8.02 of this Agreement.

“Person” means any individual, corporation, partnership, limited partnership, limited liability company, limited company, joint venture, trust, unincorporated or governmental organization or any agency or political subdivision thereof.

“Preferred Unit” means a preferred Unit issued pursuant to Section 7.03 or clause (y) of Section 7.06(a), with the rights, powers and duties set forth herein.

“Profits” and “Losses” means, for each Fiscal Year or other period, an amount equal to the Partnership’s taxable income or loss for such year or period, determined in accordance Code Section 703(a) and for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss, with the following adjustments: (a) any income of the Partnership that is exempt from U.S. federal income taxation and not otherwise taken into account in computing Profits and Losses pursuant to this definition shall be added; (b) any items of expenditure of the Partnership described in Code Section 705(a)(2)(B) or items of expenditure treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this definition, shall be subtracted, (c) in the event the Carrying Value of any property is adjusted pursuant to clauses (i), (ii), or (iii) of that definition, the amount of such adjustment shall be taken into account as gain or loss from the disposition of such property for purposes of computing Profits or Losses; (d) gain or loss resulting from any disposition of property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to the Carrying Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Carrying Value; (e) to the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Partner’s interest in the Partnership, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses and (f) if the Carrying Value of any asset differs from its adjusted tax basis for U.S. federal income tax purposes the amount of depreciation, amortization or cost recovery deductions with respect to such asset for purposes of determining Profits and Losses shall be an amount which bears the same ratio to such Carrying Value as the U.S. federal income tax depreciation, amortization or other cost recovery deductions bears to such adjusted tax basis (provided that if the U.S. federal income tax depreciation, amortization or other cost recovery deduction is zero, the General Partner may use any reasonable method for purposes of determining depreciation, amortization or other cost recovery deductions in calculating Profits and Losses).

Notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Sections 5.05 and 5.06 shall not be taken into account in computing Profits or Losses.

“Regulations” means the Income Tax Regulations, including Temporary Regulations, promulgated under the Code, as such Regulations may be amended (including corresponding provisions of succeeding regulations).

“Regulatory Allocations” shall have the meaning specified in Section 5.07.

“Securities” has the meaning set forth in Section 7.06(a).

“Securities Act” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Securities Issuer” has the meaning set forth in Section 7.06(a).

“Series A Preferred Stock” has the meaning set forth in the recitals of this Agreement.

“Series A Preferred Unit” means a Preferred Unit issued pursuant to clause (y) of Section 7.06(a) with the rights, powers and duties set forth in Annex A hereto.

“SK Telecom” has the meaning set forth in the recitals of this Agreement.

“Sprint Tax Receivable Agreement” means that certain Tax Receivable Agreement, dated as of October 16, 2007, by and among Sprint Ventures, Inc., the Ultimate Parent and the Partnership.

“Tax Distributions” has the meaning set forth in Section 4.01(b).

“Tax Matters Partner” has the meaning set forth in Section 5.12.

“Transaction Agreement” has the meaning set forth in the preamble to this Agreement.

“Transfer” means, in respect of any Unit, property or other asset, any sale, assignment, transfer, distribution or other disposition thereof, whether voluntarily or by operation of Law, including, without limitation, the exchange of any Unit for any other security.

“Transfer Agent” has the meaning set forth in Section 7.08(a) of this Agreement.

“Transferee” means any Person that is a transferee of a Partner’s interest in the Partnership, or part thereof.

“Ultimate Parent” has the meaning set forth in the recitals of this Agreement.

“Units” means units authorized in accordance with this Agreement, which shall constitute partnership interests in the Partnership as provided in this Agreement and under the Act, entitling the holders thereof to the relative rights, title and interests in the profits, losses, deductions and credits of the Partnership at any particular time as set forth in this Agreement, including the annexes hereof, and any and all other benefits to which a holder thereof may be entitled as a Partner as provided in this Agreement, together with the obligations of such Partner to comply with all terms and provisions of this Agreement.

“Unit Exchange Rate” has the meaning set forth in Section 7.08(a) of this Agreement.

“Virgin Tax Receivable Agreement” means that certain Tax Receivable Agreement, dated as of October 16, 2007, between Corvina Holdings Limited and the Ultimate Parent.

“VMU LLC” has the meaning set forth in the preamble of this Agreement.

“Withheld Taxes” shall have the meaning specified in Section 5.10(a).

“Withholding Loan” shall have the meaning specified in Section 5.10(a).

ARTICLE II

FORMATION, TERM, PURPOSE AND POWERS

SECTION 2.01. Conversion and Formation. (a) Effective as of the time of the Conversion, (i) the LLC Agreement and all other existing organizational documents of VMU LLC were replaced and superseded in their entirety by the Original Agreement and the Certificate in respect of all periods beginning on or after the Conversion, (ii) VMU GP I, LLC was admitted as a general partner of the Partnership, and the Ultimate Parent, Bluebottle USA Holdings L.P. and Sprint Ventures, Inc. were admitted as limited partners of the Partnership, (iii) all of the limited liability company interests in VMU LLC issued and outstanding immediately prior to the Conversion were converted to Common Units in the Partnership and each of the Partners had the Common Units set forth opposite its name on Schedule I to the Original Agreement, and had a capital account with the Partnership equivalent to the capital account that it had with VMU LLC, (iv) the Partners agreed to continue the business of VMU LLC without dissolution in the form of a Delaware limited partnership governed by this Agreement, and (v) in accordance with Section 17-217(g) of the Act, for all purposes of the laws of the State of Delaware, the Partnership shall be deemed to be the same entity as VMU LLC and for all applicable tax purposes the Partnership is a continuation of VMU LLC.

(b) The Partnership was formed as a limited partnership under the provisions of the Act by the filing of the Conversion Certificate and the Certificate with the Secretary of State of the State of Delaware. If requested by the General Partner, the Limited Partners shall promptly execute all certificates and other documents consistent with the terms of this Agreement necessary for the General Partner to accomplish all filing, recording, publishing and other acts as may be appropriate to comply with all requirements for (a) the formation and operation of a limited partnership under the laws of the State of Delaware, (b) if the General Partner deems it advisable, the operation of the Partnership as a limited partnership, or partnership in which the Limited Partners have limited liability, in all jurisdictions where the Partnership proposes to operate and (c) all other filings required to be made by the Partnership.

SECTION 2.02. Name. The name of the Partnership shall be, and the business of the Partnership shall be conducted under the name of, Virgin Mobile USA, L.P. or such other name as the General Partner shall reasonably determine.

SECTION 2.03. Term. The term of the Partnership commenced on the date of the filing of the Certificate, and the term shall continue until the Partnership is dissolved pursuant to this Agreement, subject to the provisions set forth in Article IX and applicable Law. The existence of the Partnership as a separate legal entity shall continue until cancellation of the Certificate in the manner required by the Act.

SECTION 2.04. Offices. The Partnership may have offices at such places within or without the State of Delaware as the General Partner from time to time may select.

SECTION 2.05. Agent for Service of Process. The Partnership's registered agent for service of process in the State of Delaware shall be as set forth in the Certificate, as the same may be amended by the General Partner from time to time.

SECTION 2.06. Business Purpose. The Partnership was formed for the object and purpose of, and the nature of the business to be conducted by the Partnership is, engaging in any lawful act or activity for which limited partnerships may be formed under the Act. Except as otherwise expressly permitted under this Agreement, each of the Ultimate Parent and the General Partner shall conduct all of its operational activities and hold all of its assets (other than (x) equity interests in direct and indirect parent entities of the General Partner and the Partnership and (y) the proceeds of any distributions from the Partnership permitted under this Agreement and any accrued interest thereon) through the Partnership and its subsidiaries. The General Partner shall not hold any assets other than its interest in the Partnership, and for U.S. federal tax purposes shall take any steps necessary to qualify as and remain an entity that is disregarded as separate from its owner under Section 301.7701-3 of the Regulations. Notwithstanding the foregoing, the Ultimate Parent and its subsidiaries shall be permitted to engage in non-operational activities (it being understood that any such activities not specifically contemplated by this Agreement are permitted pursuant to this Section 2.06 only if the holders of Units other than the Ultimate Parent and its subsidiaries would not be prejudiced economically by such activities as compared to holders of the Securities for which such Units may be exchanged pursuant to Section 7.08 of this Agreement) including, but not limited to (a) the ownership, acquisition and disposition of Units, (b) the management of the business and the affairs of the Partnership and its subsidiaries, (c) the operation of the Ultimate Parent or any of its direct or indirect subsidiaries as a reporting company with a class (or classes) of securities registered under the Exchange Act, (d) financing (debt or equity) of the business of the Partnership or any of its direct or indirect subsidiaries, (e) activities relating to maintaining corporate, limited liability company, limited partnership or other entity existence of the Ultimate Parent or any of its direct or indirect subsidiaries, or (f) any activities as are incidental thereto.

SECTION 2.07. Powers of the Partnership. Subject to the limitations set forth in this Agreement, the Partnership will possess and may exercise all of the powers and privileges granted to it by the Act, by any other Law and this Agreement, together with all powers incidental thereto, so far as such powers are necessary or convenient to the conduct, promotion or attainment of the purpose of the Partnership set forth in Section 2.06.

SECTION 2.08. Partners; Admission of New Partners. Each of the Persons listed on Schedule I attached hereto, as the same may be amended from time to time in accordance with this Agreement, by virtue of the Conversion and the execution of this Agreement, are Partners of the Partnership. The rights and liabilities of the Partners shall be as provided in the Act, except as is otherwise expressly provided herein. A Person may be admitted from time to time as a new Partner in accordance with Section 8.05; provided, however, that each new Partner shall execute an appropriate supplement to this Agreement pursuant to which the new Partner agrees to be bound by the terms and conditions of the Agreement, as it may be amended from time to time.

SECTION 2.09. Withdrawal. No Partner shall have the right to withdraw as a Partner of the Partnership other than following the Transfer of all Units owned by such Partner in accordance with Article VIII; provided, however, that a new General Partner or substitute General Partner may be admitted to the Partnership in accordance with Section 8.05.

ARTICLE III

MANAGEMENT

SECTION 3.01. General Partner. (a) The business, property and affairs of the Partnership shall be managed under the sole, absolute and exclusive direction of the General Partner, which may from time to time delegate authority to officers or to others to act on behalf of the Partnership.

(b) Without limiting the foregoing provisions of this Section 3.01, the General Partner shall have the general power to manage or cause the management of the Partnership, which may be delegated to officers of the Partnership, including, without limitation, the following powers:

- (i) to develop and prepare a business plan each year which will set forth the operating goals and plans for the Partnership;
- (ii) to execute and deliver or to authorize the execution and delivery of contracts, deeds, leases, licenses, instruments of transfer and other documents on behalf of the Partnership;
- (iii) to employ, retain, consult with and dismiss personnel;
- (iv) to establish and enforce limits of authority and internal controls with respect to all personnel and functions;
- (v) to engage attorneys, consultants and accountants for the Partnership;
- (vi) to develop or cause to be developed accounting procedures for the maintenance of the Partnership's books of account; and
- (vii) to do all such other acts as shall be authorized in this Agreement or by the Partners in writing from time to time.

(c) If the General Partner is an entity, it shall be organized under the laws of the United States or any political subdivision thereof. If the General Partner is an individual, it shall be a citizen of the United States.

SECTION 3.02. Compensation. The General Partner shall not be entitled to any compensation for services rendered to the Partnership in its capacity as General Partner.

SECTION 3.03. Expenses. The Partnership shall bear and/or reimburse the General Partner for any expenses incurred by the General Partner (in its capacity as the General Partner).

SECTION 3.04. Officers. Subject to the direction of the General Partner, the day-to-day administration of the business of the Partnership may be carried out by employees and agents of the General Partner, Ultimate Parent or any of their respective subsidiaries who may be designated as officers of the Partnership by the General Partner, Ultimate Parent or any of their respective subsidiaries, with titles including but not limited to “chief executive officer,” “president,” “vice president,” “treasurer,” “assistant treasurer,” “secretary,” “assistant secretary,” “general manager,” “senior managing director,” “managing director,” “general counsel,” “director” and “chief financial officer,” as and to the extent authorized by the General Partner. The officers of the Partnership shall have such titles and powers and perform such duties as shall be determined from time to time by the General Partner and otherwise as shall customarily pertain to such offices. Any number of offices may be held by the same person. All officers shall be subject to the supervision and direction of the General Partner and may be removed from such office by the General Partner and the authority, duties or responsibilities of any officer of the Partnership may be suspended by the General Partner from time to time, in each case in the sole discretion of the General Partner.

SECTION 3.05. Authority of Partners. No Limited Partner, in its capacity as such, shall participate in or have any control over the business of the Partnership. Except as expressly provided herein, the Units do not confer any rights upon the Limited Partners to participate in the conduct, control or management of the business of the Partnership described in this Agreement, which conduct, control and management shall be vested exclusively in the General Partner. In all matters relating to or arising out of the conduct of the operation of the Partnership, the decision of the General Partner shall be the decision of the Partnership. Except as required or permitted by Law, or expressly provided in a separate agreement with the Partnership, no Limited Partner who is not also a General Partner (and acting in such capacity) shall take any part in the management or control of the operation or business of the Partnership in its capacity as a Limited Partner, nor shall any Limited Partner who is not also a General Partner (and acting in such capacity) have any right, authority or power to act for or on behalf of or bind the Partnership in his or its capacity as a Limited Partner in any respect or assume any obligation or responsibility of the Partnership or of any other Partner.

SECTION 3.06. Action by Written Consent. Any action required or permitted to be taken by the Partners pursuant to this Agreement shall be taken if all Partners whose consent is required consent thereto in writing.

ARTICLE IV

DISTRIBUTIONS AND LOANS

SECTION 4.01. Distributions and Loans. (a) Subject to the provisions of Annex A, the General Partner, in its discretion, may authorize distributions by the Partnership to the Partners holding Units, which distributions shall be made as follows:

(i) First, to the holders of Series A Preferred Units in accordance with the preferences in distribution set forth in Annex A hereto (including with respect to Participating Distributions (as defined in Annex A), if any), *pro rata* in accordance with the number of Series A Preferred Units held by each such Partner at the record date for such distribution; and

(ii) Second, to the holders of Common Units, *pro rata* in accordance with the number of Common Units held by each such Partner at the record date for such distribution.

Notwithstanding the foregoing sentence, the General Partner, in its discretion, may authorize cash distributions by the Partnership to the Ultimate Parent (which distributions shall be made without *pro rata* distributions to other Partners) be made in amounts required for Ultimate Parent to pay (A) consideration, if any, for redemption, repurchase, acquisition, cancellation or termination of Class A Common Stock, Class C Common Stock or Series A Preferred Stock in accordance with Section 7.04 hereof; and (B) (i) overhead, legal, accounting and other professional fees and expenses, including any judgments, settlements, penalties, fines or other costs and expenses in respect of any claims against, or any litigation or proceedings involving, the Ultimate Parent or any of its direct or indirect subsidiaries, (ii) fees and expenses related to any securities offering, investment or acquisition (whether or not successful) authorized by the Board of Directors of the Ultimate Parent and (iii) other fees and expenses in connection with the maintenance of existence of the Ultimate Parent and any of its direct and indirect subsidiaries other than the Partnership and its subsidiaries (including, but not limited to, any costs or expenses associated with being a public company listed on a national securities exchange); provided, however, that the amount of any such distributions shall be reduced, to the extent practicable, by the amount of unused cash remaining from the prior distributions by the Partnership to the Ultimate Parent, including any interest earned thereon. Partners holding Units other than Common Units shall be entitled to such distributions as provided in the instruments governing the issuance of such Units, which terms shall be determined by the General Partner in accordance with Section 7.06. Subject to the last two sentences of this Section 4.01(a), the General Partner, in its discretion, may cause the Partnership or any of its subsidiaries to make loans to the Ultimate Parent or any of its direct or indirect subsidiaries for any *bona fide* business purposes; provided, however, that if any loan to the Ultimate Parent or any of its direct or indirect subsidiaries other than the Partnership and its subsidiaries is cancelled or is not repaid within 90 days from the date of such loan, such loan shall be deemed to constitute a distribution to the Ultimate Parent and its direct and indirect subsidiaries pursuant to Section 4.01(a) (ii) of this Agreement and the Partnership shall be required to make *pro rata* distributions to all other Partners holding Common Units in accordance with such Partners' respective Percentage Interests on the date of such loan. If the proceeds of any loan described in the preceding sentence are used to make payments or distributions other than as described in clause (A) or (B) of this Section 4.01(a) and such loan is outstanding as of the date that a Partner (other than the Ultimate Parent or its direct or indirect subsidiaries) exchanges any Units pursuant to Section 7.08, such loan shall be deemed to

constitute a distribution to the Ultimate Parent and its direct and indirect subsidiaries pursuant to Section 4.01(a) (ii) of this Agreement and the Partnership shall be required to make *pro rata* distributions to all other Limited Partners in accordance with such Partners' respective Percentage Interests as of the date of such loan. Notwithstanding the foregoing, the General Partner shall not be permitted to cause the Partnership or any of its subsidiaries to make any loan to the Ultimate Parent or any of its direct or indirect subsidiaries if, at any time from the time that such loan is made through and including the time that any corresponding *pro rata* distribution to other Partners pursuant to the immediately preceding two sentences is or may become required to be made, the making of any such corresponding *pro rata* distribution is or would be prohibited. From and after the date of any loan permitted by, and made in accordance with, the immediately preceding three sentences, if any loan to the Ultimate Parent or any of its direct or indirect subsidiaries remains outstanding, the Ultimate Parent and the General Partner agree not to enter into any contractual or other arrangement or otherwise take any action, or cause the Partnership or any of its subsidiaries to do any of the foregoing, that would cause the Partnership not to be permitted or able to make any *pro rata* distribution to any Partner in accordance with this Section 4.01(a).

