

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

BALLARD RURAL TELEPHONE)	
COOPERATIVE CORPORATION, INC., ET AL.)	
)	
COMPLAINANTS)	CASE NO.
)	2011-00199
V.)	
)	
BELLSOUTH TELECOMMUNICATIONS, INC.)	
D/B/A AT&T KENTUCKY)	
)	
DEFENDANT)	

ORDER TO SATISFY OR ANSWER

BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T") is hereby notified that it has been named as defendant in a formal complaint filed by several Rural Local Exchange Carriers¹ on May 24, 2011, a copy of which is attached hereto.²

Pursuant to 807 KAR 5:001, Section 12, AT&T is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within 10 days of the date of service of this Order.

¹ Ballard Rural Telephone Cooperative Corporation, Inc., Brandenburg Telephone Company, Duo County Telephone Cooperative Corporation, Inc., Foothills Rural Telephone Cooperative, Inc., Gearhart Communications Co., Inc., Highland Telephone Cooperative, Inc., Logan Telephone Cooperative, Inc., Mountain Rural Telephone Cooperative, Inc., North Central Telephone Cooperative Corporation, Peoples Rural Telephone Cooperative, Inc., South Central Rural Telephone Cooperative Corporation, Inc., Thacker-Grigsby Telephone Company, Inc., and West Kentucky Rural Telephone Cooperative Corporation, Inc. (collectively the "RLECs").

² The Appendices to the Complaint may be accessed at http://psc.ky.gov/PSCSCF/2011%20cases/2011-00199/20110524_RLECs_Complaint.pdf.

Should documents of any kind be filed with the Commission in the course of this proceeding, the documents shall also be served on all parties of record.

By the Commission

ENTERED 
JUL 05 2011
KENTUCKY PUBLIC
SERVICE COMMISSION

ATTEST:


Executive Director

Dinsmore & Shohl LLP
ATTORNEYS

John E. Selent
502-540-2315
john.selent@dinslaw.com

May 24, 2011

RECEIVED

MAY 24 2011

PUBLIC SERVICE
COMMISSION

VIA HAND DELIVERY

Hon. Jeff Derouen
Executive Director
Public Service Commission
of the Commonwealth of Kentucky
211 Sower Blvd.
Frankfort, KY 40601

Case No. 2011-00199

*Re: In the Matter of Ballard Rural Telephone Cooperative Corporation, Inc.;
Brandenburg Telephone Company; Duo County Telephone Cooperative Corporation, Inc.;
Foothills Rural Telephone Cooperative, Inc.; Gearheart Communications Co., Inc.;
Highland Telephone Cooperative Inc.; Logan Telephone Cooperative, Inc.; Mountain
Rural Telephone Cooperative Corporation, Inc.; North Central Telephone Cooperative
Corporation; Peoples Rural Telephone Cooperative, Inc.; South Central Rural Telephone
Cooperative Corporation, Inc.; Thacker-Grigsby Telephone Company, Inc.; and West
Kentucky Rural Telephone Cooperative Corporation, Inc. v. BellSouth
Telecommunications, Inc. d/b/a A&T Kentucky*

Dear Mr. Derouen:

We represent the above-referenced rural local exchange carriers ("RLECs").

Enclosed for filing in this matter, please find

- (1) one original and eleven (11) copies of the RLECs' Formal Complaint against BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T Kentucky"); and
- (2) one original and one copy of the RLECs' Petition for Confidential Treatment which includes (i) one copy of the material for which confidentiality is being sought that identifies the confidential material by highlighting; and (ii) eleven (11) copies of the material where the confidential portions are redacted.

Hon. Jeff Derouen
May 24, 2011
Page 2

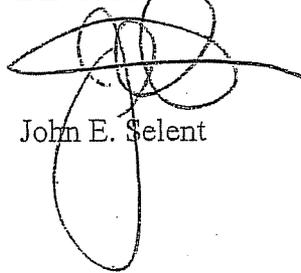
Please be advised that the RLECs have not served a copy of the Petition for Confidential Treatment on AT&T Kentucky because the Public Service Commission of the Commonwealth of Kentucky (the "Commission") has not yet established a case in this matter. If it pleases the Commission, the RLECs will serve a copy of the Petition for Confidential Treatment on AT&T Kentucky at such time as the Commission establishes a case in this matter and orders AT&T Kentucky to answer or satisfy the RLECs' Formal Complaint.

Please file-stamp one copy of each of the items listed above, and return it to our delivery person.

Thank you, and if you have any questions, please call me.

Very truly yours,

~~DINSMORE & SHOHL LLP~~

A handwritten signature in black ink, appearing to read "John E. Selent", is written over the typed name and firm name. The signature is stylized with loops and a long horizontal stroke.

John E. Selent

JES/sdt

Enclosures

cc: Edward T. Depp, Esq.

REDACTED

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

COPY

Ballard Rural Telephone Cooperative)
Corporation, Inc.; Brandenburg Telephone)
Company; Duo County Telephone Cooperative)
Corporation, Inc.; Foothills Rural Telephone)
Cooperative, Inc.; Gearheart Communications)
Co., Inc.; Highland Telephone Cooperative)
Inc.; Logan Telephone Cooperative, Inc.;)
Mountain Rural Telephone Cooperative)
Corporation, Inc.; North Central Telephone)
Cooperative Corporation; Peoples Rural)
Telephone Cooperative, Inc.; South Central)
Rural Telephone Cooperative Corporation, Inc.;)
Thacker-Grigsby Telephone Company, Inc.;)
and West Kentucky Rural Telephone)
Cooperative Corporation, Inc.)

RECEIVED

MAY 24 2011

PUBLIC SERVICE
COMMISSION

Complainants)

v.)

BellSouth Telecommunications, Inc. d/b/a)
AT&T Kentucky)

Defendant)

Case No. _____

FORMAL COMPLAINT

Ballard Rural Telephone Cooperative Corporation, Inc. ("Ballard Rural"), Brandenburg Telephone Company ("Brandenburg"), Duo County Telephone Cooperative Corporation, Inc. ("Duo County"), Foothills Rural Telephone Cooperative, Inc. ("Foothills"), Gearheart Communications Co., Inc. ("Gearheart"), Highland Telephone Cooperative, Inc. ("Highland"), Logan Telephone Cooperative, Inc. ("Logan Telephone"), Mountain Rural Telephone Cooperative Corporation, Inc. ("Mountain Rural"), North Central Telephone Cooperative Corporation ("North Central"), Peoples Rural Telephone Cooperative, Inc. ("Peoples"), South

Central Rural Telephone Cooperative Corporation, Inc. ("South Central"), Thacker-Grigsby Telephone Company, Inc. ("Thacker-Grigsby"), and West Kentucky Rural Telephone Cooperative Corporation, Inc. ("West Kentucky") (collectively, the "RLECs"), by counsel, for their formal complaint against BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T Kentucky"), pursuant to KRS 278.030, 278.040, 278.260, 278.280, 807 KAR 5:001 and KAR 5:006, and the Communications Act of 1934, as amended by the Telecommunications Act of 1996, hereby state as follows.

1. The full names and addresses of the RLECs are as follows.

a. The full name and address of Ballard is Ballard Rural Telephone Cooperative Corporation, Inc., 159 West Second Street, P.O. Box 209, La Center, Kentucky 42056. Ballard Rural is a rural incumbent local exchange carrier authorized to provide telecommunications services in the Commonwealth of Kentucky. Ballard Rural is a Kentucky corporation.

b. The full name and address of Brandenburg Telephone is Brandenburg Telephone Company, 200 Telco Dr., P.O. Box 599, Brandenburg, Kentucky 40108. Brandenburg Telephone is a rural incumbent local exchange carrier authorized to provide telecommunications services in the Commonwealth of Kentucky. Brandenburg Telephone is a Kentucky corporation.

c. The full name and address of Duo County is Duo County Telephone Cooperative Corporation, Inc., P.O. Box 80, 2150 N. Main Street, Jamestown KY 42629. Duo County is a rural incumbent local exchange carrier authorized to provide telecommunications services in the Commonwealth of Kentucky. Duo County is a Kentucky corporation.

d. The full name and address of Foothills is Foothills Rural Telephone Cooperative, Corporation, Inc., 1621 KY Hwy. 40 W., Staffordsville, Kentucky 41256. Foothills is a rural incumbent local exchange carrier authorized to provide telecommunications service in the Commonwealth of Kentucky. Foothills is a Kentucky corporation.

e. The full name and address of Gearheart is Gearheart Communications Company, Inc., 20 Laynesville Rd., Harold, Kentucky 41635. Gearheart is a rural incumbent local exchange carrier authorized to provide telecommunications service in the Commonwealth of Kentucky. Gearheart is a Kentucky corporation.

f. The full name and address of Highland is Highland Telephone Cooperative, Inc., P.O. Box 119, Sunbright Tennessee 27872. Highland is a rural incumbent local exchange carrier authorized to provide telecommunications service in the Commonwealth of Kentucky. Highland is a foreign corporation. Highland subtends a Windstream tandem.

g. The full name and address of Logan Telephone is Logan Telephone Cooperative, Inc., 10725 Bowling Green Rd., Auburn, Kentucky 42206. Logan Telephone is a rural incumbent local exchange carrier authorized to provide telecommunications service in the Commonwealth of Kentucky. Logan Telephone is a Kentucky corporation.

h. The full name and address of Mountain Rural is Mountain Rural Telephone Cooperative Corporation, Inc., 405 Main Street, P.O. Box 399, West Liberty Kentucky 41472. Mountain Rural is a rural incumbent local exchange carrier authorized to provide telecommunications service in the Commonwealth of Kentucky. Mountain Rural is a Kentucky corporation.

i. The full name and address of North Central is North Central Telephone Cooperative Corporation, P.O. Box 70, 872 Highway 52 Bypass East, Lafayette, Tennessee

37083. North Central is a rural incumbent local exchange carrier authorized to provide telecommunications service in the Commonwealth of Kentucky. North Central is a foreign corporation.

j. The full name and address of Peoples is Peoples Rural Telephone Cooperative Corporation, Inc., Hwy. 421 South, P.O. Box 159, McKee, Kentucky 40447. Peoples is a rural incumbent local exchange carrier authorized to provide telecommunications service in the Commonwealth of Kentucky. Peoples is a Kentucky corporation.

k. The full name and address of South Central is South Central Rural Telephone Cooperative Corporation, Inc., 1399 Happy Valley Road, Glasgow, Kentucky 42141. South Central is a rural incumbent local exchange carrier authorized to provide telecommunications service in the Commonwealth of Kentucky. South Central is a Kentucky corporation.

l. The full name and address of Thacker-Grigsby is Thacker-Grigsby Telephone Company, Inc., 60 Communications Lane, P.O. Box 789, Hindman, Kentucky 41822. Thacker-Grigsby is a rural incumbent local exchange carrier authorized to provide telecommunications service in the Commonwealth of Kentucky. Thacker-Grigsby is a Kentucky corporation.

m. The full name and address of West Kentucky is West Kentucky Rural Telephone Cooperative Corporation, Inc., P.O. Box 649, Mayfield KY 42066. West Kentucky is a rural incumbent local exchange carrier authorized to provide telecommunications service in the Commonwealth of Kentucky. West Kentucky is a Kentucky corporation.

2. The full name and address of AT&T Kentucky is BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky, 675 W. Peachtree Street, N.E., Suite 4514, Atlanta, Georgia 30375.

AT&T Kentucky is an incumbent local exchange carrier authorized to provide telecommunications services in the Commonwealth of Kentucky. AT&T Kentucky is a foreign corporation.

3. The facts supporting this complaint are set forth more fully below; but briefly, this complaint concerns AT&T Kentucky's refusal to compensate the RLECs for access traffic that it delivers to the RLECs' respective networks for termination.

APPLICABLE LAW

4. KRS 278.040 vests the Commission with exclusive jurisdiction "over the regulation of rates and service of utilities" within the Commonwealth.

5. KRS 278.260 further vests the Commission with original jurisdiction over any "complaint as to [the] rates or service of any utility" and empowers the Commission to investigate and remedy such complaints.

6. As a utility subject to the jurisdiction of the Commission, AT&T Kentucky must engage in "just, reasonable, safe, proper, adequate, [and] sufficient" practices. KRS 278.280(1).

7. Similarly, Kentucky law permits the RLECs to "establish reasonable rules governing the conduct of [their] business[es] and the conditions under which [they] shall be required to render service." KRS 278.030(2). The RLECs may also "employ in the conduct of [their] business[es] suitable and reasonable classifications of [their] service ... [that] take into account the nature of the use ... the quantity used ... the purpose for which used, and any other reasonable consideration." KRS 278.030(3).

8. Pursuant to 807 KAR 5:006(14)(1)(a), (e), (f), and (g) the RLECs "may refuse or terminate service to" AT&T Kentucky for: (i) "noncompliance with the utility's tariffed rules or

commission administrative regulations:” (ii) “noncompliance with state, local or other codes;” (iii) “nonpayment of bills;” and/or (iv) “illegal use or theft of service.”

STATEMENT OF FACTS

9. AT&T Kentucky is delivering access traffic to the RLECs from third-party telecommunications carriers without compensating the RLECs accordingly for access services.

10. Specifically, AT&T Kentucky has engaged in a practice that allows third-party carriers to opt-into existing interconnection agreements (“ICA”) whereby AT&T Kentucky agrees to act as an intermediary for the delivery of traffic to other carriers. As the intermediary, AT&T Kentucky secures for itself the right to reimbursement from the third-party for any charges it incurs in terminating the traffic to other carriers. AT&T Kentucky then terminates this traffic to the other carriers (here, the RLECs) over access trunk groups.

11. Sometime in or around December of 2010, AT&T Kentucky began delivering third-party traffic from a company named Halo Wireless, Inc. (“Halo”) to the RLECs’ respective networks for termination. AT&T Kentucky presumably did so pursuant to an ICA that Halo opted-into with AT&T Kentucky on March 29, 2010 and filed with the Commission on April 20, 2010. (See “Wireless Adoption Agreement” between AT&T Kentucky and Halo attached as Exhibit A.) AT&T Kentucky continues to deliver this traffic to the RLECs’ networks to this day.¹

12. Despite its misleading name, Halo is not a wireless carrier that provides service to wireless end-users in the state of Kentucky. Halo, instead, appears to be acting in this case like a wholesale provider of access traffic termination services. Several of the RLECs have informed AT&T Kentucky of this, and AT&T Kentucky has acknowledged that it shares this concern.

¹ And, while the Halo traffic specifically referenced herein is a significant, known problem with AT&T’s ongoing practices, the RLECs note that this is likely but one example of AT&T’s pattern of conduct.

13. Yet, when the RLECs seek compensation from AT&T Kentucky for terminating this access traffic on their networks, AT&T Kentucky claims: (i) that the traffic is CMRS traffic and, therefore, that it should not be billed for it under the terms of the Kentucky Restructured Settlement Plan (the "KRSP"); and/or (ii) that it is the RLECs responsibility to seek compensation directly from Halo. Neither claim is accurate.