(b) Tax Distributions. To the extent of available cash (as determined by the General Partner), at the election of the General Partner in its sole discretion the Partnership may make cash distributions ("Tax Distributions") to each Partner holding Units at such times during the calendar year as shall enable such Partners to use such Tax Distributions to satisfy their estimated and final income tax liabilities for each taxable year. To the extent any such Tax Distribution is made, such Partners the income of which is included in the consolidated group of which the Ultimate Parent is a member may receive, in the aggregate, Tax Distributions in an amount up to the product of (i) the amount of taxable income allocated to such Partners in respect of their Units in such taxable year times (ii) the Assumed Tax Rate, and each other Partner holding Units shall receive a Tax Distribution which shall be proportionate to the distribution made to such Partners, based upon relative Percentage Interests at the record date of the distribution.

SECTION 4.02. Liquidation Distributions. Distributions made upon liquidation of the Partnership shall be made as provided in Section 9.03.

SECTION 4.03. Limitations on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the General Partner shall not cause the Partnership to make a Partnership distribution to any Partner if such distribution would violate the Act or other applicable Law.

ARTICLE V

CAPITAL CONTRIBUTIONS; CAPITAL ACCOUNTS; TAX ALLOCATIONS; TAX MATTERS

SECTION 5.01. Initial Capital Contributions. The Partners have made or are deemed to have made, on or prior to the date hereof, Capital Contributions and have acquired the number of Units as specified opposite their respective names on Schedule I.

SECTION 5.02. No Additional Capital Contributions; Additional Funds. (a) Except as otherwise provided in this Article V or Article VII, no Limited Partner shall be required to make additional Capital Contributions to the Partnership without the consent of such Limited Partner or permitted to make additional Capital Contributions to the Partnership without the consent of the General Partner.

(b) The General Partner may, at any time and from time to time, determine that the Partnership requires additional funds (“Additional Funds”) for such purposes relating to the Partnership’s business as the General Partner may determine in its sole and absolute discretion. Additional Funds may be obtained by the Partnership, at the election of the General Partner, in any manner provided in, and in accordance with, the terms of this Agreement without the approval of any Limited Partners.

(c) The General Partner, on behalf of the Partnership, may obtain any Additional Funds by causing the Partnership, or arranging for any of the direct or indirect subsidiaries of the Ultimate Parent other than the Partnership, to incur indebtedness to any Person, in each case upon such terms as the General Partner determines are appropriate, including making such indebtedness convertible, redeemable or exchangeable for Units; provided, however, that the Partnership shall not incur any such indebtedness if (i) a breach, violation or default of such indebtedness would be deemed to occur by virtue of the Transfer of any partnership interest, (ii) such indebtedness is recourse to any Partner (unless the Partner otherwise agrees) or (iii) with respect to any Partnership borrowing in place as of the date of the Original Agreement or any subsequent refinancing or replacement thereof (but not in excess of such amounts as were in place as of the date of the Original Agreement), any Partner or related person would be permitted to guarantee a Partnership borrowing or otherwise bear the “economic risk of loss” that would result in an allocation of such borrowing to such Partner under the principles of Section 752 of the Code. The General Partner, on behalf of the Partnership, may obtain any Additional Funds by causing the Partnership to incur indebtedness to the Ultimate Parent or any of its subsidiaries if such indebtedness is, to the extent permitted by law, on substantially the same terms and conditions (including interest rate, repayment schedule, and conversion, redemption, repurchase and exchange rights, but not including financial covenants) as indebtedness incurred by the Ultimate Parent or any of its subsidiaries, the net proceeds of which are loaned to the Partnership to provide such Additional Funds; provided, however, that the Partnership shall not use the proceeds of any such indebtedness to pay, directly or indirectly, any principal amount or otherwise repay or refinance any indebtedness of the Partnership outstanding on the date of the Original Agreement. Except as provided in the penultimate sentence in Section 4.01(a), none of the Ultimate Parent or any of its direct or indirect subsidiaries other than the Partnership and its subsidiaries shall incur any indebtedness unless the net proceeds of such indebtedness are loaned to the Partnership or its subsidiaries on substantially the same terms and conditions (other than financial covenants) as the underlying indebtedness.

SECTION 5.03. Capital Accounts. There has been established for each Partner on the books of the Partnership, a capital account (each being a “Capital Account”). A Partner that holds more than one class of interests with respect to the Partnership shall have a single Capital Account relating to all of its interests held in the Partnership. The Capital Account of each Partner shall be credited with Capital Contributions made (or deemed to have been made) by such Partner, all Profits allocated to such Partner pursuant to Section 5.04 and any items of income or gain which are specially allocated pursuant to Section 5.05 and 5.06; and shall be debited with all Losses allocated to such Partner pursuant to Section 5.04, any items of loss or deduction of the Partnership specially allocated to such Partner pursuant to Section 5.05 and 5.06, and all cash and the Carrying

Value of any property (net of liabilities assumed by such Partner and the liabilities to which such property is subject) distributed by the Partnership to such Partner. Any references in any section of this Agreement to the Capital Account of a Partner shall be deemed to refer to such Capital Account as the same may be credited or debited from time to time as set forth above. In the event of any transfer of any interest in the Partnership in accordance with the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent it relates to the transferred interest.

SECTION 5.04. Allocations of Profits and Losses. Except as otherwise provided in this Agreement, Profits, Losses and, to the extent necessary, individual items of income, gain, loss or deduction shall be allocated in a manner such that the Capital Account of each Partner, immediately after making such allocation is, as nearly as possible, equal (proportionately) to (i) the distributions that would be made pursuant to Section 4.01(a) and Article IX if the Partnership were dissolved, its affairs wound up and its assets sold for cash equal to their Carrying Values, all Partnership liabilities were satisfied (limited with respect to each non-recourse liability to the Carrying Value of the assets securing such liability), including the Partnership's share of any liabilities of an entity treated as a partnership for U.S. federal income tax purposes of which the Partnership is a partner and the net assets of the Partnership were distributed in accordance with Section 4.01(a) and Article IX to the Partners immediately after making such allocation, minus (ii) such Partner's share of Partnership Minimum Gain and Partner Nonrecourse Debt Minimum Gain, computed immediately prior to the hypothetical sale of assets.

SECTION 5.05. Special Allocations. The following special allocations shall be made in the following order:

(a) **Minimum Gain Chargeback.** If there is a net decrease in "partnership minimum gain" (as that term is defined in Sections 1.704-2(b)(2) and 1.704-2(d) of the Regulations) during any Fiscal Year, each Partner shall, to the extent required by Section 1.704-2(f) of the Regulations, be specially allocated items of Partnership income and gain for such Fiscal Year (and, to the extent required by Section 1.704-2(j)(2)(iii) of the Regulations, subsequent Fiscal Years) in an amount equal to that Partner's share of the net decrease in partnership minimum gain. Allocations pursuant to the previous sentence shall be made in accordance with Section 1.704-2(f)(6) of the Regulations. This Section 5.05(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) **Partner Minimum Gain Chargeback.** If there is a net decrease in "partner nonrecourse debt minimum gain" (as that term is defined in Sections 1.704-2(i)(2) and (3) of the Regulations) during any Fiscal Year, each Partner who has a share of that partner nonrecourse debt minimum gain as of the beginning of the Fiscal Year shall, to the extent required by Section 1.704-2(i)(4) of the Regulations, be specially allocated items of Partnership income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) equal to that Partner's share of the net decrease in partner nonrecourse debt minimum gain. Allocations pursuant to the previous sentence shall be made in accordance with Section 1.704-2(i)(4) of the Regulations. This Section 5.05(b) is intended to comply with the requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) Nonrecourse Deductions. “Nonrecourse deductions” (as that term is defined in Sections 1.704-2(b)(1) and (c) of the Regulations) for any Fiscal Year or other period shall be specially allocated to the Partners in proportion to their Percentage Interests.

(d) Partner Nonrecourse Deductions. “Partner nonrecourse deductions” (as that term is defined in Section 1.704-2(i) of the Regulations) for any Fiscal Year or other period shall be specially allocated to the Partner who bears the economic risk of loss with respect to the “partner nonrecourse debt” (as that term is defined in Section 1.704-2(b)(4) of the Regulations) to which such partner nonrecourse deductions are attributable, in accordance with Regulations Section 1.704-2(i)(1).

(e) Section 754 Adjustments. To the extent an adjustment to the adjusted tax basis of any Partnership asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis) and such gain or loss shall be specially allocated to the Partners in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Regulations.

(f) Matching Allocations. If the Ultimate Parent or any of its direct or indirect subsidiaries receives a distribution pursuant to clause (B) of Section 4.01(a) during any Fiscal Year, the Ultimate Parent or such subsidiary shall be specially allocated items of gross income for such Fiscal Year (and subsequent Fiscal Years, if necessary) in an amount equal to such distribution.

SECTION 5.06. Curative Allocations. The allocations set forth in Section 5.05 (the “Regulatory Allocations”) are intended to comply with certain requirements of the Regulations. It is the intent of the Partners that, to the extent possible, all Regulatory Allocations that are made be offset either with other Regulatory Allocations or with special allocations pursuant to this Section 5.06. Therefore, notwithstanding any other provision of this Article V (other than the Regulatory Allocations), the General Partner shall make such offsetting special allocations in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Partner’s Capital Account balance is, to the extent possible, equal to the Capital Account balance such Partner would have had if the Regulatory Allocations were not part of the Agreement and all Partnership items were allocated pursuant to Section 5.04. In exercising its discretion under this Section 5.06, the General Partner shall take into account future Regulatory Allocations under Sections 5.05(a) and 5.05(b) that, although not yet made, are likely to offset other Regulatory Allocations previously made under Sections 5.05(c) and 5.05(d).

SECTION 5.07. Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by the General Partner using any permissible method under Code Section 706 and the Regulations thereunder.

(b) Except as otherwise provided in this Agreement, all items of Partnership income, gain, loss, deduction, and any other allocations not otherwise provided for shall be divided among the Partners in the same proportions as they share Profits or Losses, as the case may be, for the Fiscal Year.

(c) For purposes of determining the Partners' shares of "nonrecourse liabilities" (as that term is defined in Section 1.752-1(a)(2) of the Regulations), any "excess nonrecourse liabilities" (as that term is defined in Section 1.752-3(a)(3) of the Regulations) shall first be allocated in accordance with the excess "built-in gain" that is allocable to the Partners under Code Section 704(c) (or under principles similar to Code Section 704(c) in connection with a revaluation of Partnership property), as described in Section 1.752-3(a)(3) of the Regulations. Any remaining excess nonrecourse liabilities shall be allocated among the Partners in accordance with their Percentage Interests.

(d) In the event Units are acquired through the exercise of a noncompensatory option (within the meaning of Proposed Regulation Section 1.721-2(d)), the Partnership shall comply with the rules of Proposed Regulation Section 1.704-1(b)(2)(iv)(s) and any corresponding provisions of the final version of such regulations. In the event that capital is reallocated among the Partners pursuant to Proposed Regulation Section 1.704-1(b)(2)(iv)(s)(3) or any corresponding provision of the final version of such regulations, the General Partner shall make corrective allocations, within the meaning of Proposed Regulation Section 1.704-1(b)(4)(x), so as to take into account the capital reallocation.

SECTION 5.08. Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Regulations thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Partnership shall, solely for tax purposes, be allocated among the Partners so as to take account of any variation between the adjusted basis of such property to the Partnership for federal income tax purposes and its initial Carrying Value.

In the event the Carrying Value of any Partnership asset is adjusted pursuant to clauses (i), (ii), or (iii) of the definition of Carrying Value, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its Carrying Value in the same manner as under Code Section 704(c) and the Regulations thereunder using the "traditional method"; provided, that the "remedial method" shall be used with respect to any "section 197 intangible" (as defined in Code Section 197(d)) that is acquired by the Company in the transactions contemplated by the Transaction Agreement.

Any elections or other decisions relating to such allocations shall be made by the General Partner. Allocations pursuant to this Section 5.08 are solely for purposes of U.S. federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Partner's Capital Account or share of Profits, Losses, other items, or distributions pursuant to any provision of this Agreement.

SECTION 5.09. Tax Withholding.

(a) The Partnership shall withhold and/or pay over to the Internal Revenue Service or other applicable taxing authority all taxes or withholdings, and all interest, penalties, additions to tax, and similar liabilities in connection therewith or attributable thereto (hereinafter “Withheld Taxes”) to the extent that the Tax Matters Partner in good faith determines that such withholding and/or payment is required by the Code or any other law, rule, or regulation. The Tax Matters Partner in good faith shall determine to which Partner such Withheld Taxes are attributable. For example, Withheld Taxes measured with respect to a Partner’s distributive share of the Partnership’s income, gain, or other Partnership item would be attributable to such Partner. All Withheld Taxes withheld and/or paid over that are attributable to a Partner shall, at the option of the Tax Matters Partner, (i) be promptly paid to the Partnership by the Partner on whose behalf such advances of Withheld Taxes were made or (ii) be considered a loan (a “Withholding Loan”) by the Partnership to such Partner. Whenever the Tax Matters Partner selects the option set forth in clause (ii) of the immediately preceding sentence, the borrowing Partner shall repay such Withholding Loan within ten (10) days after the Tax Matters Partner delivers a written demand therefor, together with interest from the date such loan was made until the date of the repayment thereof at a rate per annum equal to two percent (2%) plus the prime interest rate of Chase Manhattan Bank (or its successor) in effect during such period (or, if less, the maximum interest rate allowed under applicable law). In addition to any other rights of the Partnership to enforce its right to receive payment of the Withholding Loan, plus any accrued interest thereon, the Partnership may deduct from any distribution to be made to a borrowing Partner or any amount available for distribution to a borrowing Partner an amount not greater than the outstanding balance of any Withholding Loan, plus any accrued interest thereon, as a payment in total or partial satisfaction thereof. In the event that the Partnership deducts the amount of the Withholding Loan plus any accrued interest thereon from any actual distribution or amount otherwise available to be distributed, the amount that was so deducted shall be treated as an actual distribution to the borrowing Partner for all purposes of this Agreement. With respect to any amounts not offset pursuant to the immediately preceding sentence, the maturity of such Withholding Loan shall be the dissolution of the Partnership.

(b) If any amount payable to the Partnership is reduced because the Person paying that amount withholds and/or pays over to the Internal Revenue Service or other applicable taxing authority any amount as a result of the status of a Partner, the Tax Matters Partner shall make such adjustments to amounts distributed and allocated among Partners as it determines to be fair and equitable. For example, if a portion of interest income earned by the Partnership is withheld by the payor and paid over to the Internal Revenue Service because a particular Partner is a non-U.S. Person, the Tax Matters Partner shall include such withheld and paid over amount in computing amounts available for distribution to the Partners pursuant to Section 4.01(a) and treat such withheld and paid over amount as if that amount were distributed to the Partner in satisfaction of whose tax liability such amount was withheld and paid over.

SECTION 5.10. Successors in Interest. If a Partner Transfers all or part of its Units, references in this Article V to amounts previously contributed by such Partner or to amounts previously allocated or distributed to such Partner shall refer to the transferee to the extent they pertain to the transferred interest.

SECTION 5.11. Tax Matters. The General Partner shall be the initial “tax matters partner” within the meaning of Section 6231(a)(7) of the Code (the “Tax Matters Partner”). The Tax Matters Partner shall take reasonable action to cause each other Partner to be treated as a

“notice partner” within the meaning of Section 6231(a)(8) of the Code. All reasonable expenses incurred by a Partner while acting in its capacity as Tax Matters Partner shall be paid or reimbursed by the Partnership.

Each Partner shall be given at least five (5) business days advance notice from the Tax Matters Partner of the time and place of, and shall have the right to participate in (i) any material aspect of any administrative proceeding relating to the determination of partnership items at the Partnership level and (ii) any material discussions with the Internal Revenue Service relating to allocations pursuant to Article V of this Agreement.

The Tax Matters Partner shall not initiate any action or proceeding in any court, extend any statute of limitations, or take any other action contemplated by Sections 6222 through 6234 of the Code that would legally bind any other Partner or the Partnership without approval of the Partners, which approval may not be unreasonably withheld; provided, however, that, for this purpose, it shall not be unreasonable for a Partner to withhold such approval if the action proposed to be taken could affect adversely such Partner. The Tax Matters Partner shall cause the Partnership’s tax attorneys and accountants to confer with such other Partner and its attorneys and accountants on any matters relating to Partnership tax return or any tax election.

(b) The Tax Matters Partner shall timely cause to be prepared all U.S. federal, state, local and foreign tax returns and reports (including amended returns) of the Partnership for each year or period that such returns or reports are required to be filed and, subject to the remainder of this subsection, shall cause such tax returns to be timely filed. No later than 30 days prior to filing of all income and franchise tax returns of the Partnership, the Tax Matters Partner shall have provided copies of all such tax returns to the other Partners for review. With respect to any income or franchise tax return of the Partnership, the other Partners shall be entitled to provide reasonable comments on such tax returns to the Tax Matters Partner no later than 15 days after receiving copies of such tax returns, and the Tax Matters Partner shall incorporate such comments, where reasonable, prior to filing such returns. The other Partners agree to assist the Tax Matters Partner in preparing all income and franchise tax returns of the Partnership so as to ensure that all such returns are filed on a timely basis and no filing penalties are incurred to the extent reasonably possible.

(c) Within 90 days after the end of each Fiscal Year, or as soon as reasonably practical thereafter, the Tax Matters Partner shall prepare and send, or cause to be prepared and sent, to each Person who was a Partner at any time during such Fiscal Year copies of such information as may be required for U.S. federal, state, local and foreign income tax reporting purposes, including copies of Form 1065 and Schedule K-1 or any successor form or schedule, for such Person. At any time after such information has been provided, upon at least five (5) business days’ notice from a Partner, the Tax Matters Partner shall also provide each Partner with a reasonable opportunity during ordinary business hours to review and make copies of all workpapers related to such information or to any return prepared under paragraph (b) above. As soon as practicable following the end of each quarter (and in any event not later than thirty (30) days after the end of such quarter), the Tax Matters Partner shall also cause to be provided to each Partner an estimate of each Partner’s share of all items of income, gain, loss, deduction and credit of the Partnership for the quarter just completed and for the Fiscal Year to date for federal income tax purposes.

SECTION 5.12. Tax Classification. The Tax Matters Partner shall take such action as may be required under the Code and applicable Regulations to cause the Partnership to be taxable as a partnership for U.S. federal income tax purposes. To the extent the previous sentence does not govern the state and local classification of the Partnership, the Tax Matters Partner shall take such action as may be required under any state or local law applicable to the Partnership to cause the Partnership to be taxable as, and in a manner consistent with, a partnership for state or local income tax purposes. No Partner shall take any action inconsistent with such treatment for U.S. federal, state and local tax purposes.

SECTION 5.13. Tax Elections. The Tax Matters Partner shall elect, pursuant to Section 754 of the Code, to adjust the basis of the Partnership's property, with respect to its federal income tax return for the taxable year in which the IPO occurred. Except as otherwise provided herein, all other elections required or permitted to be made by the Partnership under the Code (or applicable foreign, state or local law) shall be made as may be determined by the General Partner to be in the best interest of the Partners as a group. Notwithstanding the foregoing, if the Partnership will not otherwise qualify as a partnership under Section 6231(a)(1) of the Code which is subject to the TEFRA partnership audit rules, the Tax Matters Partner shall cause the Partnership to make an election under Section 6231(a)(1)(B)(ii) of the Code to subject the Partnership to the TEFRA partnership audit rules.

SECTION 5.14. Continuation of VMU LLC. Solely for all applicable tax purposes, and for purposes of the maintenance of Capital Accounts and the allocation of Profits and Losses, including without limitation any special allocations, under this Article V, the Partnership is a continuation of VMU LLC and the Partnership Agreement is a continuation of the LLC Agreement.

ARTICLE VI

BOOKS AND RECORDS; REPORTS

SECTION 6.01. Books and Records. At all times during the continuance of the Partnership, the Partnership shall prepare and maintain separate books of account for the Partnership in accordance with GAAP. The Partnership shall keep at its principal office the following:

- (a) a current list of the full name and the last known street address of each Partner;
- (b) a copy of the Conversion Certificate, the Certificate, the Original Agreement and this Agreement and all amendments thereto;
- (c) copies of the Partnership's federal, state and local income tax returns and reports, if any, for the three most recent years; and
- (d) copies of any financial statements, if any, of the Partnership for the six most recent Fiscal Years.

ARTICLE VII

PARTNERSHIP UNITS

SECTION 7.01. Units. Partnership interests in the Partnership shall be represented by one or more classes of Units.

SECTION 7.02. Register. The register of the Partnership shall be the definitive record of ownership of each Unit and all relevant information with respect to each Partner. Unless the General Partner shall determine otherwise, Units shall be uncertificated and recorded in the books and records of the Partnership.

SECTION 7.03. Splits, Distributions and Reclassifications. The Partnership shall not in any manner subdivide (by any Unit split, Unit distribution, reclassification, recapitalization or otherwise) or combine (by reverse Unit split, reclassification, recapitalization or otherwise) any class or series of the outstanding Units unless an identical event is occurring with respect to the corresponding class or series of Securities (including, but not limited to, Class A Common Stock, Class C Common Stock and Series A Preferred Stock), in which event, the General Partner shall cause such class or series of Units to be subdivided or combined concurrently with and in the same manner as the corresponding class or series of Securities.

SECTION 7.04. Cancellation of Securities and Units. (a) At any time a share of Class A Common Stock or Class C Common Stock is redeemed, repurchased, acquired, cancelled or terminated by or on behalf of the Ultimate Parent (other than in connection with a conversion of shares of Class C Common Stock into Class A Common Stock), one (1) Common Unit registered in the name of the Ultimate Parent or, at the election of the General Partner in its sole discretion, any of its direct or indirect subsidiaries (including the General Partner), will be redeemed, repurchased, acquired, cancelled or terminated by the Partnership for the same consideration, if any, as the consideration paid by or on behalf of the Ultimate Parent so that the number of Common Units held by the Ultimate Parent and any of its direct or indirect subsidiaries (including the General Partner) at all times equals the sum of (A) the number of shares of Class A Common Stock outstanding and (B) the number of shares of Class C Common Stock outstanding. The General Partner shall revise the register to reflect any such redemption, repurchase, acquisition, cancellation or termination.

(b) At any time a share of Series A Preferred Stock is redeemed, repurchased, acquired, cancelled or terminated by or on behalf of the Ultimate Parent, one (1) Series A Preferred Unit registered in the name of the Ultimate Parent or, at the election of the General Partner in its sole discretion, any of its direct or indirect subsidiaries (including the General Partner), will be redeemed, repurchased, acquired, cancelled or terminated by the Partnership for the same consideration, if any, as the consideration paid by or on behalf of the Ultimate Parent so that the number of Series A Preferred Units held by the Ultimate Parent and any of its direct or indirect subsidiaries (including the General Partner) at all times equals the number of shares of Series A Preferred Stock outstanding. The General Partner shall revise the register to reflect any such redemption, repurchase, acquisition, cancellation or termination.

(c) At any time any Securities other than shares of Class A Common Stock, Class C Common Stock or Series A Preferred Stock are redeemed, repurchased, acquired, cancelled or terminated by or on behalf of the applicable Securities Issuer, the General Partner shall cause the same number of corresponding Units in the name of the applicable Securities Issuer or, at the election of the General Partner in its sole discretion, any of the Ultimate Parent's direct or indirect subsidiaries (including the General Partner), to be redeemed, repurchased, acquired, cancelled or terminated by the Partnership for the same consideration, if any, as the consideration paid by or on behalf of the applicable Securities Issuer so that the number of Units of such class held by such Securities Issuer at all times equals the number of such Securities outstanding. The General Partner shall revise the register to reflect any such redemption, repurchase, acquisition, cancellation or termination.

SECTION 7.05. Incentive Plans. At any time the Ultimate Parent issues a share of Class A Common Stock pursuant to an Incentive Plan (whether pursuant to the exercise of a stock option or the grant of a restricted share award or otherwise), the following shall occur: (a) the Ultimate Parent shall be deemed to contribute to the capital of the Partnership an amount of cash equal to the current per share market price of a share of Class A Common Stock on the date such share is issued (or, if earlier, the date the related option is exercised) and the Capital Account of the Ultimate Parent shall be adjusted accordingly; (b) the Partnership shall be deemed to purchase from the Ultimate Parent a share of Class A Common Stock for an amount of cash equal to the amount of cash deemed contributed by the Ultimate Parent to the Partnership in clause (a) above and such share is deemed delivered to its owner under the Incentive Plan, the parties acknowledging that such deemed purchase shall not cause the Partnership to own such shares for any purpose, including, without limitation, for the purpose of determining stockholders entitled to receive dividends or vote; (c) the net proceeds (including the amount of any payments made on a loan with respect to a stock purchase award) received by the Ultimate Parent with respect to such share, if any, shall be concurrently transferred and paid to the Partnership (and such net proceeds so transferred shall not constitute an additional Capital Contribution); and (d) the Partnership shall issue to the Ultimate Parent one (1) Common Unit registered in the name of the Ultimate Parent. The Partnership shall retain any net proceeds that are paid to the Partnership.

SECTION 7.06. Issuances of Securities.

(a) Except as provided in Section 7.06(b) below, at any time the Ultimate Parent or any of its direct or indirect subsidiaries other than the Partnership and its subsidiaries (such entity, the "Securities Issuer") issues any shares of capital stock or other equity interests, or any rights, options, warrants or convertible or exchangeable securities having the right to convert into, exchange for, subscribe for or purchase any shares of capital stock or other equity interests (collectively, "Securities"), other than in connection with a conversion of shares of Class C Common Stock into Class A Common Stock pursuant to, and in accordance with, Article IV of the Certificate of Incorporation, the Partnership shall issue to such Securities Issuer or, at the discretion of such Securities Issuer and the General Partner, to a subsidiary of such Securities Issuer if such subsidiary is then a Partner (x) in the case of an issuance of shares of Class A Common Stock or Class C Common Stock, an equal number of Common Units, registered in the name of such Securities Issuer, or (y) in the case of an issuance of any other Securities, an equal number of Units with designations, preferences and other rights, terms and conditions (other than financial covenants applicable to such Securities Issuer, its subsidiaries or direct or indirect parent entities)

that are substantially the same as the designations, preferences and other rights, terms and conditions of such other Securities, registered in the name of such Securities Issuer. The net proceeds, if any, whether in cash or other property, received by the Securities Issuer with respect to the issuance of Securities shall be transferred to the Partnership.

(b) If the Securities Issuer does not receive any net proceeds from the issuance of such Securities, but excluding any transactions described in Section 7.03, Section 7.05 or 7.08), (i) the Partnership shall issue an equal number of Units with designations, preferences and other rights, terms and conditions (other than financial covenants applicable to such Securities Issuer, its subsidiaries or direct or indirect parent entities) that are substantially the same as the designations, preferences and other rights, terms and conditions of such Securities, registered in the name of such Securities Issuer and (ii) the Partnership shall make a corresponding *pro rata* issuance to all other Partners (other than the Ultimate Parent and its direct or indirect subsidiaries) in accordance with their Percentage Interests (as determined immediately prior to the transactions described in this Section 7.06(b)) of Units with designations, preferences and other rights, terms and conditions (other than financial covenants applicable to such Securities Issuer, its subsidiaries or direct or indirect parent entities) that are substantially the same as the designations, preferences and other rights, terms and conditions of such Securities; provided that no *pro rata* issuance contemplated by this clause (ii) shall be required in respect of any transactions approved by the board of directors of the Ultimate Parent where such Securities are issued in satisfaction of *bona fide* obligations of the Partnership to third parties.

(c) The intent of this Section 7.06 and Sections 7.03, 7.04 and 7.05 is to ensure that the number of Units held by the Ultimate Parent and any of its direct or indirect subsidiaries (including the General Partner) at all times equals the sum of (A) the number of shares of Class A Common Stock outstanding, (B) the number of shares of Class C Common Stock outstanding, (C) the number of shares of Series A Preferred Stock outstanding and (D) the number of other Securities outstanding, and such provisions shall be interpreted consistently with such intent.

SECTION 7.07. Registered Partners. The Partnership shall be entitled to recognize the exclusive right of a Person registered on its records as the owner of Units for all purposes and shall not be bound to recognize any equitable or other claim to or interest in Units on the part of any other Person, whether or not it shall have express or other notice thereof, except as otherwise provided by the Act.

SECTION 7.08. Exchange of Units.

(a) Subject to adjustment as provided in this Section 7.08, each holder of a Unit (other than the Ultimate Parent and its subsidiaries) shall be entitled to exchange, at any time and from time to time, any or all of such holder's Units, (i) in the case of Common Units, on a one-for-one basis, for the same number of shares of Class A Common Stock (the number of shares of Class A Common Stock for which a Common Unit is entitled to be exchanged is referred to herein as the "Common Unit Exchange Rate"), or (ii) in the case of Units other than Common Units and Series A Preferred Units issued pursuant to Section 7.03 or Section 7.06(b), on a one-for-one basis, into the same number of Securities with designations, preferences and other rights, terms and provisions that are substantially the same as the designations, preferences and other rights, terms and provisions of Securities that originally triggered the issuance of such Units to such holder pursuant

to Section 7.03 or Section 7.06(b) (the number of Securities for which a Unit is entitled to be exchanged pursuant to this clause (ii), the “Unit Exchange Rate” and, together with the Common Unit Exchange Rate, the “Exchange Rate”). Any exchange right pursuant to this Section 7.08(a) shall be exercised by a written notice to the Ultimate Parent from the holder of such Units stating that such holder desires to exchange a stated number of Units pursuant to this Section 7.08(a), accompanied by instruments of transfer to the Ultimate Parent, in form satisfactory to the Ultimate Parent and to the Ultimate Parent’s transfer agent (the “Transfer Agent”), duly executed by such holder or such holder’s duly authorized attorney, and transfer tax stamps or funds therefor, if required pursuant to Section 7.08(e), in respect of the Units to be exchanged, in each case delivered during normal business hours at the principal executive offices of the Ultimate Parent or at the office of the Transfer Agent. Notwithstanding the foregoing, no holder of a Unit shall be entitled to exchange such Unit if such exchange would be prohibited under applicable federal or state securities laws or regulations.

(b) As promptly as practicable following the surrender for exchange of Units in the manner provided in this Section 7.08 and the payment in cash of any amount required by the provisions of Section 7.08(e), the Ultimate Parent shall deliver or cause to be delivered, as the case may be (i) the cash, if any, to be paid to such holder pursuant to Section 7.08(a) in accordance with delivery instructions provided by such holder or (ii) at the principal executive offices of the Ultimate Parent or at the office of the Transfer Agent the number of shares of Class A Common Stock, Series A Preferred Stock or other Securities issuable upon such exchange, issued in such name or names as such holder may direct. Upon the date any such Units are surrendered for exchange, all rights of the holder of such Units as a Partner of the Partnership with respect to such Units shall cease, and the person or persons in whose name or names the shares of Class A Common Stock, Series A Preferred Stock or other Securities are to be issued shall be treated for all purposes as having become the record holder or holders of such shares of Class A Common Stock, Series A Preferred Stock or other Securities.

(c) The Exchange Rate shall be adjusted accordingly if there is: (1) any subdivision (by any unit split, unit distribution, reclassification, recapitalization or otherwise) or combination (by reverse unit split, reclassification, recapitalization or otherwise) of any class or series of Units that is not accompanied by an identical subdivision or combination of the corresponding class or series of Securities; or (2) any subdivision (by any stock split, stock dividend, reclassification, recapitalization or otherwise) or combination (by reverse stock split, reclassification, recapitalization or otherwise) of any class or series of Securities that is not accompanied by an identical subdivision or combination of the corresponding class or series of Units. In the event of a reclassification or other similar transaction as a result of which one class or series of Securities is converted into another class or series of Security, then a holder of the corresponding class or series of Units shall be entitled to receive upon exchange the amount of such security that such holder would have received if such exchange of Units had occurred immediately prior to the effective date of such reclassification or other similar transaction. Except as may be required in the immediately preceding sentence, no adjustments in respect of dividends shall be made upon the exchange of any Unit; provided, however, that if a Unit shall be exchanged subsequent to the record date for the payment of a dividend or other distribution on Units but prior to the date of such payment, then the registered holder of such Unit at the close of business on such record date shall be entitled to receive the dividend or other distribution payable on such Unit on such payment date notwithstanding the exchange thereof or the default in payment of the dividend or distribution due on such payment date.

(d) Each Securities Issuer shall at all times reserve and keep available out of its authorized but unissued Securities, solely for the purpose of issuance upon exchange of Units, such number of Securities that shall be issuable upon the exchange of all such outstanding Units; provided, that nothing contained herein shall be construed to preclude the Securities Issuer from satisfying its obligations in respect of the exchange of the Units by delivery of purchased Securities which are held in the treasury of the Securities Issuer. Each Securities Issuer covenants that if any Securities require registration with or approval of any governmental authority under any federal or state law before such Securities may be issued upon exchange, the Securities Issuer shall use its reasonable best efforts to cause such shares to be duly registered or approved, as the case may be. The Ultimate Parent shall use its reasonable best efforts to list the shares of Class A Common Stock required to be delivered upon exchange prior to such delivery upon each national securities exchange or inter-dealer quotation system upon which the outstanding Class A Common Stock may be listed or traded at the time of such delivery. Each Securities Issuer covenants that all Securities that shall be issued upon exchange of Units will, upon issue, be validly issued, fully paid and non-assessable.

(e) The issuance of Securities upon exchange of Units shall be made without charge to the holders of such Units for any stamp or other similar tax in respect of such issuance; provided, however, that if any such shares to be issued in a name other than that of the holder of the Units exchanged, then the person or persons requesting the issuance thereof shall pay to the Ultimate Parent the amount of any tax that may be payable in respect of any transfer involved in such issuance or shall establish to the satisfaction of the Ultimate Parent that such tax has been paid or is not payable.

(f) Notwithstanding anything to the contrary elsewhere in this Agreement, the General Partner shall have the right to require any holder of Units (other than the Ultimate Parent and its subsidiaries) who, together with its Affiliates (other than the Ultimate Parent and its subsidiaries), has a Percentage Interest of one percent (1%) or less to exchange all (but not less than all) of such holder's Units into shares of Class A Common Stock (in the case of Common Units) or, if applicable, into Securities that originally triggered the issuance of such Units (in the case of Units other than Common Units) in accordance with this Section 7.08. Such right can be exercised by the General Partner at any time by a written notice to such holder from the General Partner.