14. As an initial matter, Halo had to establish connections with AT&T Kentucky. As a result, AT&T Kentucky should have been aware that the volume of "transit traffic" that it would receive from Halo would be substantial. Despite knowing this, AT&T Kentucky failed to provide any advance notice to the RLECs regarding the type or volume of traffic AT&T Kentucky would be delivering to them from Halo.

15. Under the now-expired KRSP, the RLECs had agreed to give AT&T Kentucky credit for actual CMRS traffic that it delivered to the RLECs' networks. (See "Kentucky Restructured Settlement Plan" attached as Exhibit B.) Though the KRSP expired by its own terms on December 31, 2006, the RLECs, as a course of practice, have continued to give AT&T Kentucky credit for CMRS traffic where AT&T Kentucky's call detail records provide evidence that such traffic is, in fact, CMRS traffic. Where the traffic is not CMRS traffic, AT&T Kentucky must compensate the RLECs for providing access services at the tariffed rate.

16. The Halo traffic is not CMRS traffic. The call detail records provided by AT&T Kentucky to the RLECs were matched with the RLECs own switch records to confirm this conclusion.² For example, in at least one instance, the RLECs were able to confirm that a Halo call delivered to the RLECs by AT&T Kentucky originated from a cable company wireline phone subscriber in Virginia.

² The RLECs were forced to use their own switch records and could not rely on call detail provided by AT&T Kentucky because those records lacked any data that might otherwise be of use in ascertaining the true source of these so-called wireless calls.

17. Because this traffic is not wireless traffic, the RLECs have not provided AT&T Kentucky credit for this traffic on their invoices to AT&T Kentucky. AT&T Kentucky, however – and even while acknowledging that it shares the concern that the Halo traffic it delivers is not CMRS traffic – has refused to compensate the RLECs for this traffic by withholding payment in direct contravention of the RLECs' access tariffs. AT&T Kentucky continues to unjustly withhold payment of, or otherwise dispute, these tariffed charges to this day.

18. AT&T Kentucky has refused to compensate the RLECs even though it has, itself, acknowledged “concerns about this traffic” and “concerns with Halo.” (See May 6, 2011 Email from AT&T Kentucky to Ballard Rural Regarding “Ballard April 2011 CABS Access Invoice” attached as Exhibit C.; *see also* March 25, 2011 Email from AT&T Kentucky to Brandenburg Telephone Regarding “New Meet Point Wireless Carrier – Halo Wireless (OCN 429F) in Kentucky” attached as Exhibit D.)

19. Despite its recognition that the Halo traffic is cause for concern, however, AT&T Kentucky's response has been to assume, despite evidence to the contrary, that the Halo traffic it delivers to the RLECs is CMRS traffic simply because it does so pursuant to a “Wireless Adoption Agreement” – the ICA – that it allowed Halo to adopt. AT&T Kentucky continues to deliver this traffic to the RLECs and demand credit for the minutes of use under the inaccurate claim that the Halo traffic is CMRS traffic.

20. When the RLECs contacted AT&T Kentucky in an effort to resolve the dispute, AT&T Kentucky directed the RLECs to Halo as the proper party for the RLECs to pursue for compensation.³

³ At least two RLECs have attempted to contact Halo directly regarding the traffic it is transiting via AT&T Kentucky's network in an effort to execute an ICA. (See March 28, 2011 Letter from Brandenburg Telephone to Halo attached as Exhibit E; *see also* April 21, 2011 Letter from South Central to Halo Attached as Exhibit F.) Unfortunately, Halo has, to date, refused to negotiate an ICA in good faith. (See March 31, 2011 Letter from Halo

21. However, the ICA between AT&T Kentucky and Halo provides just the opposite. Pursuant to Section VII., Paragraph C. of the ICA between AT&T Kentucky and Halo, AT&T Kentucky is to pass on to Halo “any charges that [AT&T Kentucky] may be obligated to pay to the Third Party Carrier” – in this case the RLECs. (See “Wireless Adoption Agreement” between AT&T Kentucky and Halo attached as Exhibit A.) In fact, the traffic percentages included in the ICA anticipate that this very type of “Non-Local Intermediary Plus Cost Traffic” will occur. (See *id.* at Section VII., Paragraph E.)

22. Section VII., Paragraph C. of the ICA also provides that Halo is required to compensate AT&T Kentucky \$0.002 per minute to deliver this traffic to the RLECs’ networks. (See *id.* at Section VII., Paragraph C.)

23. Thus, pursuant to the ICA between AT&T Kentucky and Halo, AT&T Kentucky has the contractual right both to receive compensation from Halo for transiting the traffic in question and to pass on to Halo any access charges AT&T Kentucky is required to pay the RLECs for termination.

24. To date, AT&T Kentucky owes \$[REDACTED] in access charges to Ballard Rural for this access traffic.

25. To date, AT&T Kentucky owes \$[REDACTED] in access charges to Brandenburg Telephone for this access traffic.

26. To date, AT&T Kentucky owes \$[REDACTED] in access charges to Duo County for this access traffic.

27. To date, AT&T Kentucky owes \$[REDACTED] in access charges to Foothills for this access traffic.

to Brandenburg Telephone attached as Exhibit G; see also May 3, 2011 Letter from Halo to South Central attached as Exhibit H).

28. To date, AT&T Kentucky owes approximately \$ [REDACTED] in access charges to Gearheart for this access traffic.

29. To date, AT&T Kentucky owes \$ [REDACTED] in access charges to Highland for this access traffic.

30. To date, AT&T Kentucky owes \$ [REDACTED] in access charges to Logan Telephone for this access traffic.

31. To date, AT&T Kentucky owes \$ [REDACTED] in access charges to Mountain Rural for this access traffic.

32. To date, AT&T Kentucky owes \$ [REDACTED] in access charges to North Central for this access traffic.

33. To date, AT&T Kentucky owes \$ [REDACTED] in access charges to Peoples for this access traffic.

34. To date, AT&T Kentucky owes \$ [REDACTED] in access charges to South Central for this access traffic.

35. To date, AT&T Kentucky owes \$ [REDACTED] in access charges to Thacker-Grigsby for this access traffic.

36. To date, AT&T Kentucky owes \$ [REDACTED] in access charges to West Kentucky for this access traffic.

37. All totaled, and for only three months of Halo traffic delivered by AT&T Kentucky, this is rapidly approaching a million dollar issue; and the amount is increasing at an alarming rate.

38. In sum, AT&T Kentucky is dumping access traffic on the RLECs without paying for it. It then tries to hide behind the fig leaf of an agreement that knowingly mischaracterizes

the traffic as CMRS traffic, all the while ignoring the provisions in that same ICA that would permit it to be reimbursed by Halo for the access charges AT&T Kentucky owes to the terminating RLECs. All the while, AT&T Kentucky is getting paid to do this at a rate of \$0.002 per minute. (See at Section VII., Paragraph C. of "Wireless Adoption Agreement" between AT&T Kentucky and Halo attached as Exhibit A.)

39. AT&T Kentucky should not be allowed to dump this traffic on the RLECs without compensating the RLECs for the access services they provide in terminating that traffic. This is especially true where, as here, AT&T Kentucky receives compensation from the third-party carriers for delivering this traffic and, moreover, has the contractual right to pass the RLECs' access charges on to the third-party carrier.

40. AT&T Kentucky should, therefore, be required to pay the RLECs at their tariffed access rates for the Halo-originated traffic the RLECs are being forced to terminate.

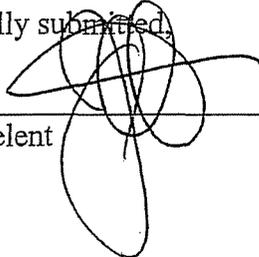
WHEREFORE, the RLECs respectfully request that the Commission take the following actions.

A. Order AT&T Kentucky to pay the RLECs' tariffed access rates for the termination of the Halo traffic and all other third-party traffic that is not CMRS traffic;

B. In the alternative, declare that the RLECs are authorized to – consistent with applicable regulations and the terms of their tariffs – terminate service to AT&T Kentucky for refusing to pay the RLECs' tariffed rates for the termination of access traffic; and

C. Grant the RLECs any and all other legal and equitable relief to which they may be entitled.

Respectfully submitted,



John E. Selent

Edward T. Depp
Stephen D. Thompson
DINSMORE & SHOHL LLP
101 South Fifth Street
2500 National City Tower
Louisville, Kentucky 40202
(502) 540-2300 (Telephone)
(502) 585-2207 (Facsimile)
Counsel to the RLECs

853033v1

A

MFN AGREEMENT

This MFN Agreement ("MFN Agreement"), which shall be filed with and is subject to approval by the respective State Commissions, as indicated below, and shall become effective ten (10) days after approval by such Commissions ("Effective Date"), is entered into by and between Halo Wireless, Inc. ("CARRIER"), a Texas corporation on behalf of itself, and BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee, (collectively, "AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

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

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

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

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

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

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

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

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

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

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

5. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, State Commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.

6.

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

To AT&T:

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

With a Copy To:

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

To CARRIER:

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

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

Halo Wireless, Inc.

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

By: Tod Wallace

By: Eddie A. Reed, Jr.

Name: Tod Wallace

Name: Eddie A. Reed, Jr.

Title: CTO

Title: Director-Interconnection Agreements

Date: 3-29-2010

Date: 4.5-10

EXHIBIT 1

AMENDMENT TO THE AGREEMENT
BETWEEN
HALO WIRELESS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC., D/B/A AT&T ALABAMA, AT&T
FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T MISSISSIPPI, AT&T
NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (collectively, "AT&T") and Halo Wireless, Inc. ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated _____, ____; and

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to add the following language after the second "Whereas" clause:

Whereas, the Parties have agreed that this Agreement will apply only to (1) traffic that originates on AT&T's network or is transited through AT&T's network and is routed to Carrier's wireless network for wireless termination by Carrier; and (2) traffic that originates through wireless transmitting and receiving facilities before Carrier delivers traffic to AT&T for termination by AT&T or for transit to another network.

2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
4. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
5. This Amendment shall be filed with and is subject to approval by the respective State Commissions and shall become effective ten (10) days following approval by such Commissions.

Halo Wireless, Inc.

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

By: Todd Wallace
Name: Todd Wallace
Title: CEO
Date: 3-29-2010

By: Eddie A. Reed, Jr.
Name: Eddie A. Reed, Jr.
Title: Director-Interconnection Agreements
Date: 4.5.10

By and Between

BellSouth Telecommunications, Inc.

And

T-Mobile USA, Inc. f/k/a VoiceStream Wireless
Corporation

**INTERCONNECTION
AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
T-Mobile USA, Inc.**

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Local CMRS Interconnections Rates

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Local CMRS Interconnections Rates (if applicable)

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia Corporation, and T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corp. ("Carrier") a Delaware Corporation for and on behalf of those entities listed in Attachment A which entities T-Mobile USA, Inc. hereby represents it has authority to bind hereunder (all collectively referred to as "Carrier") and shall be deemed effective as of May 1, 2003, (the "Effective Date"). This Agreement may refer to either BellSouth or Carrier or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is an incumbent local exchange carrier authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS in the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

I. Definitions

For purposes of this Agreement, the following capitalized terms have the meanings set forth below unless the context requires otherwise. Terms that appear herein (whether or not capitalized) that are not defined herein have the meanings ascribed to them in the Act (defined herein), or (if not defined therein) have the meanings customarily associated with them based on ordinary usage in the telecommunications industry as of the Effective Date.

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Intermediary Traffic is defined as the delivery, pursuant to this agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from (i) a local exchange carrier other than BellSouth; (ii) a competitive or alternative local exchange carrier ("CLEC"); or (iii) another telecommunications carrier such as a CMRS provider other than Carrier through the respective networks of BellSouth or Carrier, and delivered from or to an end user of BellSouth or Carrier. All local or toll traffic from a local exchange carrier delivered to Carrier not originated on the BellSouth network by BellSouth is considered Intermediary Traffic.

D. Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off to Carrier in BellSouth's service territory and in the same LATA in which the call originates and terminates and is delivered to the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier is not Local Traffic. Interexchange access as defined in 47 CFR Part 69 and in comparable state utility laws ("Access Traffic") is not Local Traffic.

E. Local Interconnection is defined for purposes of this Agreement as the connection of the parties' respective networks for the exchange and delivery of Local Traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call.

F. Non-Local Traffic is defined as all traffic that is neither Local Traffic nor Access Traffic, as described in section vii of this Agreement.

G. Percent of Interstate Usage (PIU) is defined as a factor to be applied to that portion of Non-Local Traffic comprised of interstate interMTA minutes of use in order to designate those minutes that should be rated as interstate access services minutes of use. The numerator is all interstate interMTA minutes of

use, less any interstate minutes of use for "Terminating Party Pays" services, such as 800 Services. The denominator is all interMTA minutes of use less all minutes attributable to Terminating Party Pays services.

H. Percent Local Usage (PLU) is defined as a factor to be applied to terminating minutes of use. The numerator is all "nonintermediary" Local minutes of use. The denominator is the total minutes of use including Local and Non-Local.

I. Point of Interconnection (POI) is defined as the physical geographic location(s), within BellSouth's service area within a LATA, at which the Parties interconnect their facilities for the origination and/or termination of traffic. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between BellSouth's network and Carrier's network.

J. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

K. Type 1 Interconnection is a trunk side connection between a BellSouth end office and a Carrier's POI and provides the capability to access all BellSouth end offices within the LATA. Type 1 Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as in effect from time to time (or any successor thereto).

L. Type 2A Interconnection are one-way or two-way facilities that provide a trunk side connection between a BellSouth tandem switch and a Carrier's POI and provides access to all BellSouth end offices and third party providers subtending the BellSouth tandem. Type 2A Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as in effect from time to time (or any successor thereto).

M. Type 2B Interconnection are one-way or two-way facilities that provide a high usage route between a BellSouth end office and an Carrier's POI and provides access to all BellSouth NXX codes homed in that specific end office and is provided in conjunction with Type 2A Interconnection. Type 2B Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as in effect from time to time (or any successor thereto).

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its

execution including, without limitation, the Act at Sections 251, 252 and 271. The access and interconnection obligations contained herein enable Carrier to provide CMRS in those areas where it is authorized to provide such services within the nine state region of BellSouth.

III. Term of the Agreement

A. The term of this Agreement shall be three years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

B. The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

C. Either party's request under this Section will, for all purposes, be treated as a request under Section 252 of the Act for negotiation received by an incumbent local exchange carrier and will begin the process of voluntary negotiations. If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall continue in full force and effect while the Parties are within negotiation/arbitration process outlined in Section 252 of the Telecommunications Act of 1996, as may be amended. If the Section 252 process is concluded or abandoned, then this Agreement shall terminate and BellSouth shall continue to offer services to Carrier pursuant to the terms, conditions and rates set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section III.B above, and the terms of such Subsequent Agreement shall be effective as of the effective date as stated in Subsequent Agreement.

IV. Methods of Interconnection

A. By mutual agreement of the parties, trunk groups arrangements between Carrier and BellSouth shall be established using the interconnecting facilities methods of subsection (B) of this section. Each party will use commercially reasonable efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

B. There are three methods of interconnecting facilities: (1) interconnection via facilities owned, provisioned and/or provided by either party to the other

party¹; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.

C. The parties will accept and provide any of the preceding methods of interconnection. Carrier may establish a POI on BellSouth's network at any technically feasible point in accordance with the 47 CFR 51.703(b). Carrier must designate a POI at at least one BellSouth access tandem within every LATA Carrier desires to serve, or alternatively, Carrier may elect (in addition to or in lieu of access interconnection at BellSouth's access tandem) to interconnect directly at any BellSouth end office for delivery of traffic to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties' respective facilities shall (i) provide the necessary on-hook, off-hook answer and disconnect supervision (ii) shall hand off calling party number ID when technically feasible and (iii) shall honor privacy codes and line blocking requests if possible. In the event a party interconnects via the purchase of facilities and/or services from the other party, it may do so through purchase of services pursuant to the other party's interstate or intrastate tariff, as amended from time to time, or pursuant to a separate agreement between the Parties. . In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the parties

¹ On some occasions Carrier may choose to purchase facilities from a third party. In all such cases carrier agrees to give BellSouth 45 (forty five) days notice prior to purchase of the facilities, in order to permit BellSouth the option of providing one-way trunking, if, in its sole discretion BellSouth believes one-way trunking to be a preferable option to third party provided facilities. Such notice shall be sent pursuant to Section XXIX. In no event shall BellSouth assess additional interconnection costs or per-port charges to Carrier or its third-party provider should Carrier purchase facilities from a third party, e.g. the same charges that BellSouth would charge Carrier should it provide the service.

based upon percentages equal to the estimated or actual percentage of traffic on such facilities, in accordance with Section VI.B below.

D. Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that unless otherwise agreed to by the parties, if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

E. The parties agree to provide at least a P.01 level of service and to work cooperatively in the placement and/or removal of interconnection facilities. The parties will establish trunk groups from the interconnecting facilities of subsection (A) of this section. Each party will use its best efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

F. The parties will use an auditable PLU factor as a method for determining the amount of traffic exchanged by the parties that is Local or Non-Local. The PLU factor will be used for traffic delivered by either party for termination on the other party's network.

G. Unless otherwise agreed, when the parties deliver Access Traffic from an Interexchange Carrier ("IXC") to each other, each party will provide its own access services to (and bill at its own rates) the IXC.

H. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement. The ordering and provisioning of facilities or services by a party, including, but limited to, installation, testing, maintenance, repair, and disaster recovery, shall be provided at a level of quality and care at least equal to that which it provides to itself, an affiliate, or, in the case of BellSouth supplied interconnection, at least equal to that provided by BellSouth to any other similarly situated CMRS provider having interconnection arrangement(s) with BellSouth comparable to the interconnection arrangement(s) provided to Carrier under this Agreement, unless Carrier and BellSouth specifically negotiate a different level of quality or care.

V. Interconnection Trunk Group Options**A. One-Way Trunk Group Arrangement**

If the Parties mutually agree upon a one-way trunking arrangement, the following will apply:

BellSouth will provide and bear the cost of all one-way trunk groups to provide for the delivery of Local Traffic from BellSouth to Carrier's POI within BellSouth's service territory and within the LATA, and Carrier will provide or bear the cost of one-way trunk group(s) for the delivery of Carrier's originated Local Traffic and for the receipt and delivery of Intermediary Traffic to each BellSouth access tandem and end office at which the parties interconnect. Carrier may supply its own interconnection facilities or may purchase such facilities (a) from BellSouth pursuant to a separate agreement or tariff for this purpose, or (b) from any other third-party supplier as provided in Section IV(B).

B. Two-Way Trunk Group Arrangement

If the Parties mutually agree upon a two-way trunking arrangement, the following will apply:

BellSouth and Carrier will share the cost of the two-way trunk group carrying both Parties traffic proportionally when purchased via this Agreement or the General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended from time to time. BellSouth will bear the cost of the two-way trunk group for the proportion of the facility utilized for the delivery of BellSouth originated Local traffic to Carrier's POI within BellSouth's service territory and within the LATA (calculated based on the number of minutes of traffic identified as BellSouth's divided by the total minutes of use on the facility), and Carrier will provide or bear the cost of the two-way trunk group for all other traffic, including Intermediary traffic.

C. Combination Trunk Group Arrangement

If the Parties cannot agree upon a trunk group arrangement or elect a combination arrangement, BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier's POIs within BellSouth's service territory and within the LATA. Carrier will provide or bear the cost of one-way or two-way trunk group(s), if two-way trunk group(s) are elected by Carrier, for the delivery of all Carrier's originated traffic, and also the delivery and receipt of Intermediary Traffic.

VI. Compensation and Billing

A. Compensation of Local Traffic

Each party will pay the other for terminating its Local Traffic on the other's network at the Local Interconnection rates as set forth in Attachment B-1. These rates are reciprocal for mobile-to-land and land-to-mobile calls.

1. Local Traffic Measurement

a. If Carrier has recording capability, but recording limitations that prohibits Carrier's ability to determine the amount of BellSouth originated traffic (Local Traffic) terminated to Carrier over two-way multi-use facilities, BellSouth will provide to Carrier, upon Carrier's written request to the Local Interconnection Service Center (LISC), on a quarterly basis the percent of total terminating traffic to Carrier that was originated by BellSouth. Such percent will be used by Carrier to bill BellSouth for the BellSouth Local Traffic for the following quarter.

b. If Carrier has no recording capability and cannot determine the amount of traffic terminated to Carrier, a mutually agreed upon methodology for reciprocal billing percentages for local traffic will be used.

2. The exchange of the parties' traffic on BellSouth's interLATA EAS routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Compensation of Facilities

1. Where one-way trunking is used, each party will be solely responsible for the recurring and non-recurring cost of that facility up to the designated POI(s) on the terminating party's network.

2. The Parties agree to share proportionately in the recurring costs of two-way interconnection facilities.

a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on BellSouth's network and terminating on Carrier's network, Carrier will utilize the prior months undisputed Local Traffic usage billed by BellSouth and Carrier to develop the percent of BellSouth originated Local Traffic.

b. BellSouth will bill Carrier for the entire cost of the facility. Carrier will then apply the BellSouth originated percent against the Local Traffic portion of the two-way interconnection facility charges billed by BellSouth to Carrier. Carrier will invoice BellSouth on a monthly basis, this proportionate cost for the facilities utilized by BellSouth.

C. Billing

1. The charges for Local Interconnection are to be billed monthly and paid within thirty (30) days ("Due Date"). Usage charges will be billed in arrears.

2. Each party will pay the other for terminating its Local Traffic on the other's network, the Local Interconnection Rates set forth in Attachment B-1 or B-2, as applicable. Charges for terminating traffic will be the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.

3. The Parties will use an auditable PLU factor as a method for determining whether traffic is Local or Non-Local. The PLU factor will be used for traffic delivered by either party for termination on the other party's network. The amount that each party shall pay to the other for the delivery of Local Traffic shall be calculated by multiplying the applicable rate in Attachment B-1 for each type of call by the total minutes of use each month for each such type of call. The minutes of use or portion thereof for each call, as the case may be, will be accumulated for the monthly billing period and the total of such minutes of use for the entire month rounded to the nearest minute. The usage charges will be based on the rounded total monthly minutes.

4. Billing disputes shall be handled pursuant to the terms of this section.

a. Each party agrees to notify the other party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to informally resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the 60 day period to reach resolution, then the aggrieved party may pursue dispute resolution in accordance with the terms of this Agreement.

b. For purposes of this Section, a billing dispute means a dispute of (i) a specific amount of money actually billed by either party (ii) minutes of use (iii) facilities billed for (iv) methodology applied to calculations (v) delay in sending invoices or (vi) any

other bona fide disagreement with compensation or an invoice. The dispute must be clearly explained by the disputing party and supported by written documentation, which clearly shows the basis for disputing charges. By way of example and not by limitation, a billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other undisputed amounts owed by the billed party until the dispute is resolved. Claims by the billed party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing party will make immediate payment of any of the disputed amount owed to the billing party or the billing party shall have the right to pursue normal treatment procedures. Any credits due to the disputing party, pursuant to the billing dispute, will be applied to the disputing party's account by the billing party immediately upon resolution of the dispute.

c. Either party may elect to withhold payment of disputed amounts. If a party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other party, then a late payment charge shall be assessed. However, no such late payment charge shall be owed with respect to any disputed amount resolved in favor of the disputing party. For bills rendered by either party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late payment factor set forth in subsection 5 hereof. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

5. Late payment fees, not to exceed 1 1/2% per month (or a lower percent as specified by an appropriate state regulatory agency) after the due date may be assessed, if undisputed charges are not paid, within thirty (30) days after the Due Date of the monthly bill. All charges under this Agreement shall be billed within one (1) year from the time the charge was incurred; previously unbilled charges more than one (1) year old shall not be billed by either party.

6. Deposit Policy. When purchasing new services from BellSouth totaling more than 10% of the monthly average of the previous three month's charges or \$500,000, whichever is less, in any one month, Carrier will be required to complete the BellSouth Credit Profile and provide information regarding

credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form, at Carrier's option, of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or some other form of security. Any such security deposit shall in no way release Carrier from its obligation to make complete and timely payments of undisputed amounts of its bill. If Carrier requests to purchase new services, such security may be required by BellSouth if justified as provided herein prior to the installation or provision thereof. If, in the reasonable opinion of BellSouth based on the Creditworthiness Criteria below, the creditworthiness of Carrier has so deteriorated after the Effective Date, that its ability to timely pay undisputed charges under this Agreement is demonstrably in question BellSouth reserves the right to request additional security in the form specified above, at Carrier's option

BellSouth shall base its creditworthiness determination on only the following criteria ("Creditworthiness Criteria):

1. Change from Cash flow positive to Cash flow negative (last FYE and most recent quarter)
2. Change from EBITDA positive to EBITA negative (last FYE and most recent quarter)
3. Debt/tangible net worth 2 or better (last FYE and most recent quarter)
4. Bond rating changes from investment grade as defined by Moody's (if public debt is present)
5. D&B Paydex > 70 (1-100)
6. D&B credit risk class =or < 3
7. Customer falls from compliance with bank (or other loan provider's debt covenants)
8. No more than 2 times slow pay in the last 12 months for undisputed invoices.

Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed an amount not to exceed two (2) months' estimated net undisputed charges to Carrier under this Agreement. In the event Carrier fails to remit to BellSouth any security deposit requested pursuant to this Section, service to Carrier (following thirty 30 day's written notice and opportunity to cure) may be terminated and any security deposits will be applied to Carrier's account(s), provided in the event of a dispute concerning the deposit, then the Dispute Resolution section of this Agreement shall apply and Bellsouth shall not terminate service to Carrier during the pendency of this dispute for the disputed amounts.

VII. Non-Local Traffic Interconnection

A. For terminating its Non-Local Traffic on the other Party's network, each Party will pay either the access charges described in paragraph (B) hereunder or the Non-Local Intermediary Charges described in paragraph (D) hereunder, as appropriate.

B. For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each Party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.

C. If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a third party telecommunications carrier that is uniquely identifiable ("Third Party Carrier"), then BST will bill Carrier and Carrier shall pay a \$.002 per minute intermediary charge for such Intermediary Traffic in addition to any charges that BST may be obligated to pay to the Third Party Carrier (collectively called "Third Party Termination Charges"). Third Party Termination Charges may change during the term of this Agreement, and the appropriate rate shall be the rate in effect when the traffic is terminated. The Parties agree the percentage of Non-Local Traffic delivered to BellSouth by Carrier shall be subject to Intermediary Charges and Third Party Termination Charges. BellSouth shall not deliver Intermediary Traffic to Carrier for termination to a Third Party Carrier, and therefore, Carrier shall not bill BellSouth any intermediary charges. Intermediary Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for Intermediary Traffic transiting BellSouth's network. In addition, Carrier shall not bill BellSouth for Traffic received by BellSouth from an interexchange carrier for delivery to Carrier.

D. Where technically possible to measure traffic for classifying traffic percentage's, the Parties shall utilize actual traffic measurements to classify traffic in each of the categories shown in subsection E. below. BellSouth may conduct periodic reviews of Carriers' traffic classification percentage's and shall update those percentages for the aforementioned traffic accordingly.

E. For Carrier's that have not exchanged traffic under a previous CMRS interconnection agreement with BellSouth or for traffic categories that are not technically feasible to measure, the associated default traffic classification percentages set forth in this subsection will be used until such time actual traffic patterns have been measured:

Carrier originated traffic to BellSouth

Local Traffic - 60%
 Non-Local InterMTA InterState Traffic- .5%
 Non-Local InterMTA IntraState Traffic- .5%
 Non-Local Intermediary Only Traffic- 31.2%
 Non-Local Intermediary Plus Cost Traffic – 7.8%

BellSouth originated traffic to Carrier

Local Traffic - 99%
 Non-Local InterMTA InterState Traffic -.5%
 Non-Local InterMTA IntraState Traffic -.5%

F. In the event Carrier activates service in a state that was not originally covered by this Agreement ("New State(s)"), and in which New State(s) no traffic classification percentages currently exist, BellSouth will apply an average, based on Carrier's existing traffic classification percentages for the other states in which Carrier has established actual traffic measurements, to such New State(s) until such time as actual traffic percentages have been measured.

VIII. Meet Point Billing

A. Meet Point Billing (MPB), as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and Intermediary Traffic. MECAB refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of Switched Access Traffic and Intermediary Traffic provided by two or more telecommunications carriers. Subject to Carrier providing all necessary information, BellSouth agrees to participate in MPB for Switched Access Traffic (as described in BellSouth's Tariffs) and Intermediary Traffic. In the event a Third Party Carrier continues to charge BellSouth for Carriers' Intermediary Traffic, Carrier agrees to keep BellSouth whole for such traffic as stipulated in Section VII C. above. BellSouth shall pass Electronic Message Interface (EMI) 1101 call records to Carrier at no charge. Depending on the delivery medium selected by Carrier, appropriate charges for that delivery medium will be applied. Notwithstanding the foregoing, for purposes of MPB, where either or both of the originating or terminating carrier of Intermediary Traffic does not have MPB capability, Section VII C. will apply.

B. Information required from Carriers participating in MPB with BellSouth includes, but is not limited to: (1) Regional Accounting Office code (RAO), (2) Operating Company Number (OCN) per state for each entity to be billed (if an

OCN is not available for each billed entity, BellSouth will only render a bill to Carrier), (3) a unique Access Carrier Name Abbreviation (ACNA), (4) Percent Interstate Usage, (5) Percent Local Usage, (6) 800 Service Percent Interstate Usage or default of 50%, (7) Billing Interconnection Percentage, (8) a Screening Telephone Number (STN) from Carrier's dedicated NXX associated with each Trunk Group subscribed to. A default Billing Interconnection Percentage (BIP) of **0% BellSouth** and **100% Carrier** will be used if Carrier does not file with NECA to establish a BIP other than default. Carrier must support MPB for all Switched Access Traffic and Intermediary Traffic in accordance with Mechanized MECAB guidelines. The Parties acknowledge that the exchange of 1150 records will not be required.