ARTICLE VIII

TRANSFER RESTRICTIONS

SECTION 8.01. Limited Partner Transfers. (a) Except as provided in Section 7.08 and in clause (b) of this Section 8.01 or in Section 8.02, no Limited Partner or Assignee thereof may Transfer all or any portion of its Units (or beneficial interest therein) without the prior written consent of the General Partner, which consent shall not be unreasonably withheld but may be made subject to such conditions (including, without limitation, the receipt of such legal opinions and other documents that the General Partner may require) as are reasonably determined by the General Partner to be necessary or appropriate. Any purported Transfer of Units that is not in accordance with, or subsequently violates, this Agreement shall be null and void.

(b) Notwithstanding clause (a) above, each Limited Partner (and each Permitted Transferee of such Limited Partner) may exchange all or a portion of Units owned by such Limited Partner or such Permitted Transferee in accordance with Section 7.08 of this Agreement and Article V of the Certificate of Incorporation or, if the General Partner and the exchanging Limited Partner or Permitted Transferee shall mutually agree, Transfer such Units to the Ultimate Parent or any of its direct or indirect subsidiaries (including the General Partner and the Partnership) for other consideration (in each case, an “Exchange Transaction”) at any time.

SECTION 8.02. Permitted Transferees. Notwithstanding clause (a) of Section 8.01 and subject to Section 8.07, upon 30 days prior written notice to the General Partner and subject to the policies and procedures that the General Partner may promulgate from time to time in its sole discretion, each Limited Partner may Transfer all or a portion of the Units owned by such Limited Partner to any of its Affiliates (any such entity, in relation to such Limited Partner, being referred to herein as such Limited Partner’s “Permitted Transferee”). Any Units Transferred by a Limited Partner to a Permitted Transferee of such Limited Partner pursuant to the preceding sentence shall remain subject to the same restrictions on Transfer to which such Units would be subject if such Units had not been so Transferred. Before any Permitted Transferee ceases to be a Permitted Transferee of the relevant Limited Partner, it shall transfer full legal and beneficial ownership of such Units to the relevant Limited Partner or, subject to this Article 8, another Permitted Transferee of the relevant Limited Partner. Furthermore, before any transfer of Units by any Limited Partner (or any Permitted Transferee of any Limited Partner), the proposed transferee of such Units must enter into a written acknowledgement and agreement with the General Partner and the Partnership that such transferee will receive such Units subject to, and such transferee will be bound by, the provisions of this Agreement, including but not limited to, the transfer restrictions set forth in this Article 8.

SECTION 8.03. Further Restrictions. Notwithstanding any contrary provision in this Agreement, in no event may any Transfer of a Unit be made by any Limited Partner or Assignee if:

(a) such Transfer is made to any Person who lacks the legal right, power or capacity to own such Unit;

(b) such Transfer would require the registration of such transferred Unit or of any class or series of Unit pursuant to any applicable United States federal or state securities laws (including, without limitation, the Securities Act or the Exchange Act) or other foreign securities laws or would constitute a non-exempt distribution pursuant to applicable state securities laws;

(c) such Transfer would cause any portion of the assets of the Partnership to constitute assets of any employee benefit plan pursuant to the regulations issued by the U.S. Department of Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations, or any successor regulations;

(d) such Transfer would cause any portion of the assets of the Partnership to become “plan assets” of any benefit plan investor within the meaning of regulations issued by the U.S. Department of Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations, or any successor regulations, or to be regulated under the Employee Retirement Income Security Act of 1974, as amended from time to time; or

(e) to the extent requested by the General Partner, the Partnership does not receive such legal and/or tax opinions and written instruments (including, without limitation, copies of any instruments of Transfer and such Assignee’s consent to be bound by this Agreement as an Assignee) that are in a form reasonably satisfactory to the General Partner.

Notwithstanding any other provision of this Agreement, no Partner or its Affiliates shall Transfer any or all of its Units, or take any other action, if such Transfer or action could (by itself or in conjunction with other actions) result in the Partnership being treated as a “publicly traded partnership” within the meaning of Section 7704 of the Code and the Regulations promulgated thereunder; and provided further that, to the fullest extent permitted by law, any such Transfer or action shall be null and void, ab initio.

SECTION 8.04. Rights of Assignees. Subject to Section 8.03, the transferee of any permitted Transfer pursuant to this Article VIII (other than a Transfer to a Permitted Transferee) will be an assignee only (“Assignee”), and only will receive, to the extent transferred, the distributions and allocations of income, gain, loss, deduction, credit or similar item to which the Limited Partner which transferred its Units would be entitled, and such Assignee will not be entitled or enabled to exercise any other rights or powers of a Limited Partner, such other rights, and all obligations relating to, or in connection with, such interest remaining with the transferring Limited Partner. The transferring Limited Partner will remain a Limited Partner even if it has transferred all of its Units to one or more Assignees until such time as the Assignee(s) is admitted to the Partnership as a Partner pursuant to Section 8.06.

SECTION 8.05. Admissions, Withdrawals and Removals. No Person may be admitted to the Partnership as an additional General Partner or substitute General Partner without the prior written consent or ratification of the General Partner. No Limited Partner will be removed or entitled to withdraw from being a Partner of the Partnership except in accordance with Section 7.08, Section 8.06 or Section 8.07. A Person may be admitted as a Limited Partner upon its execution of a supplement to this Agreement as described in Section 2.08. A General Partner will not be entitled to Transfer all of its Units or to withdraw from being a General Partner of the Partnership unless an additional General Partner shall have been admitted hereunder (and not have previously been removed or withdrawn), which such additional General Partner may be deemed admitted effective immediately prior to the Transfer, and is hereby authorized to, and shall, continue the Partnership without dissolution. Except as otherwise provided in Article IX, no admission, substitution, withdrawal or removal of a Partner will cause the dissolution of the Partnership. To the fullest extent permitted by law, any purported admission, withdrawal or removal that is not in accordance with this Agreement shall be null and void.

SECTION 8.06. Admission of Assignees as Substitute Limited Partners. An Assignee will become a substitute Limited Partner only if and when each of the following conditions is satisfied:

(a) the General Partner consents in writing to such admission, which consent may be given or withheld, or made subject to such conditions as are determined by the General Partner, in each case in the General Partner's sole discretion;

(b) if required by the General Partner, the General Partner receives written instruments (including, without limitation, copies of any instruments of Transfer and such Assignee's consent to be bound by this Agreement as a substitute Limited Partner) that are in a form satisfactory to the General Partner (as determined in its sole discretion);

(c) if required by the General Partner, the General Partner receives an opinion of counsel satisfactory to the General Partner to the effect that such Transfer is in compliance with this Agreement and all applicable laws; and

(d) if required by the General Partner, the parties to the Transfer, or any one of them, pays all of the Partnership's reasonable expenses connected with such Transfer (including, but not limited to, the reasonable legal and accounting fees of the Partnership).

SECTION 8.07. Withdrawal of Certain Partners. If a Partner ceases to hold any Units, then such Partner shall cease to be a Partner and to have the power to exercise any rights or powers of a Partner in accordance with Section 7.08 or when all of such Partner's Assignees have been admitted as Partners in accordance with Section 8.02 or Section 8.06.

ARTICLE IX

DISSOLUTION, LIQUIDATION AND TERMINATION

SECTION 9.01. No Dissolution. The Partnership shall not be dissolved by the admission of additional Partners in accordance with the terms of this Agreement. The Partnership may be dissolved, liquidated and terminated only pursuant to the provisions of this Article IX, and the Partners hereby irrevocably waive to the fullest extent permitted by law any and all other rights they may have to cause a dissolution of the Partnership or a sale or partition of any or all of the Partnership assets.

SECTION 9.02. Events Causing Dissolution. The Partnership shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events (each, a "Dissolution Event"):

(a) the expiration of the term of the Partnership as provided in Section 2.03;

(b) the entry of a decree of judicial dissolution under Section 17-802 of the Act;

(c) at any time there are no limited partners of the Partnership unless the Partnership is continued in accordance with the Act; or

(d) the Incapacity or removal of the General Partner or the occurrence of a Disabling Event with respect to the General Partner; provided, that the Partnership will not be dissolved or required to be wound up in connection with any of the events specified in this Section 9.02(d) if: (i) at the time of the occurrence of such event there is at least one other general partner of the Partnership who is hereby authorized to, and elects to, carry on the business of the Partnership; or (ii) all remaining Limited Partners consent to or ratify the continuation of the business of the Partnership and the appointment of another general partner of the Partnership within 90 days following the occurrence of any such Incapacity or removal effective as of the occurrence of such event, which consent shall be deemed (and if requested each Limited Partner shall provide a written consent for ratification) to have been given for all Limited Partners if the holders of more than two-thirds of the Units then outstanding agree in writing to so continue the business of the Partnership.

SECTION 9.03. Distribution upon Dissolution. Upon dissolution, the Partnership shall not be terminated and shall continue until the winding up of the affairs of the Partnership is completed. Upon the winding up of the Partnership, the General Partner, or any other Person designated by the General Partner (the "Liquidation Agent"), shall take full account of the assets and liabilities of the Partnership and shall, unless the General Partner determines otherwise, liquidate the assets of the Partnership as promptly as is consistent with obtaining the fair value thereof. The proceeds of any liquidation shall be applied and distributed in the following order:

(a) First, to the satisfaction of debts and liabilities of the Partnership (including satisfaction of all indebtedness to Partners and/or their Affiliates to the extent otherwise permitted by law) including the expenses of liquidation (whether by payment or the making of reasonable provision for payment thereof);

(b) Second, the balance, if any, to the Partners in accordance with Section 4.01(a).

SECTION 9.04. Time for Liquidation. A reasonable amount of time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the Liquidation Agent to minimize the losses attendant upon such liquidation.

SECTION 9.05. Termination. The Partnership shall terminate when all of the assets of the Partnership, after payment of or due provision for all debts, liabilities and obligations of the Partnership, shall have been distributed to the holders of Units in the manner provided for in this Article IX, and the Certificate shall have been cancelled in the manner required by the Act.

SECTION 9.06. Claims of the Partners. The Partners shall look solely to the Partnership's assets for the return of their Capital Contributions, and if the assets of the Partnership remaining after payment of or due provision for all debts, liabilities and obligations of the Partnership are insufficient to return such Capital Contributions, the Partners shall have no recourse against the Partnership or any other Partner or any other Person. No Partner with a negative balance in such Partner's Capital Account shall have any obligation to the Partnership or to the other Partners or to any creditor or other Person to restore such negative balance during the existence of the Partnership, upon dissolution or termination of the Partnership or otherwise.

SECTION 9.07. Survival of Certain Provisions. Notwithstanding anything to the contrary in this Agreement, the provisions of Section 10.02 and Section 11.09 shall survive the termination of the Partnership.

ARTICLE X

LIABILITY AND INDEMNIFICATION

SECTION 10.01. Liability of Partners.

(a) Except as otherwise specifically provided by the Act, no Limited Partner shall be liable for any debt obligation or liability of the Partnership or of any other Partner or have any obligation to restore any deficit balance in its Capital Account solely by reason of being a Partner of the Partnership. With respect to any Partnership borrowing in place as of the date of the Original Agreement or any subsequent refinancing or replacement thereof (but not in excess of such amounts as are in place as of the date of the Original Agreement), other than with respect to the transactions in the Transaction Agreement, no Partner or related person shall be permitted to guarantee a Partnership borrowing or otherwise bear the “economic risk of loss” that would result in an allocation of such borrowing to such Partner under the principles of Section 752 of the Code, provided, however that it is understood that the General Partner may provide a guarantee with respect to such borrowing secured by a pledge of its assets, which will consist solely of its interest in the Partnership.

(b) Notwithstanding any other provision of this Agreement or any duty otherwise existing at law or in equity, the parties hereby agree that each Partner (including the General Partner), shall, to the maximum extent permitted by law, including Section 17-1101(d) of the Act, owe no fiduciary duties to the Partnership, the other Partners or any other Person bound by this Agreement; *provided, however*, that the Partners (including the General Partner) shall act in accordance with the implied contractual covenant of good faith and fair dealing. Whenever in this Agreement a Partner is permitted or required to take any action or to make a decision, such Partner shall be entitled to take such action or make such decision in its sole discretion, and such Partner shall be entitled to consider, and make its determination based upon, such interests and factors as it desires. No Partner shall have any liability to the Partnership or the other Partners except as provided herein.

(c) The Partners (including without limitation, the General Partner) acting under this Agreement will not be liable to the Partnership or to any other Partner for breach of fiduciary duty for their good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they expand or restrict or eliminate the duties and liabilities of any Partner (including without limitation, the General Partner) otherwise existing at law or in equity, are agreed by the Partners to modify to that extent such other duties and liabilities of the Partners (including without limitation, the General Partner).

(d) The General Partner may consult with legal counsel, accountants and financial or other advisors and any act or omission suffered or taken by the General Partner on behalf of the Partnership or in furtherance of the interests of the Partnership in good faith in reliance upon and in accordance with the advice of such counsel, accountants or financial or other

advisors will be full justification for any such act or omission, and the General Partner will be fully protected in so acting or omitting to act so long as such counsel or accountants or financial or other advisors were selected with reasonable care.

(e) Except as set forth herein or in any other written agreement with the Partnership, the Ultimate Parent or any of their respective subsidiaries to which a Partner or its Affiliate is a party or in the organizational documents of the Ultimate Parent, the Partners and their respective Affiliates may engage in or possess an interest in other business ventures of every nature and description, independently or with others, whether or not similar to or in competition with the business of the Partnership (and whether or not such engagement or possession would be an actual or potential conflict of interest with the Partnership), and neither the Partnership nor any Partner shall have, by virtue of this Agreement, at law or otherwise, any right in or to such other business ventures or to any ownership or other interest in or the income or profits derived therefrom. Except as set forth herein or in any other written agreement with the Partnership to which a Partner or its Affiliate is a party, the Partners shall not be obligated to present any particular investment or business opportunity to the Partnership or any Partner even if such opportunity is of a character which, if presented to the Partnership or any Partner, could be taken by the Partnership or any Partner, and each of the Partners and their respective Affiliates shall have the right to take for its own account and with others or to recommend to others any such opportunity.

SECTION 10.02. Indemnification.

(a) Indemnification. To the fullest extent permitted by law, the Partnership shall indemnify any Person (and such Person's heirs, executors or administrators) who was or is made or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding (brought in the right of the Partnership or otherwise), whether civil, criminal, administrative or investigative, and whether formal or informal, including appeals, by reason of the fact that such person, or a person for whom such person was the legal representative, is or was a Partner (including without limitation, the General Partner) or a director, officer or agent of a Partner (including without limitation, the General Partner) or the Partnership or, while a director, officer or agent of a Partner (including without limitation, the General Partner) or the Partnership, is or was serving at the request of the Partnership as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, limited liability company, nonprofit entity or other enterprise, for and against all loss and liability suffered and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement reasonably incurred by such person or such heirs, executors or administrators in connection with such action, suit or proceeding, including appeals; provided that such person shall not be entitled to indemnification hereunder only to the extent such person's conduct constituted fraud or willful misconduct. Notwithstanding the preceding sentence, except as otherwise provided in Section 10.02(c), the Partnership shall be required to indemnify a person described in such sentence in connection with any action, suit or proceeding (or part thereof) commenced by such person only if the commencement of such action, suit or proceeding (or part thereof) by such person was authorized by the General Partner.

(b) Advancement of Expenses. To the fullest extent permitted by law, the Partnership shall promptly pay expenses (including attorneys' fees) incurred by any person described in Section 10.02(a) in appearing at, participating in or defending any action, suit or

proceeding in advance of the final disposition of such action, suit or proceeding, including appeals, upon presentation of an undertaking on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified under this Section 10.02 or otherwise. Notwithstanding the preceding sentence, except as otherwise provided in Section 10.02(c), the Partnership shall be required to pay expenses of a person described in such sentence in connection with any action, suit or proceeding (or part thereof) commenced by such person only if the commencement of such action, suit or proceeding (or part thereof) by such person was authorized by the General Partner.

(c) Unpaid Claims. If a claim for indemnification (following the final disposition of such action, suit or proceeding) or advancement of expenses under this Section 10.02 is not paid in full within thirty (30) days after a written claim therefor by any person described in Section 10.02(a) has been received by the Partnership, such person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Partnership shall have the burden of proving that such person is not entitled to the requested indemnification or advancement of expenses under applicable law.

(d) Insurance. To the fullest extent permitted by law, the Partnership may purchase and maintain insurance on behalf of any person described in Section 10.02(a) against any liability asserted against such person, whether or not the Partnership would have the power to indemnify such person against such liability under the provisions of this Section 10.02 or otherwise.

(e) Non-Exclusivity of Rights. The provisions of this Section 10.02 shall be applicable to all actions, claims, suits or proceedings made or commenced after the date of this Agreement, whether arising from acts or omissions to act occurring before or after its adoption. The provisions of this Section 10.02 shall be deemed to be a contract between the Partnership and each person entitled to indemnification under this Section 10.02 (or legal representative thereof) who serves in such capacity at any time while this Section 10.02 and the relevant provisions of applicable law, if any, are in effect, and any amendment, modification or repeal hereof shall not affect any rights or obligations then existing with respect to any state of facts or any action, suit or proceeding then or theretofore existing, or any action, suit or proceeding thereafter brought or threatened based in whole or in part on any such state of facts. If any provision of this Section 10.02 shall be found to be invalid or limited in application by reason of any law or regulation, it shall not affect the validity of the remaining provisions hereof. The rights of indemnification provided in this Section 10.02 shall neither be exclusive of, nor be deemed in limitation of, any rights to which any person may otherwise be or become entitled or permitted by contract, this Agreement or as a matter of law, both as to actions in such person's official capacity and actions in any other capacity, it being the policy of the Partnership that indemnification of any person whom the Partnership is obligated to indemnify pursuant to Section 10.02(a) shall be made to the fullest extent permitted by law.