C. MPB will be provided for Switched Access Traffic and Intermediary Traffic at the access tandem level only. Parties utilizing MPB must subscribe to access tandem level interconnections with BellSouth and must deliver all Intermediary Traffic to BellSouth over such access tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch Common Language Location Identification (CLLI). Under national programming rules associated with Carrier Access Billing Systems (CABS), each CLLI is associated with a single rate center. Additionally, (i) if the Carrier has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the CLLI is associated with additional NPA/NXX codes with rate centers outside of BellSouth's service area or, (iii) if the Type 2A NPA/NXX code or CLLI home on a non-BellSouth SHA "00" tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in MPB and Switched Access Traffic and Intermediary Traffic associated with those NPA/NXX codes will continue to be billed in accordance with the provisions of Section VII C. When converting to MPB, if Carrier has NPA/NXX codes with more than a single rate center terminating to a given CLLI, Carrier must provide BellSouth with information stating which BellSouth rate center will be associated with the CLLI. MPB is not available when the access tandem at which the Parties have interconnected does not have the capability to measure actual traffic.

D. In a MPB environment, when Carrier utilizes services provided by BellSouth that are necessary to deliver certain types of calls (e.g. Local Number Portability queries and 800 Data Base queries), Carrier will be billed applicable charges as set forth in BellSouth's federal or state access tariffs, as appropriate. In the alternative, Carrier may perform the appropriate database queries prior to delivery of such traffic to BellSouth.

E. Participation in MPB is outside the reciprocal compensation requirements of this Agreement. Under MPB, Carrier will compensate BellSouth at the rate set forth in Section VII.C of this Agreement for Carrier originated Intermediary Traffic. Meet Point Billing to IXCs for jointly provided switched access traffic will be consistent with the most current MECAB billing guidelines.

F. Exchange of records will begin no earlier than ninety days (90) from the later of the date the contract is signed or the date that all necessary information as defined in Section VIII.B above is provided. Once Carrier sets up MPB arrangements for Intermediary Traffic, Intermediary Traffic will be subject to only the \$.002 per minute Intermediary Charge (or such other rate ordered by the state), and Third Party Termination Charges shall not apply. Notwithstanding the foregoing, in the event a Third Party Carrier continues to charge BellSouth for Carriers' Intermediary Traffic, Carrier agrees to keep BellSouth whole for such traffic as stipulated in Section VII C. above. MPB as described in this Section VIII anticipates that Carrier will enter into interconnection or traffic exchange agreements with Third Party Carriers who terminate traffic originated by Carrier. Carrier will be liable to BellSouth for any charges, costs and fees BellSouth may incur for delivering Carrier's Intermediary Traffic.

IX. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C § 224, as amended by the Act, pursuant to terms and conditions of a license agreement subsequently negotiated with BellSouth's Competitive Structure Provision Center.

XI. Access to Telephone Numbers

Carrier is responsible for interfacing with the North American Numbering Plan administrator for all matters dealing with dedicated NXXs. BellSouth will cooperate with Carrier in the provision of shared NXXs where BellSouth is the service provider.

XII. Local Number Portability

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth will provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

XIII. Access to Signaling and Signaling Databases

A. BellSouth will offer to Carrier use of BellSouth's signaling network and signaling databases at BellSouth's published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

B. Where interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

XIV. Network Design and Management

A. The parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

D. Interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

E. The parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties will review engineering requirements on a periodic basis and establish non-binding forecasts for trunk utilization as required by Section IV of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both parties.

G. The parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

XV. Auditing Procedures

Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties will retain records of call detail for a minimum of nine months from which the PLU, the percent intermediary traffic, the percent interMTA traffic, and the PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

XVI. Liability and Indemnification

A. EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT OR IN THIS SECTION XVI, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY THE

OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

B. Neither party shall be liable to the other party for any act or omission of any other telecommunications company providing a portion of a service under this Agreement.

C. Neither party shall be liable for damages to the other party's terminal location, Point of Interface (POI) or customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent caused by a party's gross negligence, willful or intentional misconduct.

D. Each party shall be indemnified, defended and held harmless by the other party against any action, claim, loss, judgment, injury, liability, expense or damage (collectively "Loss") arising from the other party's acts or omissions under this Agreement, including without limitation: 1) claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other party's own communications; 2) claims for patent infringement arising from combining or using the service furnished by one party in connection with facilities or equipment furnished by the other party or the other party's customer; 3) any claim, loss, or damage claimed by a customer of a party arising from services provided by the other party under this Agreement; or 4) all other claims arising out of an act or omission of the other party in the course of using services provided pursuant to this Agreement. Each party's liability to the other for any Loss, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

E. A party may, in its sole discretion, provide in its tariffs and contracts with its customers and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such party shall not be liable to the customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) for Consequential Damages. To the extent that a party elects not to place in its tariffs or contracts such limitations of liability, and the other party incurs a Loss as a result thereof, such party shall indemnify and reimburse the other party for that portion of the Loss that would have been

limited had the first party included in its tariffs and contracts the limitations of liability that such other party included in its own tariffs at the time of such Loss.

F. Neither BellSouth nor Carrier shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

G. Under no circumstance shall a party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data (collectively "Consequential Damages"). In connection with this limitation of liability, each party recognizes that the other party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

H. The party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any Loss claimed by the customer of the party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

I. Notwithstanding any other provision of this Agreement, claims for damages by Carrier or Carrier's clients or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.

J. Notwithstanding any other provision of this Agreement claims for damages by BellSouth or any other person or entity resulting from the gross negligence or willful misconduct of Carrier shall not be subject to such limitation of liability.

K. Neither party assumes liability for the accuracy of the data provided to it by the other party.

L. No license under patents (other than the limited license to use) is granted by either party to the other party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

M. If the performance of this Agreement, or any obligation hereunder, is prevented, restricted or interfered with by reason of (i) acts of God; (ii) war, revolution, civil commotion, acts of public enemies, acts of terrorism, embargo; (iii) acts of the government in its sovereign capacity; (iv) labor difficulties, including, without limitation, strikes, slowdowns, picketing or boycotts; or (v) any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations are related to the performance so prevented, restricted or interfered with); provided, however, that the party so affected shall use its best efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease. Nothing herein shall affect a party's right to interruption or other credits for failure or delay in performance.

N. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

O. The obligations of the parties contained within this section XVI shall survive the expiration of this Agreement.

XVII. Modification of Agreement

A. BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Carrier any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The Parties shall adopt all-rates, terms and conditions concerning such other interconnection, service, or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

B. If Carrier changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Carrier to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

C. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

D. Execution of this Agreement by either party does not confirm or infer that the executing party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither party waives its rights to appeal or otherwise challenge any such decision(s) and each party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

E. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Carrier or BellSouth to perform any material terms of this Agreement, Carrier or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section XX.

XVIII. Taxes and Fees

A. **Definition:** For purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

B. Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party.

1. Taxes and fees imposed on the providing party, which are neither permitted nor required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.

2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

C. Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party.

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party shall have the right, at its own expense, to contest the same in good faith, in its own name or on the providing party's behalf. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the governmental authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8. The purchasing party shall have the right, at its own expense, to claim a refund or credit, in its own name or on the providing party's behalf, of any such tax or fee that it determines to have paid in error, and the purchasing party shall be entitled to any recovery thereof.

D. Taxes And Fees Imposed On Providing Party But Passed On To Purchasing Party.

1. Taxes and fees imposed on the providing party, which are required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis of any such tax or fee, the parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or

fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation. In any contest of a tax or fee by one party, the other party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XIX. Treatment of Proprietary and Confidential Information

A. It may be necessary for BellSouth and Carrier, each as the "Discloser," to provide to the other party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail

records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend. Notwithstanding the foregoing, all Information in any party's possession that would constitute Customer Proprietary Network Information of the party or the parties' customers pursuant to any federal or state law or the rules and regulations of the FCC or Commission, and any Information developed or received by a party regarding the other party's facilities, services, volumes, or usage shall automatically be deemed confidential Information for all purposes, even if not marked as such, and shall be held confidential as is required for Information.

B. Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except (i) to employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information, (ii) to Recipient's attorney and other professionals under a duty to protect client confidences, and (iii) for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it, and shall use the same standard of care to protect Information as it would use to protect its own confidential information.

C. Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

D. Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith. Furthermore, a Recipient may also disclose all Information it is required or ordered to disclose by law, a court, or governmental agency, as long as the Discloser has been notified of the required disclosure within a reasonable time

after the Recipient becomes aware of its requirement to disclose. The Recipient required to disclose the Information shall take all lawful measures to avoid disclosing the Information called for until the Discloser of the Information has had a reasonable time to seek and comply with a protective order issued by a court or governmental agency of competent jurisdiction that with respect to the Information otherwise required to be disclosed.

E. Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliates.

F. The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

G. Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section XIX shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

XX. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the appropriate company representatives. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute, or to the extent that the Commission does not have jurisdiction or declines to review the dispute, then the FCC. However, each party reserves the right to seek judicial or FCC review of any ruling made by the Commission concerning this Agreement.

XXI. Waivers

Any failure or delay by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXII. Assignment

Any assignment by either party to any non-Affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent

of the other party shall be void. A party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the party without the consent of the other party; provided, however, that the assigning party shall notify the other party in writing of such assignment thirty (30) days prior to the Effective Date thereof. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any party under this Agreement shall be binding on all successors in interest and assigns of such party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

XXIII. Amendment

This Agreement may not be amended in any way except upon written consent of the parties.

XXIV. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any party's ability to continue to perform its material obligations hereunder, the parties shall immediately begin negotiations of new provisions to replace the severed provisions.

XXV. Survival

Any liabilities or obligations of a party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive expiration or termination thereof for a period of two (2) years.

XXVI. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which service is provided, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

XXVII. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXVIII. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Carrier shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Carrier.

XXIX. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

**BellSouth Telecommunications,
Inc.**
675 W. Peachtree St. N.E.
Suite 4300
Atlanta, Georgia 30375
Attn: Legal Dept. "Wireless "
Attorney

T-Mobile USA, Inc.
12920 SE 38th St.
Bellevue, WA 98006
ATTN: General Counsel
CC: Carrier Management

CC: Randy Ham, Director Wireless
Interconnection

or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

C. Except as otherwise provided in this Agreement, "writing" or "written" may mean electronic (including E-mail transmissions where receipt is acknowledged by the recipient, but excluding voice-mail), or hard copy, including by facsimile

(with acknowledgment of receipt from the recipient's facsimile machine) unless otherwise stated.

XXX. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

XXXI. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document. A facsimile copy of a party's execution of this Agreement shall be valid and binding upon the party and must be followed as soon as practicable thereafter by the original version of such execution.

XXXII. Entire Agreement

This Agreement, together with its preamble, recitals and all its Attachments (incorporated herein by this reference), all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them. Neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise, pre-printed form or other instrument, other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

XXXIII. No Joint Venture

The parties are independent contractors and nothing herein shall be construed to imply that they are partners, joint venturers or agents of one another.

XXXIV. Remedies Cumulative

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

XXXV. No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide any person not a party or proper assignee or successor hereunder with any beneficial interest, remedy, claim, liability, reimbursement, cause of action, or other privilege arising under or relating to this Agreement.

XXXVI. References to Other Documents

Whenever any provision of this Agreement refers to a technical reference, technical publication, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) or such documents that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) or each document incorporated by reference in such a technical reference, technical publication, or publication of industry standards. Should there be an inconsistency between or among publications or standards or if there is a bona-fide dispute as to what is the most recent version or edition, the parties shall mutually agree upon which requirement shall apply.

XXXVII. Miscellaneous

References to the "Term" include any extensions thereto.

WHEREFORE, the parties have caused this Agreement to be executed by their duly appointed representatives as follows:

BellSouth Telecommunications, Inc.

T-Mobile USA, Inc.

By: signature on file

By: signature on file

Name: Randy J. Ham

Name: Abdul Saad

Title: Assistant Director –
Wireless Interconnection

Title: Vice President-Systems Engr. &
Netwrk. Opns.

Date: 5/8/03

Date: 5/2/03

Attachment AAFFILIATES

VoiceStream GSM I Operating Company, LLC
VoiceStream GSM II Holdings, LLC
VoiceStream Houston, Inc. fka Aerial Houston, Inc.
VoiceStream PCS BTA I Corporation
Cook Inlet/VS GSM IV PCS, LLC
Powertel/Birmingham, Inc.
Powertel/Memphis, Inc.
Powertel/Kentucky, Inc.
Powertel/Atlanta, Inc.
Powertel, Inc.
VoiceStream Tampa/Orlando, Inc. fka Aerial Tampa/Orlando, Inc.
VoiceStream Central Communications, Inc. f/k/a Aerial Communications, Inc.
Omnipoint Holdings, Inc.
Powertel/Jacksonville, Inc.
Eliska Wireless Venture I, Inc. f/k/a Digiph PCS, Inc.

Attachment B-1

CMRS Local Interconnection Rates
(All rates are Per Minute of Use)

Effective date through June 14, 2003

Type 1 (End Office Switched)	\$.0010
Type 2A (Tandem Switched)	\$.0010
Type 2B Dedicated End Office)	\$.0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$.0007
Type 2A (Tandem Switched)	\$.0007
Type 2B Dedicated End Office)	\$.0007

Attachment B-2

Type 1, Type 2A, & 2B Mobile To Land Trunk Usage
 (All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over Type 1, Type 2A and Type 2B trunks, which terminate at BellSouth Tandems (Local or Access) and/or BellSouth End Offices, without recording capability, may be billed in either of two ways. Carrier may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated Traffic completed over one-way outward or two way trunks or may choose to provide Traffic data in a company prescribed format to be used for billing purposes. Carriers' provided Traffic data will be billed at the rates prescribe in Attachment B-1. If the Carrier chooses to provide Traffic data, then the detail level provided must be in accordance with BellSouth reasonable requirements. Traffic data must be provided no more that 30 days in arrears from the close of the normal billing cycle. If the Traffic data is not received in the BellSouth prescribed format in the specified time period, the surrogate usage rate set forth in this Attachment will be applied. Surrogate Usage for IntraMTA mobile originated Traffic, which terminates in BellSouth's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 1</u>	<u>TYPE 2A</u>	<u>Type 2B</u>
All BellSouth States			
Effective Date			
Thru June 14, 2003	\$13.00	\$13.00	\$13.00
June 15, 2003			
Thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10	\$9.10	\$9.10

**AMENDMENT
TO THE
AGREEMENT BETWEEN
T-MOBILE USA, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED MAY 1, 2003**

Pursuant to this Amendment, (the "Amendment"), T-Mobile USA, Inc. ("T-Mobile"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated May 1, 2003 ("Agreement").

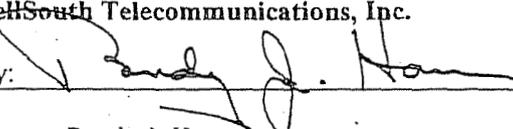
WHEREAS, BellSouth and T-Mobile entered into the Agreement on May 1, 2003, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Attachment A of the Agreement is hereby deleted in its entirety and replaced with a new Attachment A as set forth in Exhibit 1 to this Amendment, incorporated herein by this reference.
2. All of the other provision of the Agreement, dated May 1, 2003, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

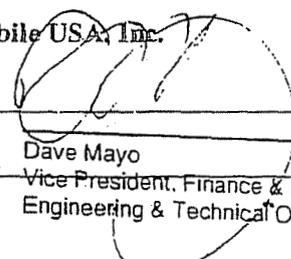
By: 

Name: Randy J. Ham

Title: Assistant Director -
Wireless Interconnection

Date: 3/3/04

T-Mobile USA, Inc.

By: 

Name: Dave Mayo

Title: Vice President, Finance & Planning
Engineering & Technical Operations

Date: 3/1/04

ATTACHMENT A

Call Sign	Market No. - Freq. Block	Market Name	Licensee
KNLF620	B042- C3	Biloxi-Gulfport-Pascagoula, MS	Eliska Wireless Ventures License Subsidiary I, L.L.C.
KNLF621	B154 - C	Fort Walton Beach, FL	Eliska Wireless Ventures License Subsidiary I, L.L.C.
KNLF622	B186 - C	Hattiesburg, MS	Eliska Wireless Ventures License Subsidiary I, L.L.C.
KNLF623	B246 - C	Laurel, MS	Eliska Wireless Ventures License Subsidiary I, L.L.C.
KNLF624	B292 - C1	Meridian, MS	Eliska Wireless Ventures License Subsidiary I, L.L.C.
KNLF618	B302 - C	Mobile, AL	Eliska Wireless Ventures License Subsidiary I, L.L.C.
KNLF619	B343 - C	Pensacola, FL	Eliska Wireless Ventures License Subsidiary I, L.L.C.
KNLG925	B269 - F	McComb-Brookhaven, MS	Eliska Wireless Ventures License Subsidiary I, L.L.C.
KNLG369	B009 - F	Alexandria, LA	Eliska Wireless Ventures License Subsidiary I, L.L.C.
KNLF222	M011 - B	Atlanta, GA	Powertel Atlanta Licenses, Inc.
KNLF258	M029 - B	Birmingham, AL	Powertel Birmingham Licenses, Inc.
KNLF273	M037 - A	Jacksonville, FL	Powertel Jacksonville Licenses, Inc.
WPXE651	M015 - A6	Miami-Ft. Lauderdale, FL	Powertel Jacksonville Licenses, Inc.
WPXE650	M017 - A2	New Orleans- Baton Rouge, LA	Powertel Jacksonville Licenses, Inc.
KNLF517	B320 - A	New Orleans - Baton Rouge, LA	LA CVIS IV License Sub 1, LLC
WPXE649	B152 - A	Ft. Pierce, FL	VoiceStream Tampa/Orlando, Inc.
KNLH402	B052 - D	Bowling Green-Glasgow, KY	Powertel Kentucky Licenses, Inc.
KNLH403	B052 - E	Bowling Green-Glasgow, KY	Powertel Kentucky Licenses, Inc.
KNLH416	B083 -D	Clarksville, TN	Powertel Kentucky Licenses, Inc.
KNLH417	B083 - E	Clarksville, TN	Powertel Kentucky Licenses, Inc.
KNLH408	B098 - D	Corbin, KY	Powertel Kentucky Licenses, Inc.
KNLH409	B098 - E	Corbin, KY	Powertel Kentucky Licenses, Inc.
KNLH400	B135 - D	Evansville, IN	Powertel Kentucky Licenses, Inc.
KNLH401	B135 - E	Evansville, IN	Powertel Kentucky Licenses, Inc.
KNLH398	B252 - D	Lexington, KY	Powertel Kentucky Licenses, Inc.
KNLH399	B252 - E	Lexington, KY	Powertel Kentucky Licenses, Inc.
KNLG209	B263 - D	Louisville, KY	Powertel Kentucky Licenses, Inc.
KNLH397	B263 - E	Louisville, KY	Powertel Kentucky Licenses, Inc.
KNLH412	B273 - D	Madisonville, KY	Powertel Kentucky Licenses, Inc.
KNLH413	B273 - E	Madisonville, KY	Powertel Kentucky Licenses, Inc.
KNLH406	B338 - D	Owensboro, KY	Powertel Kentucky Licenses, Inc.
KNLH407	B338 - E	Owensboro, KY	Powertel Kentucky Licenses, Inc.
KNLH404	B339 - D	Paducah-Murray-Mayfield, KY	Powertel Kentucky Licenses, Inc.
KNLH405	B339 - E	Paducah-Murray-Mayfield, KY	Powertel Kentucky Licenses, Inc.
KNLH410	B423 - D	Somerset, KY	Powertel Kentucky Licenses, Inc.
KNLH411	B423 - E	Somerset, KY	Powertel Kentucky Licenses, Inc.
KNLH420	B232 -E	Knoxville, TN	Powertel Knoxville Licenses, Inc.
KNLF255	M028 - A	Memphis-Jackson, KY	Powertel Memphis Licenses, Inc.

CMRS0043-AMENDMENT
EXHIBIT 1

Call Sign	Market No. - Freq. Block	Market Name	Licensee
KNLH418	B096 - D	Cookeville, TN	Powertel Nashville Licenses, Inc.
KNLH419	B096 - E	Cookeville, TN	Powertel Nashville Licenses, Inc.
KNLH414	B314 - D	Nashville, TN	Powertel Nashville Licenses, Inc.
KNLH415	B314 - E	Nashville, TN	Powertel Nashville Licenses, Inc.
WPVN593	M015 - A4	Naples, FL	VoiceStream Houston, Inc.
KNLF978	B293 - E	Miami-Ft. Lauderdale, FL	Omnipoint Miami E License, LLC
WPXE649	M015 - A8	Miami-Ft. Lauderdale, FL	VoiceStream Tampa/Orlando, Inc.
KNLF979	B293 - F	Miami-Ft. Lauderdale, FL	VoiceStream GSM II, LLC
KNLG277	B408 - F	Sarasota-Bradenton, FL	VoiceStream GSM II, LLC.
KNLF225	M013 - A	Tampa-St. Petersburg-Orlando, FL	VoiceStream Tampa/Orlando, Inc.
KNLF980	B469 - F	West Palm Beach-Boca Raton, FL	VoiceStream GSM II, LLC
KNLG724	B469 - E	West Palm Beach-Boca Raton, FL	Omnipoint Holdings, Inc.
WPWR849	B357 - A4	Portland-Brunswick, ME	VoiceStream Tampa/Orlando, Inc.
WPXE649	B151 - A	Fort Myers, FL	VoiceStream Tampa/Orlando, Inc.
WPOJ732	B032 - C	Baton Rouge, LA	VoiceStream GSM I, LLC
KNLG288	B044 - D	Birmingham, AL	VoiceStream GSM II, LLC
KNLF968	B125 - E	El Dorado-Magnolia-Camden, AR	Omnipoint Little Rock-El Dorado E License, LLC
WPOJ734	B125 - C	El Dorado-Magnolia-Camden, AR	VoiceStream GSM I, L.L.C.
WPUD910	B147 - C3	Florence, SC	VoiceStream PCS BTA I License Corporation
KNLH746	B153 - D	Fort Smith, AR	VoiceStream PCS BTA I License Corporation
KNLG729	B152 - F	Ft. Pierce-Vero Beach-Stuart FL	Cook Inlet/VS GSM IV PCS, LLC
KNLF951	B158 - F	Gadsden, AL	VoiceStream GSM II, LLC
WPUD912	B178-C4	Greenwood, SC	VoiceStream PCS BTA I License Corporation
WPUD911	B177-C4	Greenville-Spartanburg, SC	VoiceStream PCS BTA I License Corporation
WPOJ736	B180 - C	Hammond, LA	VoiceStream GSM I, L.L.C.
KNLH748	B182 - D	Harrison, AR	VoiceStream PCS BTA I License Corporation
KNLG759	B193 - D	Hot Springs, AR	VoiceStream PCS BTA I License Corporation
KNLF504	B195 - C1-15	Houma-Thibodaux LA	CIVS IV License Sub I, LLC
KNLF952	B198 - F	Huntsville, AL	VoiceStream GSM II, LLC
KNLG810	B219 - E	Jonesboro-Paragould, AR	VoiceStream PCS BTA I License Corporation
WPOJ738	B236 - C	Lafayette-New Iberia, LA.	VoiceStream GSM I, LLC
KNLG766	B257 - D	Little Rock, AR	VoiceStream PCS BTA I License Corporation
WPSF245	MTA040 -A4	Little Rock, AR	Omnipoint Holdings, Inc.
KNLF947	B271 - F	Macon-Warner Robins, GA	VoiceStream GSM II, LLC
WPOJ808	B304 - C2	Monroe. LA (C2-15)	Cook Inlet/VS GSM VI PCS, LLC
WPUD913	BTA312 - C4	Myrtle Beach, SC	VoiceStream PCS BTA I License Corporation
KNLG777	B348 - D	Pine Bluff, AR	VoiceStream PCS BTA I License Corporation
KNLH347	B367 - E	Quincy, IL-Hannibal, MO	Omnipoint Wichita-E. Hutchinson E License, LLC
KNLG779	B367 - D	Quincy, IL-Hannibal, MO	VoiceStream PCS BTA I License Corporation
KNLG830	B387 - E	Russellville, AR	VoiceStream PCS BTA I License Corporation
KNLF948	B410 - F	Savannah, GA	VoiceStream GSM II, LLC

**Amendment to the Agreement
Between
T-Mobile USA, Inc.
and
BellSouth Telecommunications, Inc.
Dated: May 1, 2003**

Pursuant to this Amendment, (the "Amendment"), T-Mobile USA, Inc. and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Physical Collocation Agreement between the Parties dated May 1, 2003 (Agreement) to be effective date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and T-Mobile USA, Inc. entered into the Agreement on May 1, 2003, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete subsection C. of Section 1.8, Term of the Agreement and replace it with the following:

C. Either Party's request under this Section will, for purposes, be treated as a request under Section 252 of the Act for negotiation received by an incumbent local exchange carrier and will begin the process of voluntary negotiations. If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall continue in full force and effect, on a month-to-month basis, while the Parties are within negotiation/arbitration process outlined in Section 252 of the Telecommunications Act, as may be amended. If the Section 252 process is abandoned, then this Agreement shall automatically renew for additional six (6) month term, unless either Party provides written notice of termination to the other Party at least sixty (60) days prior to the end of the then-current term.

2. All of the other provisions of the Agreement, dated May 1, 2003, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Signature Page

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

BellSouth Telecommunications, Inc.

T-Mobile USA, Inc.

By: *Kristen E. Shore*

By: *[Signature]*

Name: Kristen E. Shore

Name: *Dave Mayo*

Title: Director

Title: *VP Eng & Ops, Finance & Planning*

Date: *5/1/06*

Date: *04/30/2006*

**SECOND AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
T-MOBILE USA, INC.
DATED MAY 1, 2003**

Pursuant this Amendment, (the "Amendment") and BellSouth Telecommunications, Inc., and T-Mobile USA, Inc. hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 1, 2003.

WHEREAS, the BellSouth Telecommunications, Inc. and T-Mobile USA, Inc. entered into the Agreement on May 1, 2003; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete all references to the state of Louisiana from this Agreement.
2. The Parties agree to delete subsection A. of Section III., Term of the Agreement and replace it with the following:

A. The term of this Agreement shall be the Effective Date as set forth above and shall expire as of November 1, 2006. The Agreement shall apply to the BellSouth territory in the states of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina and Tennessee.

3. The Parties agree to delete subsection C of Section III., Term of the Agreement and replace it with the following:

C. Either Party's request under this Section will, for purposes, be treated as a request under Section 252 of the Act for negotiation received by an incumbent local exchange carrier and will begin the process of voluntary negotiations. If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall continue in full force and effect, on a month-to-month basis, while the Parties are within negotiation/arbitration process outlined in Section 252 of the Telecommunications Act, as may be amended. If the Section 252 process is abandoned, then this Agreement shall automatically renew for additional six (6) month term, unless either Party provides written notice of termination to

the other Party at least sixty (60) days prior to the end of the then-current term.

4. The Parties agree to delete subsection C. of Section VII., Non-Local Traffic Interconnection and replace it with the following:

C. If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a third party telecommunications carrier that is uniquely identifiable ("Third Party Carrier"), then BellSouth will bill Carrier and Carrier shall pay a \$.003 per minute intermediary charge for such Intermediary Traffic in addition to any charges that BellSouth may be obligated to pay to the Third Party Carrier (collectively called "Third Party Termination Charges"). Third Party Termination Charges may change during the term of this Agreement, and the appropriate rate shall be the rate in effect when the traffic is terminated. The Parties agree the percentage of Non-Local Traffic delivered to BellSouth by Carrier shall be subject to Intermediary Charges and Third Party Termination Charges. BellSouth shall not deliver Intermediary Traffic to Carrier for termination to a Third Party Carrier, and therefore, Carrier shall not bill BellSouth any intermediary charges. Intermediary Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for Intermediary Traffic transiting BellSouth's network. In addition, Carrier shall not bill BellSouth for Traffic received by BellSouth from an interexchange carrier for delivery to Carrier.

5. The Parties agree to delete subsection F. of Section VIII., Meet Point Billing and replace it with the following:

F. Exchange of records will begin no earlier than ninety (90) days from the later of the date the contract is signed or the date that all necessary information as defined in Section VII.B. above is provided. Once Carrier sets up MPB arrangements for Intermediary Traffic, Intermediary Traffic will be subject to only the \$.003 per minute Intermediary Charge (or such other rate ordered by the state), and Third Party Termination Charge shall not apply. Notwithstanding the foregoing, in the event a Third Party Carrier continues to charge BellSouth for Carriers' Intermediary Traffic, Carrier agrees to keep BellSouth whole for such traffic as stipulated in Section VII.C. above. MPB as described in this Section VIII anticipates that Carrier will enter into interconnection or traffic exchange agreements with Third Party Carriers who terminate traffic originated by Carrier. Carrier will be liable to BellSouth for any charges, costs and fees BellSouth may incur delivering Carrier's Intermediary Traffic.

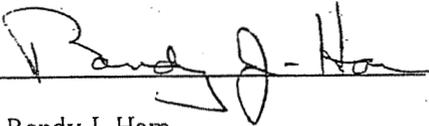
6. All of the other provisions of the Interconnection Agreement, dated May 1, 2003, shall remain in full force and effect.

7. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

T-Mobile USA, Inc.