For purposes of this Section 10.02, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Partnership" shall include any service as a director, officer, employee or agent of the Partnership which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries.

This Section 10.02 shall not limit the right of the Partnership, to the extent and in the manner permitted by law, to indemnify and to advance expenses to, and purchase and maintain insurance on behalf of, Persons other than persons described in Section 10.02(a).

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. Severability. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions is not affected in any manner materially adverse to any party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 11.02. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and shall be deemed to have been duly given upon receipt) by delivery in person, by courier service, by fax or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specification notice given in accordance with this Section 11.02):

- (a) If to the Partnership, the General Partner or any Partner other than Sprint, SK Telecom and EarthLink to:

Virgin Mobile USA, L.P.
c/o Virgin Mobile USA, Inc.
10 Independence Boulevard
Warren, NJ 07059
Attention: General Counsel
Telecopy: (908) 607-4017
Confirmation: (908) 607-4078

with a copy to (which shall not constitute notice):

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attention: Alan M. Klein
Joseph H. Kaufman
Telecopy: (212) 455-2502

(b) If to Sprint, to:

Sprint Nextel Corporation
6200 Sprint Parkway
KSOPHF0302-3B626
Overland Park, Kansas 66251
Attention: Legal
Telecopy: (913) 523-9803
Confirmation: (913) 794-1509

with a copy to (which shall not constitute notice):

Sprint Ventures, Inc.
c/o Sprint Nextel Corporation
6200 Sprint Parkway
KSOPHF0302-3B651
Overland Park, Kansas 66251
Attention: Vice President, Tax
Telecopy: (913) 794-0153
Confirmation: (913) 794-1510

with a copy to (which shall not constitute notice):

King & Spalding LLP
1180 Peachtree St. NE
Atlanta, GA 30309
Attention: James H. Lokey, Jr.
Telecopy: (404) 572-5130
Confirmation: (404) 572-4927

(c) If to SK Telecom, to:

SK Telecom USA Holdings, Inc.
c/o SK Telecom Co., Ltd.
11 Euljiro 2-ga
Jung-gu, Seoul 100-999, Korea
Attention: Chief Executive Officer
Telecopy: 82 2 6100 7990

with a copy to (which shall not constitute notice):

Baker & McKenzie LLP
1114 Avenue of the Americas
New York, New York 10036
Attn: Philip T. von Mehren
Telecopy: (212) 310-1818

(d) If to EarthLink, to:

EarthLink, Inc.
1375 Peachtree Street, N.E.
Atlanta, GA 30309
Attn: Samuel DeSimone, Jr.
Telecopy: (404) 892-7616

with a copy to (which shall not constitute notice):

Troutman Sanders LLP
1001 Haxall Point
Richmond, VA 23219
Attn: David M. Carter
Telecopy: (804) 698-5196

SECTION 11.03. Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by Law.

SECTION 11.04. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, executors, administrators, heirs, legal representatives and assigns.

SECTION 11.05. Interpretation. Throughout this Agreement, nouns, pronouns and verbs shall be construed as masculine, feminine, neuter, singular or plural, whichever shall be applicable. Unless otherwise specified, all references herein to "Articles," "Sections" and paragraphs shall refer to corresponding provisions of this Agreement.

SECTION 11.06. Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Copies of executed counterparts transmitted by telecopy or other electronic transmission service shall be considered original executed counterparts for purposes of this Section 11.06.

SECTION 11.07. Further Assurances. Each Limited Partner shall perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

SECTION 11.08. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

SECTION 11.09. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

SECTION 11.10. Submission to Jurisdiction; Waiver of Jury Trial.

(a) Any and all disputes which cannot be settled amicably, including any ancillary claims of any party, arising out of, relating to or in connection with the validity, negotiation, execution, interpretation, performance or non-performance of this Agreement (including the validity, scope and enforceability of this arbitration provision) shall be finally settled by arbitration conducted by a single arbitrator in New York in accordance with the then-existing Rules of Arbitration of the International Chamber of Commerce. If the parties to the dispute fail to agree on the selection of an arbitrator within thirty (30) days of the receipt of the request for arbitration, the International Chamber of Commerce shall make the appointment. The arbitrator shall be reasonably selected by the General Partner, shall be a lawyer and shall conduct the proceedings in the English language. Performance under this Agreement shall continue if reasonably possible during any arbitration proceedings. Notwithstanding any provision of the Agreement to the contrary, this Section 11.10(a) shall be construed to the maximum extent possible to comply with the laws of the State of Delaware, including the Uniform Arbitration Act (10 Del. C. § 5701 et seq.) (the “Delaware Arbitration Act”). If, nevertheless, it shall be determined by a court of competent jurisdiction that any provision or wording of this Section 11.10(a), including any rules of the American Arbitration Association, shall be invalid or unenforceable under the Delaware Arbitration Act, or other applicable law, such invalidity shall not invalidate all of this Section 11.10(a). In that case, this Section 11.10(a) shall be construed so as to limit any term or provision so as to make it valid or enforceable within the requirements of the Delaware Arbitration Act or other applicable law, and, in the event such term or provision cannot be so limited, this Section 11.10(a) shall be construed to omit such invalid or unenforceable provision.

(b) Notwithstanding the provisions of paragraph (a), the General Partner may bring, or may cause the Partnership to bring, on behalf of the General Partner or the Partnership or on behalf of one or more Partners, an action or special proceeding in any court of competent jurisdiction for the purpose of compelling a party to arbitrate, seeking temporary or preliminary relief in aid of an arbitration hereunder, and/or enforcing an arbitration award and, for the purposes of this paragraph (b), each Partner (i) expressly consents to the application of paragraph (c) of this Section 11.10 to any such action or proceeding, (ii) agrees that proof shall not be required that monetary damages for breach of the provisions of this Agreement would be difficult to calculate and that remedies at law would be inadequate, and (iii) irrevocably appoints the General Partner as such Partner’s agent for service of process in connection with any such action or proceeding and agrees that service of process upon such agent, who shall promptly advise such Partner of any such service of process, shall be deemed in every respect effective service of process upon the Partner in any such action or proceeding.

(c)(i) EACH PARTNER HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF COURTS LOCATED IN NEW YORK, NEW YORK FOR THE PURPOSE OF ANY JUDICIAL PROCEEDING BROUGHT IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPH (B) OF THIS SECTION 11.10, OR ANY JUDICIAL PROCEEDING ANCILLARY TO AN ARBITRATION OR CONTEMPLATED ARBITRATION ARISING OUT OF OR RELATING TO OR CONCERNING THIS AGREEMENT. Such ancillary judicial proceedings include any suit, action or proceeding to compel arbitration, to obtain temporary or preliminary judicial relief in aid of arbitration, or to confirm an arbitration award. The parties acknowledge that the fora designated by this paragraph (c) have a reasonable relation to this Agreement, and to the parties’ relationship with one another.

(ii) The parties hereby waive, to the fullest extent permitted by applicable law, any objection which they now or hereafter may have to personal jurisdiction or to the laying of venue of any such ancillary suit, action or proceeding brought in any court referred to in paragraph (c) (i) of this Section 11.10 and such parties agree not to plead or claim the same.

SECTION 11.11. Expenses. Except as otherwise specified in this Agreement, the Partnership shall be responsible for all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with its operation.

SECTION 11.12. Amendments and Waivers. (a) This Agreement (including the Annexes hereto) may be amended, supplemented, waived or modified by the written consent of the General Partner; provided that no such amendment, supplement, waiver or modification shall adversely affect a Limited Partner's Units without the written consent of the Limited Partner so affected; provided further, that the General Partner may, without the written consent of any Limited Partner or any other Person, amend, supplement, waive or modify any provision of this Agreement and execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith, to reflect: (i) any amendment, supplement, waiver or modification that the General Partner determines to be required in order to create, authorize or issue any class or series of equity interest in the Partnership as permitted by, and in accordance with the terms of, this Agreement, provided, however, no such amendment, supplement, waiver or modification shall alter or change the powers, preferences or special rights of Units so as to affect them adversely without the written consent of the Limited Partner so affected; (ii) the admission, substitution, withdrawal or removal of Partners in accordance with this Agreement; (iii) a change in the name of the Partnership, the location of the principal place of business of the Partnership, the registered agent of the Partnership or the registered office of the Partnership; (iv) any amendment, supplement, waiver or modification that the General Partner determines to be required to comply with applicable Law; or (v) a change in the Fiscal Year or taxable year of the Partnership; provided further, that Schedule I to this Agreement shall be revised from time to time by the General Partner to reflect the admission of a new Partner, the withdrawal or resignation of a Partner, and the adjustment of the Units resulting from any Transfer or other disposition of a Unit, in each case that is made in accordance with the provisions hereof.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder (other than a failure or delay beyond a period of time specified herein) shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

(c) The General Partner may, in its sole discretion, unilaterally amend this Agreement on or before the effective date of the final regulations to provide for (i) the election of a safe harbor under Proposed Treasury Regulation Section 1.83-3(l) (or any similar provision) under which the fair market value of a partnership interest that is transferred is treated as being equal to the liquidation value of that interest, (ii) an agreement by the Partnership and each of its Partners to

comply with all of the requirements set forth in such regulations and Notice 2005-43 (and any other guidance provided by the Internal Revenue Service with respect to such election) with respect to all partnership interests transferred in connection with the performance of services while the election remains effective, (iii) the allocation of items of income, gains, deductions and losses required by the final regulations similar to Proposed Treasury Regulation Section 1.704-1(b)(4)(xii)(b) and (c), and (iv) any other related amendments.

(d) Except as may be otherwise required by law in connection with the winding-up, liquidation, or dissolution of the Partnership, each Partner hereby irrevocably waives any and all rights that it may have to maintain an action for judicial accounting or for partition of any of the Partnership's property.

SECTION 11.13. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and successors and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Without limiting the foregoing, any obligation of the Partners to make Capital Contributions to the Partnership under this Agreement is an agreement only between the Partners and no other person or entity, including the Partnership, shall have any rights to enforce such obligations.

SECTION 11.14. Headings. The headings and subheadings in this Agreement are included for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

SECTION 11.15. Construction. Each party hereto acknowledges and agrees it has had the opportunity to draft, review and edit the language of this Agreement and that no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any dispute relating to, in connection with or involving this Agreement. Accordingly, the parties hereby waive the benefit of any rule of Law or any legal decision that would require that in cases of uncertainty, the language of a contract should be interpreted most strongly against the party who drafted such language.

SECTION 11.16. Power of Attorney. Each Limited Partner, by its execution hereof, hereby irrevocably makes, constitutes and appoints the General Partner as its true and lawful agent and attorney in fact, with full power of substitution and full power and authority in its name, place and stead, to make, execute, sign, acknowledge, swear to, record and file (a) this Agreement and any amendment to this Agreement that has been adopted as herein provided; (b) the original Certificate and all amendments thereto required or permitted by law or the provisions of this Agreement; (c) all certificates and other instruments (including consents and ratifications which the Limited Partners have agreed to provide upon a matter receiving the agreed support of Limited Partners) deemed advisable by the General Partner to carry out the provisions of this Agreement and Law or to permit the Partnership to become or to continue as a limited partnership or partnership wherein the Limited Partners have limited liability in each jurisdiction where the Partnership may be doing business; (d) all instruments that the General Partner deems appropriate to reflect a change or modification of this Agreement or the Partnership in accordance with this Agreement, including, without limitation, the admission of additional Limited Partners or

substituted Limited Partners pursuant to the provisions of this Agreement; (e) all conveyances and other instruments or papers deemed advisable by the General Partner to effect the liquidation and termination of the Partnership; and (f) all fictitious or assumed name certificates required or permitted (in light of the Partnership's activities) to be filed on behalf of the Partnership.

SECTION 11.17. Partnership Status. The parties intend to treat the Partnership as a partnership for U.S. federal income tax purposes.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement or have caused this Agreement to be duly executed by their respective authorized officers, in each case as of the date first above stated.

General Partner:

VMU GP I, LLC

By: /s/ Peter Lurie

Name: Peter Lurie

Title: General Counsel and Secretary

Limited Partners:

VIRGIN MOBILE USA, INC.

By: /s/ Peter Lurie

Name: Peter Lurie

Title: General Counsel and Secretary

SPRINT VENTURES, INC.

By: /s/ James D. Patterson

Name: James D. Patterson

Title: President

BLUEBOTTLE USA HOLDINGS L.P.

By: Bluebottle USA Investments L.P.,
its General Partner

By: VMU GP, LLC, its General Partner

By: /s/ Peter Lurie

Name: Peter Lurie

Title: General Counsel and Secretary

SK TELECOM USA HOLDINGS, INC.

By: /s/ Sung Won Suh

Name: Sung Won Suh

Title: Authorized Person

EARTHLINK, INC.

By: /s/ Samuel R. DeSimone, Jr.

Name: Samuel R. DeSimone, Jr.

Title: General Counsel

SCHEDULE I

PARTNERS; PERCENTAGE INTERESTS

<u>Partner</u>	<u>Number of Common Units</u>	<u>Number of Series A Preferred Units</u>	<u>Percentage Interest</u>
<u>General Partner(s)</u>			
VMU GPI, LLC	427	—	0.00051%
<u>Limited Partner(s)</u>			
Bluebottle USA Holdings L.P.	40,385,394	50,000	55.0295%
Sprint Ventures, Inc.	12,058,626	—	14.3422%
Virgin Mobile USA, Inc.	12,944,644	—	15.3960%
SK Telecom USA Holdings, Inc.	10,999,373*	—	13.0823%
EarthLink, Inc.	1,807,259^	—	2.1495%
* 1,649,905.95 Common Units will be certificated.			
^ 271,088.85 Common Units will be certificated.			

Annex A

In accordance with Section 7.06(a) of the Agreement, set forth below are the terms and conditions of the Series A Preferred Units hereby established that will be issued by the Partnership to Bluebottle USA Holdings L.P. as of the date of the Agreement as a result of the issuance of 50,000 shares of Series A Preferred Stock by the Ultimate Parent as of such date. All capitalized terms used in this Annex A and not otherwise defined in this Annex A shall have the meanings assigned in the Agreement.

1. Designation and Number of Units. There is hereby created and established a series of preferred units designated as “Series A Convertible Preferred Units” (the “Series A Preferred Units”). The number of Series A Preferred Units shall be Fifty Thousand (50,000). Each Series A Preferred Unit shall have a liquidation preference (the “Series A Liquidation Preference”) of \$1,000.00.

2. Rank. The Series A Preferred Units shall, with respect to the right to receive distributions of assets and rights upon the Partnership’s liquidation, rank (x) senior to each class of Common Units and each other class or series of Units hereafter created which expressly ranks junior to the Series A Preferred Units with respect to the right to receive distributions and rights upon the Partnership’s liquidation (together with the Common Units, the “Junior Units”), (y) pari passu with each other class or series of Units hereafter created which do not expressly rank junior or senior to the Series A Preferred Units with respect to the right to receive distributions and rights upon the Partnership’s liquidation (“Parity Units”) and (z) junior to all other series of Preferred Units of the Partnership and each other class or series of Units hereafter created which expressly ranks senior to the Series A Preferred Units with respect to the right to receive distributions and rights upon the Partnership’s liquidation. The respective definitions of Junior Units and Parity Units shall also include any rights or options exercisable for or convertible into any of the Junior Units and Parity Units, as the case may be.

3. Liquidation Preference.

A. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Partnership (a “Liquidation”), each of the holders of the then outstanding Series A Preferred Units shall be entitled to be paid out of the Partnership’s assets available for distribution to its Partners before any payment or distribution of the Partnership’s assets (whether capital or surplus) shall be made to or set apart for the holders of Junior Units an amount in cash per Series A Preferred Unit equal to the greater of (i) the sum of (A) the Series A Liquidation Preference plus (B) all unpaid cumulated and accrued Distributions on such Series A Preferred Unit, and (ii) an amount equal to the amount the holder of such Series A Preferred Unit would have received upon a Liquidation had such Series A Preferred Unit been converted into Common Units immediately prior to such Liquidation (such greater amount, the “Series A Liquidation Payment Amount”). If the Partnership’s assets available for distribution to the holders of Series A Preferred Units and Parity Units shall be insufficient to permit payment in full to such holders of the sums which such holders are entitled to receive in a Liquidation, then all of the assets available for distribution to the holders of Series A Preferred Units and Parity Units shall be distributed among and paid to such holders ratably in proportion to the amounts that would be payable to such holders if such assets were sufficient to permit payment in full. After payment in full of the Series A Liquidation Payment Amount, the holders of the Series A Preferred Units will not be entitled to any further participation in any distribution of assets by the Partnership.

B. Upon any such Liquidation, after the holders of Series A Preferred Units and Parity Units shall have been paid in full in accordance with Section 3(A) above, the remaining assets of the Partnership shall be distributed to the holders of the Junior Units.

C. For the purposes of this Section 3, neither (i) the voluntary sale, lease, conveyance, exchange or transfer (for cash, shares, securities or other consideration) of all or substantially all of the Partnership's property or assets nor (ii) the merger or other business combination of the Partnership with one or more Persons shall be deemed to be a Liquidation.

4. Distributions.

A. Each holder of Series A Preferred Units shall be entitled to receive, when, as and if distributions are declared by the General Partner out of the Partnership's funds legally available therefor:

- (i) distributions on each outstanding Series A Preferred Unit (the "Series A Distributions") that shall accrue at a rate per annum of 6.00% (the "Annual Distribution Rate"); and
- (ii) participating distributions of the same type as any distributions, whether cash, in kind or other property, payable or to be made on outstanding Common Units equal to the amount of such distributions as would be made on the number of Common Units into which such Series A Preferred Units could be converted on the date of payment of such distributions on the Common Units, assuming such Common Units were outstanding on the applicable record date for such distribution (the "Participating Distributions") and, together with Series A Distributions, the "Distributions").

B. The Series A Distributions shall be payable semi-annually in arrears on September 30th and March 31st of each year or, if any such date is not a Business Day (as hereinafter defined), on the next succeeding Business Day (each, a "Distribution Payment Date" and each such semi-annual period being a "Distribution Period"). The amount of Series A Distributions payable on each Series A Preferred Unit for each full Distribution Period shall be computed by multiplying the Series A Liquidation Preference by one-half of the Annual Distribution Rate. Series A Distributions payable on the Series A Preferred Units for any period less than a full Distribution Period shall be computed on the basis of twelve 30-day months and a 360-day year and will be deemed to accumulate on a daily basis. Series A Distributions shall accrue and be cumulative from the Original Issue Date, whether or not the Partnership has earnings or profits, whether or not there are funds legally available for the payment of such Series A Distributions on any Distribution Payment Date or at any time during any Distribution Period and whether or not Series A Distributions are declared or paid. Accrued but unpaid distributions for any past Distribution Periods may be declared by the General Partner and paid on any date fixed by the General Partner, whether or not a regular Distribution Payment Date, to holders of record on the register of the Partnership on such record date as may be fixed by the General Partner.

C. Series A Distributions in respect of each Distribution Period shall be paid in additional Series A Preferred Units. Series A Distributions shall be made by issuing Series A Preferred Units (or fractions thereof) having an aggregate Series A Liquidation Preference equal to the amount of the Series A Distributions that otherwise would have been payable if the Series A Distributions were payable in cash and had been declared and paid on such Distribution Payment Date. All distributions shall be paid pro rata to the holders entitled thereto. All Series A Preferred Units issued as a distribution will thereupon be duly authorized, validly issued, fully paid and nonassessable.

D. Series A Distributions shall be paid to the holders of record of Series A Preferred Units as each appears in the register of the Partnership at the close of business on the record date therefor. As used herein, the term "record date" means, with respect to Series A Distributions payable on March 31st and September 30th, respectively, of each year, the immediately preceding March 15th and September 15th, respectively. Participating Distributions are payable at the same time as and when distributions on the Common Units are paid to the holders of record of Series A Preferred Units as each appears in the register of the Partnership at the close of business on such date.

E. So long as any Series A Preferred Units are outstanding, unless full cumulative distributions on all outstanding Series A Preferred Units for all past distributions have contemporaneously been declared and paid in full or declared, then: (x) no distribution (other than a distribution payable solely in Parity Units or Junior Units or any Tax Distribution) shall be declared or paid upon, or any sum set apart for the payment of distributions upon, any Parity Units; (y) no Parity Units shall be purchased, redeemed or otherwise acquired or retired for value by the Partnership or any of its subsidiaries; and (z) no monies shall be paid into or set apart or made available for a sinking or other like fund for the purchase, redemption or other acquisition or retirement for value of any Parity Units by the Partnership or any of its Subsidiaries.

F. So long as any Series A Preferred Units are outstanding, unless full cumulative distributions on all outstanding Series A Preferred Units for all past distributions have contemporaneously been declared, then: (x) no distribution (other than any Tax Distribution, a distribution payable solely in Junior Units, or any distribution under the Sprint Tax Receivable Agreement or Virgin Tax Receivable Agreement (including any distributions required to be made to holders of Common Units pursuant to Section 4.01(a)(ii) of the Agreement in connection with a distribution under the Virgin Tax Receivable Agreement)) shall be declared or paid upon, or any sum set apart for the payment of distributions upon, any Junior Units; (y) no Junior Units shall be purchased, redeemed or otherwise acquired or retired for value by the Partnership or any of its subsidiaries; and (z) no monies shall be paid into or set apart or made available for a sinking or other like fund for the purchase, redemption or other acquisition or retirement for value of any Junior Units by the Partnership or any of its Subsidiaries.

G. So long as any Series A Preferred Units are outstanding, no distribution (other than any Tax Distribution, a distribution payable solely in Junior Units, or any distribution under the Sprint Tax Receivable Agreement or Virgin Tax Receivable Agreement (including any

distributions required to be made to holders of Common Units pursuant to Section 4.01(a)(ii) of the Agreement in connection with a distribution under the Virgin Tax Receivable Agreement)) may be paid or set aside for payment upon any Common Units unless full Participating Distributions on all Series A Preferred Units have been or are contemporaneously paid.

5. Redemption.

A. *Mandatory Redemption.* At the four (4) year anniversary of the Original Issue Date, if any Series A Preferred Units remain outstanding due to a failure to obtain the Required Stockholder Approval prior to such time, the Partnership shall redeem, in whole or in part, outstanding Series A Preferred Units (the "Redemption") out of funds legally available therefor. The Partnership shall redeem the Series A Preferred Units by payment in cash, for each Series A Preferred Unit to be redeemed, in an amount (the "Redemption Amount") equal to the Series A Liquidation Payment Amount calculated as of the Redemption Date. The date on which the Redemption Amount is payable is referred to herein as the "Redemption Date". Any redemption pursuant to this Section 5(A) shall be made upon prior written notice (which notice shall comply with the provisions of Section 5(C) hereof).

B. *Notice of Redemption.* Notice of Redemption shall be given not less than thirty (30) days nor more than sixty (60) days before the Redemption Date to each holder of record of the Series A Preferred Units, mailed by first-class mail, postage prepaid, to such holder's address as shown in the register of the Partnership; provided, however, that no failure to give such notice nor any defect therein shall affect the validity of the proceeding for the redemption of any Series A Preferred Units to be redeemed, except as to the holder to whom the Partnership has failed to give said notice or except as to the holder whose notice was defective. Each such notice shall state: (i) the Redemption Date; (ii) the Redemption Amount; (iii) the number of Series A Preferred Units to be redeemed; and (iv) the place for payment of the Redemption Amount.

C. Notice having been given as aforesaid, from and after the Redemption Date (unless default shall be made by the Partnership in the payment of the Redemption Amount), with respect to the Series A Preferred Units to be redeemed, all rights of the holders of Series A Preferred Units in their capacity as such (except the right to receive the Redemption Amount) shall cease. Distributions shall cease to accrue as of the Redemption Date. Upon surrender in accordance with said notice of the certificates, if certificated, for any Units so redeemed (properly endorsed or assigned for transfer, if the General Partner shall so require and the notice shall so state), such Series A Preferred Units shall be redeemed by the Partnership in exchange for cash payment in full of the Redemption Amount.

D. Prior to the Redemption Date, the Partnership shall deposit with a paying agent (or, if the Partnership is acting as its own paying agent, segregate and hold in trust) an amount of consideration sufficient to pay the Redemption Amount of all the Series A Preferred Units that are to be redeemed on that date.

6. Conversion.

A. Each Series A Preferred Unit shall convert automatically into 117.64706 duly authorized, validly issued, fully paid and non-assessable Common Units for each share of Series A Preferred Stock that is actually converted into shares of Class A Common Stock, any such conversion to occur simultaneously with the conversion of such shares of Series A Preferred Stock into shares of Class A Common Stock (the “Conversion Price”).

B. Upon any such automatic conversion, the right of the Partnership to redeem such Series A Preferred Units shall terminate and:

- (i) Upon the automatic conversion of Series A Preferred Units, such Units shall no longer be deemed to be outstanding and all rights of a holder with respect to such Units converted shall immediately terminate, except the right to receive the Common Units and other amounts payable pursuant to this Section 6(B).
- (ii) As soon as possible after a conversion has been effected (but in any event within five (5) Business Days), the Partnership shall deliver to the converting holder an amount equal to all unpaid, cumulated and accrued distributions with respect to each Series A Preferred Unit converted.

C. The issuance or delivery of certificates, if certificated, for Common Units upon the conversion of the Series A Preferred Units shall be made without charge to the converting holder of Series A Preferred Units for such certificates or for any stamp or similar tax in respect of the issuance or delivery of such certificates or the Series A Preferred Units represented thereby (which taxes shall be paid by the Partnership, except as otherwise provided by this Section 6(C)), and such certificates shall be issued or delivered in the respective names of, or (subject to compliance with the applicable provisions of federal and state securities laws) in such names as may be directed by, the holders of Series A Preferred Units converted; provided, however, that the Partnership shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any such certificate in a name other than that of the holder of Series A Preferred Units converted, and the Partnership shall not be required to issue or deliver such certificate unless or until the Person or Persons requesting the issuance or delivery thereof shall have paid to the Partnership the amount of such tax or shall have established to the reasonable satisfaction of the Partnership that such tax has been paid.

D. Business Combinations. In the case of any Business Combination, the Partnership shall cause lawful provision to be made as part of the terms of such Business Combination such that each holder of a Series A Preferred Unit then outstanding shall have the right thereafter to exchange such unit for, or convert such unit into, the kind and amount of securities, cash and other property, if any, receivable upon the Business Combination by a holder of the number of Common Units into which a Series A Preferred Unit would have been convertible immediately prior to the Business Combination.

7. Distribution, Subdivision, Combination or Reclassification of Common Units.

A. If the Partnership shall at any time or from time to time, prior to conversion or redemption of all of the Series A Preferred Units, (i) make a distribution (other than a distribution made to holders of Series A Preferred Units) on the outstanding Common Units payable in any Units or other securities of the Partnership, (ii) subdivide the outstanding Common Units into a larger number of Units, (iii) combine the outstanding Common Units into a

smaller number of Units or (iv) issue any Units in a reclassification of the Common Units (other than any such event that is a Business Combination subject to Section 7 hereof), then, and in each such case, the number of duly authorized, validly issued, fully paid and nonassessable Common Units into which the Series A Preferred Units shall be converted shall be adjusted (and any other appropriate actions shall be taken by the Partnership) so that the holder of any Series A Preferred Units thereafter converted shall be entitled to receive upon conversion the number of Common Units or other securities of the Partnership that such holder would have owned or would have been entitled to receive upon or by reason of any of the events described above, had such Series A Preferred Units been converted immediately prior to, as applicable, the date of, or the record date for, such event. An adjustment made pursuant to this Section 7 shall become effective retroactively to the close of business on the day upon which such action described in the immediately preceding clauses (i) through (iv) became effective.

B. *Other Changes.* In case the Partnership at any time or from time to time, prior to the conversion or redemption of all of the Series A Preferred Units, shall take any action affecting its Common Units similar to or having an effect similar to any of the actions described in Section 7(A) hereof (but not including any action described in such Section) and the General Partner in good faith determines that it would be equitable in the circumstances to adjust the Conversion Price as a result of such action, then, with the prior consent of a majority of the holders of the Series A Preferred Units, which consent shall not be unreasonably withheld, and in each such case, the Conversion Price shall be adjusted in such manner and at such time as the General Partner in good faith determines would be equitable in the circumstances (such determination to be evidenced in a resolution, a certified copy of which shall be mailed to the holders of the Series A Preferred Units).

C. Whenever one or more adjustments to the Conversion Price are required by the provisions of this Section 7, the Partnership shall forthwith place on file in the books and records of the Partnership, a statement stating the adjustment (provided that any failure so to file any such statement shall in no way affect the validity of any such adjustment or the requirement therefor). Such statement shall set forth in reasonable detail such facts as shall be necessary to show the reason and the manner of computing each such adjustment. Promptly after each adjustment, the Partnership shall mail, by first-class mail, postage prepaid, a notice thereof to each holder of Series A Preferred Units together with a certificate from the Partnership's independent public accountants containing a brief description of the transaction causing such adjustment, the manner of computing such adjustment, and the resulting number of Common Units issuable upon conversion.

D. Legends. Certificates, or book entries, as the case may be, for Series A Preferred Units and any Common Units issued on conversion thereof may have notations, legends or endorsements required by law, stock exchange rules, agreements to which the Partnership is subject, if any, or usage (provided that any such notation, legend or endorsement is in a form reasonably acceptable to the Partnership).

8. Interpretation and Limitations. The parties to the Agreement agree that the intent of this Annex A is for the designations, preferences and other rights, terms and conditions of the Series A Preferred Units to match as closely as possible the designations, preferences and other rights, terms and conditions of the Series A Preferred Stock and for the number of Series A

Preferred Units to equal at all times the number of shares of Series A Preferred Stock outstanding, and the provisions of this Annex A shall be interpreted consistently with such intent. In furtherance of the foregoing, the parties agree that (i) in the event there are any changes, modifications or alterations relating to the designations, preferences and other rights, terms and conditions of the Series A Preferred Stock, the General Partner shall seek to amend the Agreement and this Annex A in accordance with Section 11.12 of the Agreement to reflect such changes, modifications or alterations, (ii) notwithstanding anything to the contrary herein, no distribution pursuant to Section 4 above shall be declared or paid and no redemption pursuant to Section 5 above shall be effected unless (a) the certificate of designations for the Series A Preferred Stock (the “Certificate of Designations”) requires an equivalent distribution or redemption with respect to the Series A Preferred Stock and (b) contemporaneously with any such distribution or redemption with respect to the Series A Preferred Units, the proceeds, securities or other property therefrom are distributed to the holders of the Series A Preferred Stock in compliance with, and in satisfaction of the obligations of the Ultimate Parent pursuant to, the Certificate of Designations, (iii) notwithstanding anything to the contrary herein, no adjustments shall occur pursuant to Section 7 above unless equivalent adjustments are required to be made, and are simultaneously made, with respect to the Series A Preferred Stock in accordance with the Certificate of Designations, and (iv) the Certificate of Designations shall not be amended after the date of the Agreement without the written consent of each Limited Partner whose consent would be required pursuant to Section 11.12 of the Agreement for an equivalent amendment to the Agreement to be made in accordance with subparagraph (i) above.

9. Certain Definitions. For purposes of this Annex A, the following terms shall have the meanings set forth below:

“Affiliate” means, when used with reference to any Person, (a) any Person who owns, directly or indirectly, 10% or more of the equity or other ownership interests of such Person or (b) any Person directly or indirectly controlling, controlled by, or under direct or indirect common control with that Person. For the purposes of this definition, “control”, when used with respect to any specified Person, means the power, directly or indirectly, either (i) to vote ten percent (10%) or more of the Voting Stock of such Person or (ii) to direct or cause the direction of the management or policies of such Person whether through the ownership of Voting Stock, by contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Business Combination” means the occurrence of any of the following events: (a) any Person or Group is or becomes the beneficial owner (as defined in Rule 13d-3 and Rule 13d-5 of the Exchange Act), directly or indirectly, of more than 50% of the total Voting Stock of the General Partner; or (b) the Partnership sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to any Person or Group (other than by way of merger or consolidation).

“Business Day” means any day other than a Saturday, a Sunday, any day on which the New York Stock Exchange is closed or any other day on which banking institutions in New York, New York are authorized or required by law to be closed.

“Capital Stock” means any and all units, shares, interests, participations, rights in, or other equivalents (however designated and whether voting or non-voting) of a corporation, and any and all equivalent ownership interests in a Person other than a corporation, and any and all rights, warrants or options exchangeable for or convertible into any of the foregoing.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, or any successor statute, and the rules and regulations promulgated thereunder.

“Group” means a group within the meaning of Section 13(d)(3) of the Exchange Act.

“Original Issue Date” shall mean the date on which the first Series A Preferred Unit was issued.

“Person” means any individual, partnership, corporation, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof.

“Required Stockholder Approval” means the affirmative vote of a majority of shares of the Class A Common Stock represented in person or by proxy at a meeting of the stockholders of the Ultimate Parent in favor of approval of the Stockholder Proposal, provided that the total vote cast on the Stockholder Proposal represents over 50% in interest of all securities entitled to vote on the Stockholder Proposal.

“Stockholder Proposal” means a proposal that the holders of Class A Common Stock approve the issuance of the shares of Class A Common Stock issuable upon conversion of the shares of Series A Preferred Stock pursuant to the Certificate of Designations.

“Subsidiary” means, with respect to any Person, any corporation, limited or general partnership, limited liability company, trust, association or other entity of which an aggregate of 50% or more of the outstanding capital stock or other interests entitled to vote in the election of the board of directors of such corporation (irrespective of whether, at the time, Capital Stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency), managers, trustees or other controlling Persons, or an equivalent controlling interest therein, of such Person is, at the time, directly or indirectly, owned by such Person and/or one or more Affiliates of such Person.

“Voting Stock” means, with respect to any Person, the Capital Stock of any class or kind ordinarily having the power to vote for the election of directors or other members of the governing body of such Person.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "VIRGIN MOBILE USA, L.P.", CHANGING ITS NAME FROM "VIRGIN MOBILE USA, L.P." TO "ASSURANCE WIRELESS USA, L.P.", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF FEBRUARY, A.D. 2020, AT 12:09 O`CLOCK P.M.


Jeffrey W. Bullock, Secretary of State

3442933 8100
SR# 20201201435

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202406405
Date: 02-18-20

AMENDED AND RESTATED
CERTIFICATE OF LIMITED PARTNERSHIP
OF
VIRGIN MOBILE USA, L.P.