By: 

By: 

Name: Randy J. Ham

Name: DAVE MAYO

Title: Assistant Director -
Wireless Interconnection

Title: VP Eng. + Ops. Finance + Planning

Date: 4/30/06

Date: 04/30/2006

**Amendment to the Agreement
Between**

**T-Mobile USA, Inc.
and**

**BellSouth Telecommunications, Inc.,
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky,
AT&T Mississippi, AT&T North Carolina, AT&T South Carolina
and AT&T Tennessee
Effective May 1, 2003**

Pursuant to this Amendment, (the "Amendment"), T-Mobile, USA, Inc. ("T-Mobile") and BellSouth Telecommunications, Inc., now d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (collectively, "AT&T"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties effective May 1, 2003 (the "Agreement").

WHEREAS, AT&T and T-Mobile entered into the Agreement effective May 1, 2003, and:

WHEREAS, the Parties desire to amend the Agreement in order to extend the term of the Agreement:

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The term of the Agreement shall be extended three (3) years from the date of T-Mobile's extension request to January 7, 2011.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties may have not yet incorporated into the Agreement or which may be the subject of further review.
4. This Amendment shall be filed with and is subject to approval by the respective State Commissions in which the Agreement has been filed and approved; this Amendment shall be effective upon approval by the respective State Commissions (the "Effective Date").

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

BellSouth Telecommunications, Inc.,
by AT&T Operations, Inc., its authorized agent.

T-Mobile, USA, Inc.

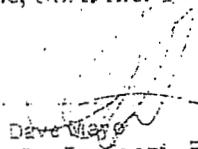
By: _____

Name: Kathy Wilson-Che

Title: Director

Date: _____

By: _____


Name: Vice President - Engineering
Finance, Strategy & Development

Title: _____

Date: _____

**Amendment to the Agreement
Between
T-Mobile USA, Inc.
and
BellSouth Telecommunications, Inc.,
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky,
AT&T Mississippi, AT&T North Carolina, AT&T South Carolina
and AT&T Tennessee
Effective May 1, 2003**

Pursuant to this Amendment, (the "Amendment"), T-Mobile, USA, Inc. ("T-Mobile") and BellSouth Telecommunications, Inc., now d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (collectively, "AT&T"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties effective May 1, 2003 (the "Agreement").

WHEREAS, AT&T and T-Mobile entered into the Agreement effective May 1, 2003, and:

WHEREAS, the Parties desire to amend the Agreement to update the affiliates listed in Attachment A;

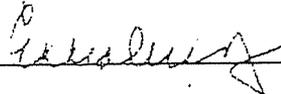
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

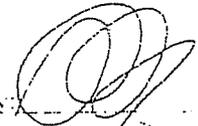
1. Delete from the Agreement Attachment A and replace with Attachment A to this Amendment, which is incorporated herein by reference:
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties may have not yet incorporated into the Agreement or which may be the subject of further review.
4. This Amendment shall be filed with and is subject to approval by the respective State Commissions in which the Agreement has been filed and approved; this Amendment shall be effective the date of the last signature executing the amendment (the "Effective Date").

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

BellSouth Telecommunications, Inc.,
by AT&T Operations, Inc.,
its authorized agent.

T-Mobile USA, Inc.

By: 

By: 

Name: Eddie A. Reed, Jr.

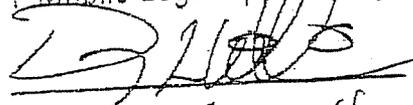
Name: Dave Mayo

Title: Director - Interconnection Agreements

Title: Vice President - Engineering
Finance, Strategy & Development

Date: 12-15-08

Date: _____

T-Mobile Legal Approval By:

10-25-08

Attachment A

AFFILIATES

T-Mobile South LLC
Powertel/Memphis, Inc.
SunCom Wireless Operating Company, L.L.C.

COMMONWEALTH OF KENTUCKY
BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION

In the Matter of:)
)
Petition of BellSouth Telecommunications,) Case No. 2003-00045
Inc. Seeking Resolution of Third Party)
Transit Traffic Issues)

AGREEMENT

This Agreement is made and entered into by and between BellSouth Telecommunications, Inc. ("BellSouth"), the Commercial Mobile Radio Service ("CMRS") providers listed in Exhibit A hereto ("Signatory CMRS Providers"), and the rural independent local exchange carriers listed in Exhibit B hereto ("Rural LECs"), on their own behalf and on behalf of their past, present and future agents, employees, successors, assigns and anyone claiming for the benefit of any of them (collectively referred to as "the Parties").

Whereas, BellSouth has entered into various interconnection agreements with CMRS Providers under which BellSouth has offered and is providing intermediary tandem switching and transport services to such CMRS Providers for the delivery of CMRS Provider Traffic to the Rural LECs' networks for termination.

Whereas, under the "Kentucky Restructured Settlement Plan," BellSouth and the Rural LECs have established interconnection facilities and an interconnection point between their networks, and agreed to contractual terms and conditions pursuant to the "Kentucky Restructured Settlement Plan"; and

Whereas, by this Agreement, the Parties are agreeing to terms, as set forth herein, under which BellSouth may and shall deliver CMRS Provider Traffic, to the extent such traffic is delivered to BellSouth by the CMRS Providers, to the networks of the Rural LECs over the existing facilities referred to above.

Now, therefore, in consideration of the mutual agreements, undertakings and representations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1.00 Definitions

For purposes of this Agreement only, the Parties agree to utilize the definitions set forth in this Section 1.00.

1.01 "Act" refers to the Communications Act of 1934 as amended by the Telecommunications Act of 1996.

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1.02 "CMRS Provider" is a telecommunications carrier providing commercial mobile radio service within the meaning of 47 C.F.R. § 20, et seq.

1.03 "CMRS Provider Traffic" is defined as Telecommunications traffic originated by a subscriber of a CMRS Provider for which BellSouth provides to a Signatory CMRS Provider intermediary tandem switching, and transport (i.e., transit functions) for delivery of such traffic to a Rural LEC for termination on the Rural LEC's network over the facilities established between BellSouth and the Rural LEC for such purposes, according to the terms of this Agreement.

1.04 "Commission" or "KPSC" means the Public Service Commission of the Commonwealth of Kentucky.

1.05 "Covered CMRS Provider Traffic" is defined as CMRS Provider Traffic of a Signatory CMRS Provider for which BellSouth generates and delivers to the terminating-Rural LEC accurate industry standard call detail records identifying the originating CMRS Provider and minutes of use for such CMRS Provider Traffic (currently known as "110101 format message and billing records").

1.06 "Kentucky Restructured Settlement Plan" or "KRSP" is the Order of the Public Service Commission of the Commonwealth of Kentucky dated January 23, 1991, in Phase I of Administrative Case No. 323.

1.07 "Rural LECs" are defined as those local exchange companies ("LECs") as set forth in Exhibit B to this Agreement.

1.08 "Signatory CMRS Providers" are defined as the Commercial Mobile Radio Service Providers as set forth in Exhibit A to this Agreement.

1.09 "Telecommunications" is as defined in the Act.

2.00 Specific Terms

2.01 Pursuant to this Agreement, BellSouth may deliver, for termination, Signatory CMRS Provider Traffic to the Rural LECs' networks in the same manner, and over the same trunking facilities, as established pursuant to the KRSP Plan.

2.02 For purposes of this Agreement, Signatory CMRS Providers are limited to those CMRS providers that possess a CMRS license for CMRS service within a Major Trading Area(s) within Kentucky.

2.03 Reserved For Future Use.

2.04 BellSouth may deliver to the Rural LECs Signatory CMRS Provider Traffic for which BellSouth does not provide industry standard call detail records identifying the originating CMRS Provider and the minutes of CMRS Provider Traffic for each such provider (currently

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Executive Director 

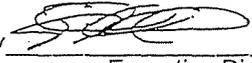
known as "110101 format message billing records") subject to all of the following terms: (a) BellSouth must establish mutually agreeable exchange of data and administrative processes with the Rural LECs to provide complete and accurate documentation of such traffic that will permit the Rural LECs to track, verify, and audit such CMRS Provider Traffic; and (b) the Rural LECs will bill BellSouth (or in those instances where the Rural LEC does not bill BellSouth, BellSouth will provide compensation through the monthly settlement process with that Rural LEC) and BellSouth shall compensate the Rural LECs in the same manner that it compensates the Rural LECs for intrastate access traffic as described in Section 2.01 above, provided, however, that the rate at which such CMRS Provider Traffic is compensated shall be \$0.027 per minute of use following the Effective Date of this Agreement and continuing through December 31, 2005. BellSouth will compensate the Rural LECs at a rate of \$0.022 per minute of use from January 1, 2006 through December 31, 2006. The Rural LECs will adjust the billing for the total traffic over the KRSP facility which is billed (or due through settlements), and due from, BellSouth to account for the minutes of CMRS Provider Traffic that is within the scope of this paragraph. BellSouth shall make payment to the Rural LECs pursuant to this Section 2.04, in immediately available U.S. funds, no later than 30 days after the invoice date. BellSouth shall continue to bill each Signatory CMRS Provider amounts due BellSouth from the Signatory CMRS Provider under the terms of the Interconnection Agreement between BellSouth and the CMRS Provider, including all effective Annexes and Attachments thereto.

2.05 The Rural LECs agree not to seek compensation from a Signatory CMRS Provider for (1) any CMRS Provider Traffic delivered by BellSouth to the Rural LECs pursuant to this Agreement; or (2) any CMRS Provider Traffic delivered by BellSouth to the Rural LECs prior to the Effective Date of this Agreement for which BellSouth compensates or has previously compensated the Rural LECs upon the same terms and conditions required of traffic terminated under the KRSP or on terms which are otherwise agreed to by the Rural LECs.

2.06 Except as required by this Agreement, BellSouth and the Signatory CMRS Providers will treat CMRS Provider Traffic, including Covered CMRS Provider Traffic, consistent with the terms of the respective interconnection agreements between BellSouth and the Signatory CMRS Providers and all effective Annexes and Attachments thereto, including, but not limited to, the network provisioning, transport, termination, and billing and collection of such traffic.

2.07 Beginning on the Effective Date of this Agreement, and ending on December 31, 2005, the Rural LECs shall invoice, and BellSouth shall make payment to the Rural LECs for Covered CMRS Provider Traffic pursuant to this Section in immediately available U.S. funds, no later than thirty (30) days after the invoice date, at a rate of \$0.025 per minute of use unless an interconnection agreement between the Signatory CMRS Provider and the Rural LEC governs pursuant to the provisions and conditions set forth in Section 2.08. Beginning on January 1, 2006 and ending on December 31, 2006, and unless an interconnection agreement between the Signatory CMRS Provider and the Rural LEC governs pursuant to the provisions and conditions set forth in Section 2.08, the Rural LECs shall invoice, and BellSouth shall make payment to the Rural LECs pursuant to this Section for Covered CMRS Provider Traffic in immediately available U.S. funds, no later than thirty (30) days after the invoice date, at a rate of \$0.015 per

2.08 Beginning on January 1, 2006 and ending on December 31, 2006, and unless an interconnection agreement between the Signatory CMRS Provider and the Rural LEC governs pursuant to the provisions and conditions set forth in Section 2.08, the Rural LECs shall invoice, and BellSouth shall make payment to the Rural LECs pursuant to this Section for Covered CMRS Provider Traffic in immediately available U.S. funds, no later than thirty (30) days after the invoice date, at a rate of \$0.015 per

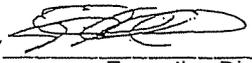
By  Executive Director

minute of use. Subject to the audit provisions set forth below in this subsection, the Signatory CMRS Providers and the Rural LECs agree to accept BellSouth's measurement of minutes of use and industry standard call detail records as the basis for the billing from and compensation to the Rural LECs for Covered CMRS Provider Traffic as set forth in this Section. Notwithstanding the foregoing, any party may request an audit of such measurements within twelve months of the applicable billing date. The Rural LECs will deduct the minutes of use for Covered CMRS Provider Traffic described in this Section from the total KRSP facility minutes of use which is billed to (or due through settlements), and due from, BellSouth. Beginning on the Effective Date of this Agreement and through the period ending on December 31, 2006, the Signatory CMRS Providers shall compensate BellSouth for Covered CMRS Provider Traffic at a rate of \$0.015 per minute of use, unless an interconnection agreement between the Signatory CMRS Provider and the Rural LEC governs pursuant to the provisions and conditions set forth in Section 2.08. BellSouth shall continue to bill each Signatory CMRS Provider amounts due BellSouth from the Signatory CMRS Provider for transit functions performed by BellSouth under the terms of the interconnection agreement between BellSouth and the Signatory CMRS Provider, including all effective Annexes and Attachments.

2.08 Nothing herein shall affect, modify, or supercede any existing interconnection agreement between a Signatory CMRS Provider and a Rural LEC. Such existing interconnection agreements shall continue in full force and effect in accordance with the existing terms and conditions contained in such agreements. Nothing herein shall affect any Party's right to seek interconnection with any carrier, including with a carrier that is a Party to this Agreement, or preclude any Party from negotiating an interconnection agreement with another Party consistent with Sections 251 and 252 of the Act. Moreover, in the event that a Signatory CMRS Provider and a Rural LEC execute an interconnection agreement after the Effective Date of this Agreement, such agreement shall supersede the rights and obligations set forth in this Agreement only to the extent the interconnection agreement specifically provides for the termination of CMRS Provider Traffic otherwise covered by this Agreement.

2.09 This Agreement applies solely to the Telecommunications traffic specifically defined within the scope of this Agreement. As such, the terms of this Agreement do not apply to any other facilities, any other traffic that is switched or transported over any other facilities, or to traffic of any carrier that is not a CMRS Provider. For any other CMRS Provider Traffic that BellSouth delivers to a Rural LEC for termination that is not covered under Sections 2.04 and 2.07 of this Agreement (i.e., traffic from a CMRS Provider that is not a signatory to this Agreement), BellSouth agrees to compensate the Rural LECs for such traffic during the term of this Agreement under the same terms and conditions as traffic terminated by BellSouth under the KRSP.

2.10 For Covered CMRS Provider Traffic, BellSouth is responsible for providing the appropriate terminating Rural LEC accurate industry standard call detail records identifying the originating CMRS Provider and the minutes of CMRS Provider Traffic for each such provider (currently known as "110101 format message and billing records"). BellSouth will provide such records to the terminating Rural LEC not later than 60 days after such usage occurs. The Signatory CMRS Providers are responsible for providing to BellSouth complete and

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accurate information regarding the billing address and billing contacts for the Signatory CMRS Providers. BellSouth will provide its billing address and contact information to the Rural LECs.

2.11 The terms and conditions set forth in this Agreement only apply on and after the Effective Date of this Agreement. With respect to the Signatory CMRS Providers, BellSouth agrees not to seek any additional compensation from a Signatory CMRS Provider for any Covered CMRS Provider Traffic for which BellSouth has paid, or has agreed to pay, the Rural LECs prior to the Effective Date of this Agreement.

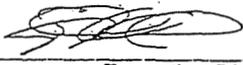
2.12 Any undisputed charges incurred pursuant to this Agreement that are not timely paid by BellSouth to the Rural LECs, or are not timely paid by a Signatory CMRS Provider to BellSouth, will accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law. The Parties agree that interest shall accrue and be paid on all overdue disputed amounts that are resolved in favor of the non-disputing party.