Virgin Mobile USA, L.P., a limited partnership organized under the Delaware Revised Uniform Limited Partnership Act (the "Act"), for the purpose of amending and restating its Certificate of Limited Partnership filed with the office of the Secretary of State of Delaware on October 16, 2007 under the name Virgin Mobile USA, L.P., hereby certifies that effective on February 18, 2020, its Certificate of Limited Partnership is amended and restated to read in its entirety as follows:

1. The name of the limited partnership is Assurance Wireless USA, L.P.
2. The address of the registered office of the limited partnership in Delaware is 251 Little Falls Drive, Wilmington, Delaware 19808. The limited partnership's registered agent at that address is Corporation Service Company.
3. The name and address of the general partner is as follows:

NAME

VMU GP, LLC

ADDRESS

6200 Sprint Parkway
Overland Park, KS 66251

IN WITNESS WHEREOF, this Amended and Restated Certificate of Limited Partnership, which restates and integrates and also further amends the Certificate of Limited Partnership as heretofore amended or supplemented, has been duly executed as of the 18th day of February, 2020 and is being filed in accordance with Section 17-210 of the Act by a general partner thereunto duly authorized and by each general partner designated herein as a new general partner.



Stefan K. Schnopp, Vice President of its
General Partner, VMU GP, LLC

EXHIBIT B

Kentucky Secretary of State
TREY GRAYSON

0678983.16

AMcRay
FLAC

Trey Grayson
Secretary of State
Received and Filed

11/16/2007 2:09:01 PM

Fee Receipt: \$90.00

Division of Corporations
BUSINESS FILINGS
P.O. Box 718
Frankfort, KY 40602
(502) 564-2848
<http://www.sos.ky.gov/>

Foreign Limited Partnership
Certificate of Authority

Pursuant to the provisions of KRS Chapter 362, the undersigned hereby applies for registration on behalf of the foreign limited partnership named below and for that purpose submits the following statements:

1. The name of the foreign limited partnership is: Virgin Mobile USA, L.P.
2. The name of the foreign limited partnership to be used in Kentucky is:

3. The state or country of formation is: Delaware
4. The street and mailing address of the foreign limited partnership's principal office and, if the laws of the jurisdiction under which the partnership is organized require the foreign limited partnership to maintain an office in that jurisdiction, then the street and mailing address of that required office:

1209 Orange Street, Wilmington, DE 19801

5. The name and street address of the initial registered agent and the registered office is:
C T Corporation System

Kentucky Home Life Building, Louisville, Kentucky 40202

6. The name and business address of each general partner:

VMU GPI, LLC

10 Independence Boulevard, Warren, NJ 07059

7. The limited partnership elects to be a limited liability limited partnership. Check the box if applicable: ☐

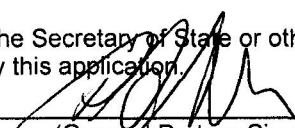
8. The street and mailing address of the designated office of the foreign limited partnership is:

10 Independence Boulevard, Warren, NJ 07059

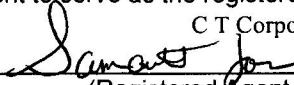
9. This limited partnership is already qualified to transact business in Kentucky pursuant to a Registration of Foreign Limited Partnership filed on _____ with the Secretary of State's office.

10. A certificate of existence or a record of similar import signed by the Secretary of State or other official having custody of the records of the limited partnership must accompany this application.

Executed on 09/10/2007
(Day/Month/Year)


(General Partner Signature)
PETER CURIE, MANAGER OF VMUGPI, LLC
(Print or Type Name)

I, C T Corporation System, consent to serve as the registered agent on behalf of the foreign limited partnership.


(Registered Agent Signature)
Samantha Jones, Asst. Secretary
(Print or Type Name)

Instructions:

Submit this form with one (1) exact or conformed copy. The filing fee is \$90.00. Please make check payable the "Kentucky State Treasurer". All information must be completed or this document will not be accepted for filing.

FNP (09/2007)

Delaware

PAGE 1

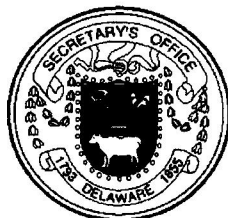
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "VIRGIN MOBILE USA, L.P." IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF NOVEMBER, A.D. 2007.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

3442933 8300

071203613



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 6143864

DATE: 11-08-07



COMMONWEALTH OF KENTUCKY
MICHAEL ADAMS, SECRETARY OF STATE

0678983.16

sburgin
AMD

Michael G. Adams
Kentucky Secretary of State
Received and Filed:
3/2/2020 11:28 AM
Fee Receipt: \$40.00

Division of Business Filings
P.O. Box 718
Frankfort, KY 40602
(502) 564-3490
www.sos.ky.gov

Amended Certificate of Authority
(Foreign Business Entity)

FCA

Pursuant to the provisions of KRS Chapter KRS 14A and 271B, 273, 274, 275, 362 or 386 the undersigned hereby applies for an amended certificate of authority on behalf of the entity named below and, for that purpose, submits the following statements:

1. The business entity is:
- | | |
|---|--|
| <input type="checkbox"/> profit corporation (KRS 271B) | <input type="checkbox"/> nonprofit corporation (KRS 273). |
| <input type="checkbox"/> professional service corporation (KRS 274). | <input type="checkbox"/> business trust (KRS 386). |
| <input type="checkbox"/> limited liability company (KRS 275). | <input checked="" type="checkbox"/> limited partnership (KRS 362). |
| <input type="checkbox"/> professional limited liability company (KRS 275) | <input type="checkbox"/> statutory trust (KRS 386) |
| <input type="checkbox"/> limited cooperative association | <input type="checkbox"/> non-profit LLC (KRS 275). |
| <input type="checkbox"/> cooperative association | |

2. The name of the company is: Virgin Mobile USA, L.P.
(The name must be identical to the name on record with the Secretary of State.)

3. It is an entity organized and existing under the laws of the state or country of Delaware

4. The entity received authority to transact business in Kentucky on 11/16/2007

5. The entity has changed its (check all that apply)

- ☒ Domicile name to Assurance Wireless USA, L.P.
- ☒ Name to be used in Kentucky to Assurance Wireless USA, L.P.
- ☐ Jurisdiction of organization to _____
- ☐ Period of duration _____
- ☐ Form of organization _____
- ☐ Management type: ☒ Member managed ☐ Manager managed

6. This application will be effective upon filing, unless a delayed effective date and/or time is provided. The effective date or the delayed effective date cannot be prior to the date the application is filed. The effective date is _____

Please indicate the county in which your business operates: County: <u>Franklin</u>	
To complete the following, please shade the box completely.	
Please indicate the size of your business: <input type="checkbox"/> Small (Fewer than 50 employees) <input type="checkbox"/> Large (50 or more employees)	Please indicate whether any of the following make up more than fifty percent (50%) of your business ownership: <input type="checkbox"/> Women-Owned <input type="checkbox"/> Veteran Owned <input type="checkbox"/> Minority Owned
Please indicate which of the following best describes your business:	
<input type="checkbox"/> Agriculture <input type="checkbox"/> Wholesale Trade <input type="checkbox"/> Public Administration <input checked="" type="checkbox"/> Other Telecommunications	<input type="checkbox"/> Mining <input type="checkbox"/> Retail Trade <input type="checkbox"/> Transportation, Communications, Electric, Gas, Sanitary Services <input type="checkbox"/> Services <input type="checkbox"/> Manufacturing <input type="checkbox"/> Finance, Insurance, Real Estate <input type="checkbox"/> Construction

I declare under penalty of perjury under the laws of the state of Kentucky that the foregoing is true and correct.

Signature of Authorized Representative

Stefan K. Schnopp
Printed Name

Vice Pres. of Gen. Part.
Title

2-28-2020
Date

EXHIBIT C

APPENDIX

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE COMMISSION IN CASE NO. 2010-00524 DATED **JUN 10 2011**

Designated Areas for which Virgin Mobile is Granted ETC Designation

<u>CLLI</u>	<u>EXCHANGE</u>	<u>SAC</u>	<u>COMPANY</u>
BNDNKYXA	Bandana	260396	Ballard Rural Telephone Coop. Corp., Inc.
BRLWKYXA	Barlow	260396	Ballard Rural Telephone Coop. Corp., Inc.
HETHKYXA	Heath	260396	Ballard Rural Telephone Coop. Corp., Inc.
KEVLKYXA	Kevil	260396	Ballard Rural Telephone Coop. Corp., Inc.
LACTKYXA	La Center	260396	Ballard Rural Telephone Coop. Corp., Inc.
WCKLKYXA	Wickliffe	260396	Ballard Rural Telephone Coop. Corp., Inc.
ALLNKYMA	Allen	265182	BellSouth Telecom Inc. dba AT&T Kentucky
BGDDKYMA	Bagdad	265182	BellSouth Telecom Inc. dba AT&T Kentucky
BRTWKYES	Bardstown	265182	BellSouth Telecom Inc. dba AT&T Kentucky
BVDMKYMA	Beaver Dam	265182	BellSouth Telecom Inc. dba AT&T Kentucky
BDFRKYMA	Bedford	265182	BellSouth Telecom Inc. dba AT&T Kentucky
BNTNKYMA	Benton	265182	BellSouth Telecom Inc. dba AT&T Kentucky
BLFDKYMA	Bloomfield	265182	BellSouth Telecom Inc. dba AT&T Kentucky
BLSPKYMA	Bluff Springs	265182	BellSouth Telecom Inc. dba AT&T Kentucky
BWLGKYRV	Bowling Green	265182	BellSouth Telecom Inc. dba AT&T Kentucky
BRMNKYMA	Bremen	265182	BellSouth Telecom Inc. dba AT&T Kentucky
BRGNKYMA	Burgin	265182	BellSouth Telecom Inc. dba AT&T Kentucky
CADZKYMA	Cadiz	265182	BellSouth Telecom Inc. dba AT&T Kentucky
CLHNKYMA	Calhoun	265182	BellSouth Telecom Inc. dba AT&T Kentucky
CMBGKYMA	Campbellsburg	265182	BellSouth Telecom Inc. dba AT&T Kentucky
CNTNKYMA	Canton	265182	BellSouth Telecom Inc. dba AT&T Kentucky
CRLSKYMA	Carlisle	265182	BellSouth Telecom Inc. dba AT&T Kentucky
CRTNKYMA	Carrollton	265182	BellSouth Telecom Inc. dba AT&T Kentucky
CNTWKYMA	Centertown	265182	BellSouth Telecom Inc. dba AT&T Kentucky
CNCYKYMA	Central City	265182	BellSouth Telecom Inc. dba AT&T Kentucky
CHPLKYMA	Chaplin	265182	BellSouth Telecom Inc. dba AT&T Kentucky
CYDNKYMA	Corydon	265182	BellSouth Telecom Inc. dba AT&T Kentucky
CRBOKYMA	Crab Orchard	265182	BellSouth Telecom Inc. dba AT&T Kentucky
COTNKYMA	Crofton	265182	BellSouth Telecom Inc. dba AT&T Kentucky
CYNTKYMA	Cynthiana	265182	BellSouth Telecom Inc. dba AT&T Kentucky
DWSPKYES	Dawson Springs	265182	BellSouth Telecom Inc. dba AT&T Kentucky
DRBOKYES	Drakesboro	265182	BellSouth Telecom Inc. dba AT&T Kentucky
ERTNKYMA	Earlington	265182	BellSouth Telecom Inc. dba AT&T Kentucky
EDVLKYMA	Eddyville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
EKTNKYMA	Elkton	265182	BellSouth Telecom Inc. dba AT&T Kentucky
EMNKNYES	Eminence	265182	BellSouth Telecom Inc. dba AT&T Kentucky
EMNKNYPL	Eminence	265182	BellSouth Telecom Inc. dba AT&T Kentucky
ENSRKYMA	Ensor	265182	BellSouth Telecom Inc. dba AT&T Kentucky
FNVLYMA	Finchville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
FORDKYMA	Ford	265182	BellSouth Telecom Inc. dba AT&T Kentucky

<u>CLLI</u>	<u>EXCHANGE</u>	<u>SAC</u>	<u>COMPANY</u>
FRFTKYES	Frankfort	265182	BellSouth Telecom Inc. dba AT&T Kentucky
FRFTKYMA	Frankfort	265182	BellSouth Telecom Inc. dba AT&T Kentucky
FKLNKYMA	Franklin	265182	BellSouth Telecom Inc. dba AT&T Kentucky
FRDNKYMA	Fredonia	265182	BellSouth Telecom Inc. dba AT&T Kentucky
FLTNKYMA	Fulton	265182	BellSouth Telecom Inc. dba AT&T Kentucky
GRTWKYMA	Georgetown	265182	BellSouth Telecom Inc. dba AT&T Kentucky
GHNTKYMA	Ghent	265182	BellSouth Telecom Inc. dba AT&T Kentucky
GBVLKYMA	Gilbertsville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
GRACKYMA	Gracey	265182	BellSouth Telecom Inc. dba AT&T Kentucky
GNVLKYMA	Greenville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
HABTKYMA	Habit	265182	BellSouth Telecom Inc. dba AT&T Kentucky
HANSKYMA	Hanson	265182	BellSouth Telecom Inc. dba AT&T Kentucky
HDBGKYMA	Harrodsburg	265182	BellSouth Telecom Inc. dba AT&T Kentucky
HRFRKYMA	Hartford	265182	BellSouth Telecom Inc. dba AT&T Kentucky
HWVLKYMA	Hawesville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
HBVLKYMA	Hebbardsville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
HNSNKYMA	Henderson	265182	BellSouth Telecom Inc. dba AT&T Kentucky
HCMNKYMA	Hickman	265182	BellSouth Telecom Inc. dba AT&T Kentucky
ISLDKYMA	Island	265182	BellSouth Telecom Inc. dba AT&T Kentucky
JNCYKYMA	Junction City	265182	BellSouth Telecom Inc. dba AT&T Kentucky
KKVLKYMA	Kirksville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LFYTKYMA	Lafayette	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LGRNKYES	Lagrange	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LRBGKYMA	Lawrenceburg	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LBJTKYMA	Lebanon Junction	265182	BellSouth Telecom Inc. dba AT&T Kentucky
PARSKYMA	Little Rock	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LVMRKYMA	Livermore	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LOUSKYES	Louisa	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LSVLKY26	Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LSVLKYAN	Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LSVLKYBE	Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LSVLKYBR	Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LSVLKYCW	Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LSVLKYFC	Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LSVLKYHA	Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LSVLKYJT	Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LSVLKYO	Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LSVLKYSH	Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LSVLKYSL	Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LSVLKYSM	Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LSVLKYTS	Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
LSVLKYVS	Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
MACEKYMA	Maceo	265182	BellSouth Telecom Inc. dba AT&T Kentucky
MARTKYMA	Martin	265182	BellSouth Telecom Inc. dba AT&T Kentucky
MDBOKYMA	Middlesboro	265182	BellSouth Telecom Inc. dba AT&T Kentucky
MLBGKYMA	Millersburg	265182	BellSouth Telecom Inc. dba AT&T Kentucky
MLTNKYMA	Milton	265182	BellSouth Telecom Inc. dba AT&T Kentucky

<u>CLLI</u>	<u>EXCHANGE</u>	<u>SAC</u>	<u>COMPANY</u>
SPFDKYMA	MOORESVILLE	265182	BellSouth Telecom Inc. dba AT&T Kentucky
MGTWKYMA	MORGANTOWN	265182	BellSouth Telecom Inc. dba AT&T Kentucky
MRGPKYMA	Mortons Gap	265182	BellSouth Telecom Inc. dba AT&T Kentucky
MTEDKYMA	Mt Eden	265182	BellSouth Telecom Inc. dba AT&T Kentucky
MTSTKYMA	Mt Sterling	265182	BellSouth Telecom Inc. dba AT&T Kentucky
MRRYKYMA	Murray	265182	BellSouth Telecom Inc. dba AT&T Kentucky
NWHNKYMA	New Haven	265182	BellSouth Telecom Inc. dba AT&T Kentucky
NRVLKYMA	Nortonville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
OKGVKYES	Oak Grove	265182	BellSouth Telecom Inc. dba AT&T Kentucky
OWTNKYMA	Owenton	265182	BellSouth Telecom Inc. dba AT&T Kentucky
PDCHKYIP	Paducah	265182	BellSouth Telecom Inc. dba AT&T Kentucky
PDCHKYLO	Paducah	265182	BellSouth Telecom Inc. dba AT&T Kentucky
PDCHKYRL	Paducah	265182	BellSouth Telecom Inc. dba AT&T Kentucky
PNVLKYMA	Paintsville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
PNTHKYMA	Panther	265182	BellSouth Telecom Inc. dba AT&T Kentucky
PMBRKYMA	Pembroke	265182	BellSouth Telecom Inc. dba AT&T Kentucky
PRVLKYMA	Perryville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
PKVLKYMA	Pikeville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
PIVLKYMA	Pineville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
PLRGKYMA	Pleasant Ridge	265182	BellSouth Telecom Inc. dba AT&T Kentucky
PTRYKYMA	Port Royal	265182	BellSouth Telecom Inc. dba AT&T Kentucky
PRBGKYES	Prestonsburg	265182	BellSouth Telecom Inc. dba AT&T Kentucky
PRTNKYES	Princeton	265182	BellSouth Telecom Inc. dba AT&T Kentucky
RCMDKYMA	Richmond	265182	BellSouth Telecom Inc. dba AT&T Kentucky
RBRDKYMA	Robards	265182	BellSouth Telecom Inc. dba AT&T Kentucky
RSTRKYES	Rose Terrace	265182	BellSouth Telecom Inc. dba AT&T Kentucky
RLVLKYMA	Russellville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
SCRMKYMA	Sacramento	265182	BellSouth Telecom Inc. dba AT&T Kentucky
SDVLKYMA	Sadieville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
SLVSKYMA	Salvisa	265182	BellSouth Telecom Inc. dba AT&T Kentucky
SEBRKYMA	Sebree	265182	BellSouth Telecom Inc. dba AT&T Kentucky
SHGVKYMA	Sharon Grove	265182	BellSouth Telecom Inc. dba AT&T Kentucky
SHVLKYMA	Shelbyville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
SSVLKYMA	Simpsonville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
SLGHKYMA	Slaughters	265182	BellSouth Telecom Inc. dba AT&T Kentucky
SRGHKYMA	Sorgo	265182	BellSouth Telecom Inc. dba AT&T Kentucky
GTHRKYMA	South Guthrieth	265182	BellSouth Telecom Inc. dba AT&T Kentucky
STCHKYMA	St Charles	265182	BellSouth Telecom Inc. dba AT&T Kentucky
STGRKYMA	Stamping Ground	265182	BellSouth Telecom Inc. dba AT&T Kentucky
STFRKYMA	Stanford	265182	BellSouth Telecom Inc. dba AT&T Kentucky
STNLKYMA	Stanley	265182	BellSouth Telecom Inc. dba AT&T Kentucky
SNTNKYMA	Stanton	265182	BellSouth Telecom Inc. dba AT&T Kentucky
SLPHKYMA	Sulphur	265182	BellSouth Telecom Inc. dba AT&T Kentucky
TYVLKYMA	Taylorsville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
TRENTKYMA	Trenton	265182	BellSouth Telecom Inc. dba AT&T Kentucky
UTICKYMA	Utica	265182	BellSouth Telecom Inc. dba AT&T Kentucky
VIRGKYMA	Virgie	265182	BellSouth Telecom Inc. dba AT&T Kentucky