3.00 Term and Termination of the Agreement

3.01 This Agreement will become effective on the first calendar day of the month following KPSC approval (the "Effective Date"). This Agreement has an absolute termination date of December 31, 2006 regardless of, and in addition to, any other provisions herein under which this Agreement may be terminated by any Party. Therefore, all duties, rights, and obligations hereunder terminate on December 31, 2006. BellSouth and the Rural LECs shall commence no later than January 1, 2006 the negotiation of interconnection agreements as may be necessary to govern BellSouth's provision of transit service defining the relative rights and responsibilities between BellSouth and the Rural LECs with respect to any continuing CMRS provider traffic terminated to the Rural LECs. In the event that any Signatory CMRS provider desires to continue to route CMRS Provider Traffic destined for the Rural LECs through BellSouth's network after the expiration of this Agreement, the Signatory CMRS provider must initiate interconnection negotiations with the Rural LECs consistent with Section 251 and Section 252 of the Act by no later than January 1, 2006. Such negotiations, which may include but are not limited to rates, terms, and conditions of interconnection between and among the Parties, shall be conducted in good faith. In the event such negotiations are unsuccessful and the Commission is asked to arbitrate any open issues, the Parties shall submit to the arbitration processes and deadlines as set forth in Section 252(b) of the Act to settle any open issues relating to interconnection and compensation arrangements between and among the Parties. For purposes of determining all deadlines related to the negotiation and arbitration pursuant to this Section, the request date for all negotiations shall be deemed to be January 1, 2006 unless the actual request date for negotiations under Section 251 and 252 of the Act is earlier. The Parties agree that this Agreement will not prejudice the negotiations in any way.

3.02 In the event of Default by a Party, as defined below in this subsection, any of the non-defaulting Parties may terminate any and all terms and conditions of this Agreement with respect to the defaulting Party provided that a non-defaulting Party seeking termination with respect to the defaulting Party notifies the defaulting Party and the KPSC and any other affected

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Executive Director

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Party in writing of the Default, the defaulting Party does not cure the alleged Default with thirty (30) days after receipt of such written notice, and the KPSC consents to the termination. With respect to a Defaulting Party, Default is defined as: (a) that Party's material breach of any of the material terms of this Agreement, including the compensation terms; or (b) any aspect of a Party's operations or actions that are determined by a court with proper jurisdiction or the Commission to be unlawful or not authorized.

3.03 The Parties agreement to the terms and conditions of this Agreement related to the network arrangement for CMRS Provider Traffic, including specifically, but not limited to, BellSouth's provision of tandem switching of CMRS Provider Traffic and the delivery of that CMRS Provider Traffic to the Rural LECs over the same trunks that BellSouth uses to deliver its own interexchange service traffic, and compensation arrangements between and among the Parties for the Rural LEC's termination of such CMRS Provider Traffic, is a voluntary arrangement and represents a compromise between and among the Parties for the limited purpose of this Agreement, and does not create and should not be construed to create any obligations that do not otherwise apply to any Party. Notwithstanding the terms and conditions set forth in this Agreement, each Party has the right, at its sole discretion, to modify its network (including but not limited to the right to design and deploy its own network and facilities, upgrade its network, modify its end office and tandem switching hierarchy and/or architecture, modify trunking arrangements with other carriers, install new equipment or software, maintain its network, determine and designate the tandem switch(es) which its end offices will subtend for any traffic), except that the Parties agree for the limited term during which this Agreement remains in place between and among the Parties, they will not make any such modifications which materially alter, interfere with, disrupt, or discontinue the ability of the Signatory CMRS Providers to deliver CMRS Provider Traffic to the Rural LECs via BellSouth's network. This agreement to commit to keep in place these network arrangements for the limited term of this Agreement does not affect any Party's right to modify such arrangements following the term of this Agreement.

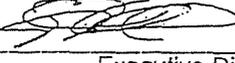
3.04 The Parties understand and agree that this Agreement will be filed with the Commission in Docket No. 2003-00045. The Parties agree that they will support approval of this Agreement before the Commission in settlement of such Docket as it relates to the issues in this Agreement.

4.00 No Waiver

4.01 The Parties agree that this Agreement represents a voluntary arrangement and compromise between and among the Parties, including the terms and conditions for compensation, and any compensation terms hereunder should not be construed as the agreement of any Party as to the appropriateness of such level of compensation.

4.02 Nothing in this Agreement shall be construed to create legal obligations or requirements for the Parties that do not otherwise apply. Nothing in this Agreement shall be construed as a waiver by any of the Parties of any of the rights afforded, or obligations imposed, by Sections 251 or 252 of the Act. The terms of the arrangements set forth in this Agreement shall not prejudice the outcome of any subsequent interconnection negotiations or arbitrations.

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between or among the Parties or any Commission arbitration.

4.03 Nothing in this Agreement shall preclude any Party from participating in any Commission proceeding or proceeding before the Federal Communications Commission ("FCC") relating to any issue, including matters specifically related to the subject matter of this Agreement or from petitioning the Commission or the FCC to resolve any issue, including matters specifically related to the subject matter of this Agreement. The Parties reach this Agreement without waiving or prejudicing any positions they have taken previously, or may take in the future, in any judicial, legislative, regulatory, or other public forum addressing any matters, including matters specifically related to; or other types of arrangements prescribed in, this Agreement.

5.00 Warranties

5.01 The Parties represent and warrant that they have the sole right and exclusive authority to execute this Agreement and to make or receive payments hereunder.

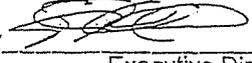
5.02 The Parties represent and warrant that they have fully read and understand the terms of this Agreement, and have freely and voluntarily executed this Agreement. The Parties represent and warrant that they enter into this Agreement without reliance upon any statement, inducement, promise or representation of the other Party or anyone else not fully expressed herein.

5.03 The Parties agree that the terms and conditions set forth herein will be made available on a nondiscriminatory basis to any CMRS Provider in Kentucky that becomes similarly situated to the Signatory CMRS Providers, provided that such similarly situated CMRS Providers agree to the terms of this Agreement. BellSouth shall provide written notice to the Rural LECs at least 30 days prior to any additional CMRS Provider becoming a party to this Agreement. This Agreement will be amended to include such additional CMRS Providers.

5.04 The Parties agree that in the event that the KPSC or the FCC renders an effective decision establishing the rights and obligations of the originating, terminating and intermediary carriers, then upon request of any Party hereto, the Parties will renegotiate all of the terms and conditions of this Agreement to be consistent with all controlling laws and regulations. In the event that the Parties are unable to reach a new agreement for alternative arrangements, the affected Parties shall petition the KPSC to determine the rights and obligations of the Parties. The effective date of any new agreement will be mutually agreed by the Parties or determined by the KPSC.

6.00 Entire Agreement and Successors in Interest

6.01 This Agreement reflects the entire agreement and understanding between the Parties with respect to the scope of the subject matters-addressed herein, superseding all prior agreements, arrangements, understandings, communications, representations or warranties, both oral and written, related to the subject matter hereof, and shall be binding upon and inure to the

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Executive Director

benefit of the executors, administrators, personal representatives, heirs, assigns, and successors of each Party.

7.00 Severability of Provisions

7.01 The Parties agree that any provision of this Agreement, which is or becomes prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. In the event of the prohibition or unenforceability of any provision of this Agreement in any jurisdiction, the Parties agree to negotiate in good faith to revise such provision to accomplish the intent of the Parties in a manner permissible and enforceable within such jurisdiction.

8.0 Governing Law

8.01 This Agreement including all matters of construction, validity and performance shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without giving effect to the choice of law or conflicts of law provisions thereof.

9.0 Additional Documents and Negotiations

9.01 The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement, including, but not limited to, resolving any and all operational issues associated with the implementation of this Agreement.

9.02 Upon execution of this Agreement, the Parties agree to work cooperatively to identify and resolve any other issues associated with the delivery of traffic between the Parties that is within the scope of this Agreement.

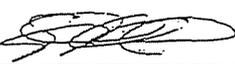
10.0 Counterparts

10.01 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.0 Dispute Resolution

11.01 Any dispute between or among any of the Parties regarding the interpretation or enforcement of this Agreement, or any of its terms and conditions, shall be addressed by good faith negotiation between and among the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, any Party to the dispute may initiate appropriate action at the KPSC to resolve the dispute. Pending such resolution, all the terms and conditions of this Agreement shall remain in full force and effect and the Parties shall continue to perform the services described in this Agreement.

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OFFICE OF THE
EXECUTIVE DIRECTOR
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By 
Executive Director

IN WITNESS THEREOF, the Parties have fully executed this Agreement as of _____, 2004.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

Title: AVP ICS Marketing

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OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
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By _____

Executive Director

EXHIBIT A
Signatory CMRS Providers

AMERICAN CELLULAR CORPORATION
f/k/a ACC KENTUCKY LICENSE LLC

By: _____

Timothy J. Duffy

Title: Sr. Vice President & CTO

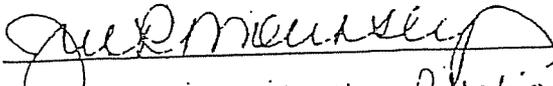
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OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: _____

Executive Director

EXHIBIT A
Signatory CMRS Providers

AT&T WIRELESS PCS, LLC, on behalf of itself
and its affiliate, Tritel Communications, Inc.

By: 
Title: Director - Industry Relations

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OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
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By 
Executive Director

EXHIBIT A
Signatory CMRS Providers

BELLSOUTH MOBILITY LLC d/b/a CINGULAR
WIRELESS and BELLSOUTH PERSONAL
COMMUNICATIONS LLC d/b/a CINGULAR
WIRELESS

By: Michael J. VanWinkle

Title: Director - semi-Network

Handwritten initials: M, J, VanWinkle

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By 
Executive Director

EXHIBIT A
Signatory CMRS Providers

SPRINT SPECTRUM L.P., on behalf of itself
and SprintCom, Inc., d/b/a SPRINT PCS

By: W. Brian Moran

Title: Vice President - External Affairs

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EFFECTIVE
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PURSUANT TO 807 KAR 5:011
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By: 
Executive Director

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: *Harold E. Larkin*

Title: *General Manager*

BRANDENBURG TELEPHONE COMPANY, INC.

By: _____

Title: _____

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

COALFIELDS TELEPHONE COMPANY, INC.

By: _____

Title: _____

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OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
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By: *[Signature]*
Executive Director

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

BRANDENBURG TELEPHONE COMPANY, INC.

By: *William A. Mitchell*

Title: *General Manager*

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

COALFIELDS TELEPHONE COMPANY, INC.

By: _____

Title: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
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By: *[Signature]*
Executive Director

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

BRANDENBURG TELEPHONE COMPANY, INC.

By: _____

Title: _____

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By:  _____

Title: Exec Vice President / CEO

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

COALFIELDS TELEPHONE COMPANY, INC.

By: _____

Title: _____

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OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By:  _____
Executive Director

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

BRANDENBURG TELEPHONE COMPANY, INC.

By: _____

Title: _____

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: *[Signature]*

Title: CEO/GM

COALFIELDS TELEPHONE COMPANY, INC.

By: _____

Title: _____

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EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: *[Signature]*
Executive Director

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

BRANDENBURG TELEPHONE COMPANY, INC.

By: _____

Title: _____

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

COALFIELDS TELEPHONE COMPANY, INC.

By: Jane C. Minkert

Title: Vice President

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EFFECTIVE
05/01/2004
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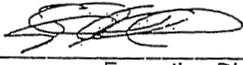
By: 
Executive Director

EXHIBIT B

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: [Signature]

Title: [Signature]

LOGAN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

MOUNTAIN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

NORTH CENTRAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

PEOPLES RURAL TELEPHONE COOPERATIVE

By: _____

Title: _____

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EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: [Signature]
Executive Director

EXHIBIT B

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

LOGAN TELEPHONE COOPERATIVE, INC.

By: Gregory A. Dale

Title: GM - Executive Vice President

MOUNTAIN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

NORTH CENTRAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

PEOPLES RURAL TELEPHONE COOPERATIVE

By: _____

Title: _____

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OF KENTUCKY
EFFECTIVE
05/01/2004
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SECTION 9 (1)

By: 
Executive Director

EXHIBIT B

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

LOGAN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

MOUNTAIN TELEPHONE COOPERATIVE, INC.

By: WA Hillum

Title: General Manager

NORTH CENTRAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

PEOPLES RURAL TELEPHONE COOPERATIVE

By: _____

Title: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: 
Executive Director

EXHIBIT B

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

LOGAN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

MOUNTAIN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

NORTH CENTRAL TELEPHONE COOPERATIVE, INC.

By:  _____

Title: President & CEO

PEOPLES RURAL TELEPHONE COOPERATIVE

By: _____

Title: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By:  _____
Executive Director

EXHIBIT B

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

LOGAN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

MOUNTAIN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

NORTH CENTRAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

PEOPLES RURAL TELEPHONE COOPERATIVE

By: Kith Abbey

Title: Manager

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: [Signature]
Executive Director

EXHIBIT B

SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORP., INC.

By: 

Title: GENERAL MANAGER

THACKER-GRIGSBY TELEPHONE COMPANY, INC.

By: _____

Title: _____

WEST KENTUCKY RURAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: 
Executive Director

EXHIBIT B

SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

THACKER-GRIGSBY TELEPHONE COMPANY, INC.

By: Robert C. Thacker

Title: P. Sec.

WEST KENTUCKY RURAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: [Signature]
Executive Director

EXHIBIT B

SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

THACKER-GRIGSBY TELEPHONE COMPANY, INC.

By: _____

Title: _____

WEST KENTUCKY RURAL TELEPHONE COOPERATIVE, INC.

By: Jim K. [Signature]

Title: CEO

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: [Signature]
Executive Director

EXHIBIT B

LESLIE COUNTY TELEPHONE COMPANY

By: [Signature]

Title: Agent, Director - Comm. Pilotage

LEWISPORT TELEPHONE COMPANY

By: [Signature]

Title: Agent, Director - Comm. Pilotage

SALEM TELEPHONE COMPANY

By: [Signature]

Title: Agent, Director - Comm. Pilotage

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: [Signature]
Executive Director

EXHIBIT B

ALLTEL KENTUCKY, INC.

By: Stephen J. Rowan

Title: J. P.
4-26-04

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

BRANDENBURG TELEPHONE COMPANY, INC.