<u>CLLI</u>	<u>EXCHANGE</u>	<u>SAC</u>	<u>COMPANY</u>
WACOKYMA	Waco	265182	BellSouth Telecom Inc. dba AT&T Kentucky
WDDYKYMA	Waddy	265182	BellSouth Telecom Inc. dba AT&T Kentucky
WLVLKYMA	West Louisville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
WSPNKYMA	West Point	265182	BellSouth Telecom Inc. dba AT&T Kentucky
WHVLKYMA	Whitesville	265182	BellSouth Telecom Inc. dba AT&T Kentucky
WLBGKYMA	Williamsburg	265182	BellSouth Telecom Inc. dba AT&T Kentucky
WSBGKYMA	Willisburg	265182	BellSouth Telecom Inc. dba AT&T Kentucky
WNCHKYPV	Winchester	265182	BellSouth Telecom Inc. dba AT&T Kentucky
BRBGKYXA	Brandenburg	260398	Brandenburg Telephone Co.
NGRTKYXA	North Garrett	260398	Brandenburg Telephone Co.
RDCLKYXA	Radcliff	260398	Brandenburg Telephone Co.
VNGVKYXA	Vine Grove	260398	Brandenburg Telephone Co.
ALXNKYAL	Alexandria2	265061	Cincinnati Bell, Inc.
BURLKYBN	Boone1	265061	Cincinnati Bell, Inc.
UNINKYAC	Boone1	265061	Cincinnati Bell, Inc.
FLRNKYFL	Boone2	265061	Cincinnati Bell, Inc.
BTLRKYBR	Butler	265061	Cincinnati Bell, Inc.
CVTNKYCN	Covington	265061	Cincinnati Bell, Inc.
FTTHKYFT	Covington	265061	Cincinnati Bell, Inc.
LKPKKYLP	Covington	265061	Cincinnati Bell, Inc.
FLMOKYUA	Falmouth	265061	Cincinnati Bell, Inc.
GLCOKYGC	Glencoe	265061	Cincinnati Bell, Inc.
INDPKYIN	Independence1	265061	Cincinnati Bell, Inc.
WLTNKYWL	Walton1	265061	Cincinnati Bell, Inc.
WRSWKYWR	Warsaw	265061	Cincinnati Bell, Inc.
CRTDKYCT	Williamstown	265061	Cincinnati Bell, Inc.
WLTWKYWT	Williamstown	265061	Cincinnati Bell, Inc.
FRPLKYXA	Fairplay	260401	Duo County Telephone Cooperative, Inc.
JMTWKYXA	Jamestown	260401	Duo County Telephone Cooperative, Inc.
CPMNKYXA	Chapman	260406	Foothills Rural Telephone Cooperative Co.
FLBGKYXA	Fallsburg	260406	Foothills Rural Telephone Cooperative Co.
SFVLKY01	Staforodsvl	260406	Foothills Rural Telephone Cooperative Co.
GRTHKYXE	Grethel	260408	Gearheart Comm. Co., Inc. dba Coalfields
HRLDKYXE	Jenkins	260408	Gearheart Comm. Co., Inc. dba Coalfields
LWPTKYXA	Lewisport	260412	Lewisport Telephone Co., Inc.
AIVLKYXE	Adairville	260413	Logan Telephone Cooperative, Inc.
AUBNKYXA	Auburn	260413	Logan Telephone Cooperative, Inc.
DNMRKYXA	Dunmor	260413	Logan Telephone Cooperative, Inc.
LGPTKYXA	Logansport	260413	Logan Telephone Cooperative, Inc.
LWBGKYXL	Lewisbrg	260413	Logan Telephone Cooperative, Inc.
ROCHKYXA	Rochester	260413	Logan Telephone Cooperative, Inc.
SCVLKYXR	Scottsville2	290573	North Central Telephone Cooperative, Inc.
BFLOKYXA	Buffalo	260418	South Central Rural Telephone Coop. Corp.
CNMRKYXA	Canmer	260418	South Central Rural Telephone Coop. Corp.
CVCYKYXA	Cave City	260418	South Central Rural Telephone Coop. Corp.
CNTRKYXA	Center	260418	South Central Rural Telephone Coop. Corp.
GLSGKYXR	Glasgow2	260418	South Central Rural Telephone Coop. Corp.

<u>CLLI</u>	<u>EXCHANGE</u>	<u>SAC</u>	<u>COMPANY</u>
HSVLKYXA	Hiseville	260418	South Central Rural Telephone Coop. Corp.
HRCVKYXA	Horse Cave	260418	South Central Rural Telephone Coop. Corp.
LUCSKYXA	Lucas	260418	South Central Rural Telephone Coop. Corp.
MGNLKYXA	Magnolia	260418	South Central Rural Telephone Coop. Corp.
MFVLKYXA	Munfordvl	260418	South Central Rural Telephone Coop. Corp.
TMHLKYXA	Templehill	260418	South Central Rural Telephone Coop. Corp.
FRNGKYXA	Fairdealing	260421	West Kentucky Rural Telephone Coop. Corp.
HRDNKYXA	Hardin	260421	West Kentucky Rural Telephone Coop. Corp.
KRKSKYXA	Kirksey	260421	West Kentucky Rural Telephone Coop. Corp.
LYGVKYXA	Lynn Grove	260421	West Kentucky Rural Telephone Coop. Corp.
NWCNKYXA	New Concord	260421	West Kentucky Rural Telephone Coop. Corp.
HAZLKYXA	Southhazel	260421	West Kentucky Rural Telephone Coop. Corp.
ASLDKYXA	Ashland	269690	Windstream Kentucky East, Inc. – Lexington
BEREKYXA	Berea	269690	Windstream Kentucky East, Inc. – Lexington
BTVLKYXA	Bryantsville	269690	Windstream Kentucky East, Inc. – Lexington
BRSDKYXA	Burnside	269690	Windstream Kentucky East, Inc. – Lexington
CMVLKYXA	Campbellsville	269690	Windstream Kentucky East, Inc. – Lexington
CTBGKYXA	Catlettsburg	269690	Windstream Kentucky East, Inc. – Lexington
CECLKYXA	Cecilia	269690	Windstream Kentucky East, Inc. – Lexington
CLMAKYXA	Columbia	269690	Windstream Kentucky East, Inc. – Lexington
EZTWKYXA	Elizabethtown	269690	Windstream Kentucky East, Inc. – Lexington
GRSNKYXA	Garrison	269690	Windstream Kentucky East, Inc. – Lexington
GLSGKYXA	Glasgow1	269690	Windstream Kentucky East, Inc. – Lexington
GYSNKYXA	Grayson	269690	Windstream Kentucky East, Inc. – Lexington
GNBGKYXB	Greensburg	269690	Windstream Kentucky East, Inc. – Lexington
GNUPKYXA	Greenup	269690	Windstream Kentucky East, Inc. – Lexington
HLBOKYXA	Hillsboro	269690	Windstream Kentucky East, Inc. – Lexington
HGVLKYXA	Hodgenville	269690	Windstream Kentucky East, Inc. – Lexington
HTVLKYXE	Hustonville	269690	Windstream Kentucky East, Inc. – Lexington
LNCSKYXA	Lancaster	269690	Windstream Kentucky East, Inc. – Lexington
LBNNKYXA	Lebanon	269690	Windstream Kentucky East, Inc. – Lexington
LXTNKYUK	Lexington	269690	Windstream Kentucky East, Inc. – Lexington
LXTNKYXB	Lexington	269690	Windstream Kentucky East, Inc. – Lexington
LXTNKYXC	Lexington	269690	Windstream Kentucky East, Inc. – Lexington
LXTNKYXD	Lexington	269690	Windstream Kentucky East, Inc. – Lexington
LXTNKYXE	Lexington	269690	Windstream Kentucky East, Inc. – Lexington
LXTNKYXF	Lexington	269690	Windstream Kentucky East, Inc. – Lexington
LXTNKYXG	Lexington	269690	Windstream Kentucky East, Inc. – Lexington
LBRTKYXA	Liberty	269690	Windstream Kentucky East, Inc. – Lexington
LRTTKYXA	Loretto	269690	Windstream Kentucky East, Inc. – Lexington
MEDSKYXA	Meads	269690	Windstream Kentucky East, Inc. – Lexington
MDWYKYXA	Midway	269690	Windstream Kentucky East, Inc. – Lexington
MNTIKYXA	Monticello	269690	Windstream Kentucky East, Inc. – Lexington
NANCKYXA	Nancy	269690	Windstream Kentucky East, Inc. – Lexington
NCVLKYXA	Nicholasville	269690	Windstream Kentucky East, Inc. – Lexington
OLHLKYXA	Olive Hill	269690	Windstream Kentucky East, Inc. – Lexington
OWVLKYXA	Owingsville	269690	Windstream Kentucky East, Inc. – Lexington

<u>CLLI</u>	<u>EXCHANGE</u>	<u>SAC</u>	<u>COMPANY</u>
PNLCKYXE	Paint Lick	269690	Windstream Kentucky East, Inc. – Lexington
RSSLKYXB	Russell	269690	Windstream Kentucky East, Inc. – Lexington
SLLCKYXA	Salt Lick	269690	Windstream Kentucky East, Inc. – Lexington
SCVLKYXA	Scottsville1	269690	Windstream Kentucky East, Inc. – Lexington
SHBGKYXA	Sharpsburg	269690	Windstream Kentucky East, Inc. – Lexington
SHDNKYXA	South Hardin	269690	Windstream Kentucky East, Inc. – Lexington
SSHRKYXA	South Shore	269690	Windstream Kentucky East, Inc. – Lexington
VRSLKYXA	Versailles	269690	Windstream Kentucky East, Inc. -- Lexington
WLMRKYXA	Wilmore	269690	Windstream Kentucky East, Inc. – Lexington
BBVLKYXA	Barbourville	269691	Windstream Kentucky East, Inc. – London
BRWLKYXA	Bardwell	269691	Windstream Kentucky East, Inc. – London
BRHDKYXA	Brodhead	269691	Windstream Kentucky East, Inc. – London
BWVLKYXA	Brownsville	269691	Windstream Kentucky East, Inc. -- London
CLCTKYXA	Calvert City	269691	Windstream Kentucky East, Inc. – London
CLMBKYXA	Columbus	269691	Windstream Kentucky East, Inc. – London
EBRNKYAC	East Bernstadt	269691	Windstream Kentucky East, Inc. – London
EBNKKYXA	Eubank	269691	Windstream Kentucky East, Inc. – London
FBSHKYXA	Faubush	269691	Windstream Kentucky East, Inc. – London
FLLCKYXA	Flat Lick	269691	Windstream Kentucky East, Inc. – London
JHVLKYXA	Johnsville	269691	Windstream Kentucky East, Inc. – London
LVTNKYXA	Livingston	269691	Windstream Kentucky East, Inc. – London
MMCVKYXA	Mammoth Cave	269691	Windstream Kentucky East, Inc. – London
MTVRKYAI	Mount Vernon	269691	Windstream Kentucky East, Inc. – London
PRCYKYXA	Park City	269691	Windstream Kentucky East, Inc. – London
SCHLKYXA	Science Hill	269691	Windstream Kentucky East, Inc. – London
SOVLKYXA	Shopville	269691	Windstream Kentucky East, Inc. – London
SMLDKYXA	Smithland	269691	Windstream Kentucky East, Inc. – London
SMGVKYXA	Smiths Grove	269691	Windstream Kentucky East, Inc. – London
UNTWKYXA	Uniontown	269691	Windstream Kentucky East, Inc. -- London
WHLLKYXA	White Lily	269691	Windstream Kentucky East, Inc. – London
MTWSKYXA	Mt Washington	260402	Windstream Kentucky West, Inc.
SHPVKYXA	Sheperdsville	260402	Windstream Kentucky West, Inc.
ZNTNKYXA	Zoneton	260402	Windstream Kentucky West, Inc.

EXHIBIT D

<u>WC Code</u>	<u>Exchange</u>
BNLYKYMA	BENHAM-LYNCH
BWLGKYMA	BOWLING GREEN
BYVLKYMA	BEATTYVILLE
CLAYKYMA	CLAY
CLPTKYMA	CLOVERPORT
CLTNKYES	CLINTON
CRBNKYMA	CORBIN
DAVLKYMA	DANVILLE
DIXNKYMA	DIXON
ELCYKYES	ELKHORN CITY
FDCKKYES	FEDSCREEK
HPVLKYMA	HOPKINSVILLE
HRBGKYES	HARDINSBURG
INEZKYMA	INEZ
JLLCTNMA	JELICOKY
LSVLKYAP	LOUISVILLE
LSVLKYWE	LOUISVILLE
MARNKYMA	MARION
MCDNKYMA	MCDANIELS
MCWLKYMA	MCDOWELL
MDVIKYMA	MADISONVILLE
MGFDKYMA	MORGANFIELD
MYFDKYMA	MAYFIELD
MYVLKYMA	MAYSVILLE
NEBOKYMA	NEBO
NEONKYES	NEON
OWBOKYMA	OWENSBORO
PDCHKYMA	PADUCAH
PKVLKYMT	PIKEVILLE
PRVDKYMA	PROVIDENCE
STONKYMA	STONE
STRGKYMA	STURGIS
SWSNKYMA	SOUTH WILLIAMSON
TPVLTNMA	BESSIE BENDKY
UNCYTNMA	JORDANKY
WHBGKYMA	WHITESBURG
WNCHKYMA	WINCHESTER
WYLDKYES	WAYLAND
CSTRKYXA	CUSTER
IVTNKYXA	IRVINGTON
PYVLKYXA	PAYNEVILLE

EXHIBIT D

<u>WC Code</u>	<u>Exchange</u>
GRTHKYXE	GRETHEL
HRLDKYXE	HAROLD
PNKNKYXA	PINE KNOT
STRNKYXA	STEARNS-WHITLEY CITY
DWRFKYXA	DWARF
HYDNKYXA	HYDEN
STNTKYXA	STINNETT
CMTNKYXA	CAMPTON
EZELKYXA	EZEL
FRBGKYXA	FRENCHBURG
HZGRKYXA	HAZEL GREEN
SNDHKYXA	SANDY HOOK
WLBTKYXA	WEST LIBERTY
ANVLKYXA	ANNVILLE
BNVLKYXA	BOONEVILLE
MCCKEYXA	MCKEE
SALMKYXA	SALEM
CODYKYXA	CODY
FSTYKYXA	FISTY
HNMNKYXB	HINDMAN
MOUSKYXA	MOUSIE
FLDLKY01	SEDALIA
ALBYKYXA	ALBANY
BSVLKYXA	BURKESVILLE2
EWNGKYXA	EWING
FMBGKYXA	FLEMINGSBURG
HZRDKYXA	HAZARD
LTFDKYXA	LEITCHFIELD
LTWDKYXA	LEATHERWOOD
LXTNKYXA	LEXINGTON
MRHDKYXA	MOREHEAD
SMRTKYXA	SOMERSET
TLBOKYXA	TOLLESBORO
TMVLKYXA	TOMPKINSVILLE
VICCKYXA	VICCO
VNBGKYXA	VANCEBURG
AGSTKYXA	AUGUSTA
ARTNKYXA	ARLINGTON
BESPKYXA	BEE SPRINGS
BKVLKYXA	BROOKSVILLE
CKSNKYXA	CLARKSON

EXHIBIT D

<u>WC Code</u>	<u>Exchange</u>
CLMBKYXA	COLUMBUS
CMLDKYXA	CUMBERLAND
CYVLKYXA	CANEYVILLE
DOVRKYXA	DOVER
FRNLKYXA	FERNLEAF
GMTWKYXA	GERMANTOWN
IRVKNKYXA	IRVINE
JNKNKYXA	JENKINS
LONDKYXA	LONDON
LWGMKYXA	LEWISBURG
MLBNKYXA	MILBURN
MNCHKYXA	MANCHESTER
MTOLKYXA	MOUNT OLIVET
MYLCKYXA	MAYS LICK
ONEDKYXA	ONEIDA
WASHKYXA	WASHINGTON