By: _____

Title: _____

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

PUBLIC SERVICE COMMISSION
 OF KENTUCKY
 EFFECTIVE
 05/01/2004
 PURSUANT TO 807 KAR 5:011
 SECTION 9 (1)

By: [Signature]
 Executive Director

EXHIBIT A
Signatory CMRS Providers

CELLCO PARTNERSHIP d/b/a VERIZON
WIRELESS

GTE WIRELESS of the MIDWEST INCORPORATED
d/b/a VERIZON WIRELESS

KENTUCKY RSA NO. 1 PARTNERSHIP d/b/a
VERIZON WIRELESS

By CELLCO PARTNERSHIP, its general partner

By:  ON BEHALF
OF TOWY MELONE

Title: EXECUTIVE PARTNER WIRELESS

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: 
Executive Director

EXHIBIT A
Signatory CMRS Providers

NTCH

By: 

Title: OPERATION MANAGER

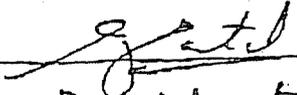
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: 

Executive Director

EXHIBIT A
Signatory CMRS Providers

COMSCAPE COMMUNICATIONS, INC.

By: 

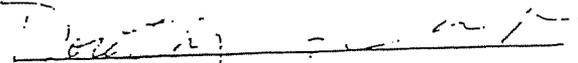
Title: President

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: 
Executive Director

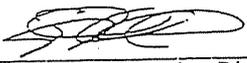
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the individuals on the attached Service List by mailing a copy thereof, this 28th day of April 2004.



Dorothy J. Chambers

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 

Executive Director

EXHIBIT B

ALLTEL KENTUCKY, INC.

By: Steph B. Kowen

Title: Jr. J. P.

4-26-04

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

BRANDENBURG TELEPHONE COMPANY, INC.

By: _____

Title: _____

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: [Signature]
Executive Director

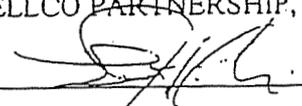
EXHIBIT A
Signatory CMRS Providers

CELLCO PARTNERSHIP d/b/a VERIZON
WIRELESS

GTE WIRELESS of the MIDWEST INCORPORATED
d/b/a VERIZON WIRELESS

KENTUCKY RSA NO. 1 PARTNERSHIP d/b/a
VERIZON WIRELESS

By CELLCO PARTNERSHIP, its general partner

By:  ON BEHALF
OF TONY MELORE

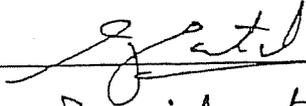
Title: Executive Partnership Director

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By 
Executive Director

EXHIBIT A
Signatory CMRS Providers

COMSCAPE COMMUNICATIONS, INC.

By: 

Title: President

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

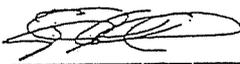
By: 
Executive Director

EXHIBIT A
Signatory CMRS Providers

NTCH

By:  _____

Title: Operation Manager

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By  _____
Executive Director

EXHIBIT A
Signatory CMRS Providers

T-MOBILE USA, Inc.

By: 

Title: Sr. Vice President & General Counsel

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
05/01/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By: 
Executive Director

C

Thompson, Stephen

To: Depp,Tip
Subject: RE: Ballard April 2011 CABS Access Invoice

From: Stephen Jones [mailto:sjones@brtc.net]
Sent: Monday, May 09, 2011 2:42 PM
To: Depp,Tip
Subject: FW: Ballard April 2011 CABS Access Invoice

From: PITARD, JOE (ATTSI) [mailto:jp6837@att.com]
Sent: Friday, May 06, 2011 5:06 PM
To: sjones@brtc.net
Cc: BROZYNSKI, JOE (ATTSI); MADDOX JR., ELON W (ATTSI)
Subject: Ballard April 2011 CABS Access Invoice

Mr. Jones,

AT&T Kentucky is in receipt of Ballard's April Invoice(s) dated April 10, 2011 in the amount of \$37,267.74 (Net). On this invoice, Ballard Rural Telephone issued credits for CMRS traffic totaling 311,834 minutes of use. AT&T's analysis of the EMI records provided to Ballard Rural Telephone shows 447,538 minutes of use in the amount \$ 63,595.15 should be credited on the amount billed to AT&T KY. Of this amount, AT&T believes that 99,075 minutes of use originated from Halo Wireless. We share your concerns about this traffic, but we do not agree that your calculations for this traffic are correct for IntraLATA toll compensation under the terms of the KY KSRP order. Therefore, AT&T Kentucky disputes 99,075 MOUs in the amount of \$ 14,078.56 and has deducted this amount from its payment to Ballard Rural Telephone. If Ballard Rural Telephone would like to join AT&T Kentucky in its efforts to address these concerns with Halo or the Kentucky Public Service Commission, let us know.

Joe Pitard

Sr. Financial Analyst

AT&T Wholesale Finance

205-321-2745

Email: Joe.Pitard@att.com

To: Kentucky ILEC – Brandenburg Telephone Company

From : Joe Pitard, AT&T

Date: March 25,2011

Subject: Halo Wireless (OCN 429F)

It has come to our attention that a new Meet Point Billing Wireless Carrier, **Halo Wireless (OCN 429F)** is now providing service in Kentucky. Since they do provide EMI 110101 records, their usage is included in the monthly wireless records provided by AT&T-KY. We believe that your most recent Access Invoice contains terminating Halo usage that should be removed.

In an effort to provide assistance regarding contact information at Halo Wireless, we have provided the following which should allow your company to properly bill Halo Wireless for their Terminating usage.

Carrier's Contact Information	Official Notice Information
Name	Todd Wallace
Title	CTO
Addr1 (Street Address)	3437 W. 7 th Street
Addr2 (Room No., Suite, etc.)	Box 127
City, State, Zip Code	Fort Worth, TX 76107
Phone Number	682-551-3797
Fax Number	817-338-3777
Email Address	twallace@halowireless.com

We withheld payment of \$ 55,181.81 based on overpayment for 278,696 MOUs (\$.1980 per MOU) last month . Our EMI totals indicated Halo terminated 251,584 MOUs to BBTEL in January and 398,531 in February. We are providing a credit for the difference in MOUs (27,112 @ .198 or \$5,368) for January and crediting AT&T for \$71,297 (398,531@ \$.1789) for February Halo Wireless MOUs.

Please contact Halo Wireless and bill them for their terminating usage. AT&T-KY will provide credits for Halo Wireless usage as long as it appears in your Access bills.

E

Dinsmore & Shohl LLP
ATTORNEYS

John E. Selent
502-540-2315
john.selent@dinslaw.com

March 28, 2011

Halo Wireless, Inc.
Attn: Interconnection Manager/Legal Dept.
3437 West Seventh Street, Suite 127
Fort Worth, TX 76107

Re: Interconnection Agreement with Brandenburg Telephone Company

Dear Sir/Madam:

We are counsel to Brandenburg Telephone Company ("Brandenburg Telephone").

It has come to our attention that, in January and February of 2011, Halo Wireless ("Halo") used AT&T's network to quietly send more than 568,000 minutes of traffic for termination on Brandenburg Telephone's network. We have reason to believe that this practice is continuing in nature.

Halo has made no effort to establish the appropriate interconnection agreement ("ICA") for the exchange of this traffic with Brandenburg Telephone. Halo has also failed to compensate Brandenburg Telecom for the termination of this and any future traffic.

Applying the rate approved by the Kentucky PSC (\$.005040/MOU) to traffic terminated by Halo Wireless to date (568,772 MOU in January and February of 2011), Halo Wireless owes Brandenburg Telephone \$3,851.33 for the termination of the traffic delivered in January and February of 2011.

In order to resolve this matter, Halo must promptly do the following:

1. Execute an ICA with Brandenburg Telephone, effective on the date traffic was first delivered by Halo Wireless. Brandenburg Telephone is willing to use its existing agreement with T-Mobile (subject to an appropriate modification of the traffic factors therein) as a template for the ICA with Halo.

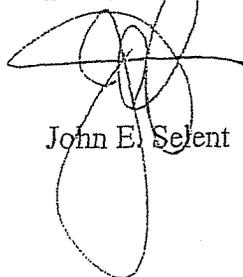
2. Establish a dedicated facility for the exchange of traffic. Consistent with the PSC's decision, a DS-1 is appropriate given the current volume of traffic.
3. Compensate Brandenburg Telephone for the traffic termination services it has provided through the date an ICA is executed. (This amount grows daily. Likewise, if we discover that Halo has terminated traffic to Brandenburg Telephone since before January of 2011, the total due to Brandenburg Telephone may be greater than \$3,851.33.)

We hope to resolve this matter promptly and without the need to resort to the Public Service Commission of the Commonwealth of Kentucky. Accordingly, please contact us within the next two weeks to arrange for execution of an Interconnection Agreement and payment of the outstanding balance.

Thank you.

Very truly yours,

DINSMORE & SHOHL LLP

A handwritten signature in black ink, appearing to read "John E. Selent", is written over the typed name. The signature is stylized with loops and a horizontal line crossing through the middle.

John E. Selent

JES/KRH/ksc

Cc: Edward T. Depp, Esq.

F

Dinsmore & Shohl LLP
ATTORNEYS

John E. Selent
502-540-2315
john.selent@dinslaw.com

April 21, 2011

John Marks
General Counsel
Halo Wireless, Inc.
3437 West Seventh Street, Suite 127
Fort Worth, TX 76107

**Re: Interconnection Agreement with South Central Rural Telephone
Cooperative Corp., Inc.**

Dear Sir/Madam:

We are counsel to South Central Rural Telephone Cooperative Corporation, Inc. ("South Central"). Please be advised this letter is a formal and bona fide request for interconnection pursuant to 47 U.S.C. 251.

It has come to our attention that Halo Wireless ("Halo") has made arrangements with AT&T Kentucky to deliver traffic through AT&T's network for termination to South Central's network. We have reason to believe that this practice is continuing in nature.

Halo has made no effort to establish the appropriate interconnection agreement ("ICA") for the exchange of this traffic with South Central. Halo has also failed to compensate South Central for the termination of this traffic as well as any future traffic that it may seek to deliver.

In order to resolve this matter, Halo must promptly do the following:

1. Execute an ICA with South Central, effective on the date traffic was first delivered by Halo. South Central is willing to use its existing agreement with T-Mobile (subject to an appropriate modification of the traffic factors therein) as a template for the ICA with Halo.
2. Compensate South Central for the traffic termination services it has provided through the date an ICA is executed. (This amount grows daily.)

Halo Wireless, Inc.
April 21, 2011
Page 2

We hope to resolve this matter promptly and without the need to resort to the Public Service Commission of the Commonwealth of Kentucky. Accordingly, please contact us within the next two weeks to arrange for execution of an Interconnection Agreement and payment of the outstanding balance.

Thank you.

Very truly yours,

DINSMORE & SHOHL LLP

A handwritten signature in black ink, appearing to read "John E. Selent". The signature is stylized, with a large, looped initial "J" and a distinct "S" at the end.

John E. Selent

JES/KRH/ksc

cc: Edward T. Depp, Esq.

4



3437 W. 7th Street, Suite 127, Fort Worth, TX 76107

March 31, 2011

Mr. John E. Selent
101 S. Fifth Street, Suite 2500
Louisville, KY 40202-3175

RE: Brandenburg Telephone Company

Dear Mr. Selent:

I am general counsel for Halo Wireless, Inc. Please direct all further communications regarding Halo to me. This is in response to your letter to Halo dated March 28, 2011.

Please be advised that Halo Wireless, Inc. has not requested and does not request negotiations or any change to the current bill and keep arrangement which exists as between the parties. It appears that you do desire to change the *status quo*.

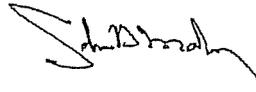
It is not clear from your letter how you wish to proceed. You may be seeking to negotiate an agreement pursuant to § 251(a) of the Communications Act. If that is the case, please so state, and we can proceed solely on that basis. If you are an ILEC and desire to exercise the option afforded by FCC rule 20.11(e), then we will implement the requirements of the rule. Once you properly invoke rule 20.11(e) the parties will apply the negotiation and arbitration procedures in the Act and negotiate terms implementing your duties under § 251(b) and (c) of the Act.

At this point, we do not believe that you have properly invoked FCC rule 20.11(e) if that was your intent. The rule expressly requires two things. First the ILEC must request interconnection. Second, the ILEC must expressly invoke the negotiation and arbitration procedures in § 252. Your request does not adequately specify, request or invoke each of these separate requirements. If and to the extent you wish to seek state-level arbitration should the parties not reach a complete set of terms then you are required to request that Halo submit to state-level arbitration at some point prior to the date you file a state-level petition for arbitration.

Despite the notice in this letter that if you were attempting to implement rule 20.11(e) you did not correctly or adequately do so, we are certainly willing to discuss this matter with you at this time to resolve the problem, to gain a better understanding of what it is you seek, and to possibly iron out any differences we might have regarding our respective rights under the law and FCC rules. We are also willing to discuss substance (including but not limited to § 251(b) and (c) matters), but any such discussions will be without waiver of our contentions. We can also explore other possibilities and

contexts in which the parties can come to a voluntary and complete resolution of all issues. If this is of interest to you let me know and we can arrange a conference call with you, our business/technical people and our outside counsel at any time mutually convenient to all of us.

Sincerely,

A handwritten signature in black ink, appearing to read "John Marks", written in a cursive style.

John Marks
General Counsel
jmarks@halowireless.com

H



2351 W. Northwest Hwy, Suite 1204, Dallas, TX 75220

May 3, 2011

Mr. John E. Selent
101 S. Fifth Street, Suite 2500
Louisville, KY 40202-3175

RE: South Central Rural Telephone Cooperative Corp., Inc.

Dear Mr. Selent:

I am general counsel for Halo Wireless, Inc. Please direct all further communications regarding Halo to me. This is in response to your letter to Halo dated April 21, 2011.

Please be advised that Halo Wireless, Inc. has not requested and does not request negotiations or any change to the current no compensation-arrangement which exists between the parties. Halo has no duty to do so, nor is there any duty or responsibility to pay any compensation to South Central at this time. Finally, Halo has no legal obligation to "promptly" do either of the two things you demand in your letter. If South Central desires to change the *status quo* going-forward, then it has the right to start a process for that to occur. But your client must execute all required steps and properly invoke its rights; it has not done so.

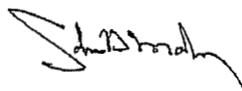
We cannot tell from your letter precisely what rights your client is attempting to assert or how it desires to proceed. You may be seeking to negotiate an agreement pursuant to § 251(a) of the Communications Act. If that is the case, please so state, then we can proceed solely on that basis. If your client is an ILEC and desires to exercise the option afforded by FCC rule 20.11(e), then we will of course abide by the requirements of the rule.. Satisfaction of the rule's requirements by your client is a necessary prerequisite for us to proceed.

At this point, we do not believe that you have properly invoked FCC rule 20.11(e), if that was your intent. The rule expressly requires two things. First, the ILEC must request interconnection. Second, the ILEC must expressly invoke the negotiation and arbitration procedures in § 252. Although your letter asserts it is a "request for interconnection" you do not tie it to rule 20.11(e) and you do not actually request interconnection. Further and more important, your letter does not "invoke the negotiation and arbitration procedures contained in section 252 of the Act." After South Central does both of those things the parties will begin the § 252 process. If, and to the extent the parties do not reach a complete set of terms, and your client chooses to seek state-level arbitration, then you are required to formally request that Halo submit to said state-level

arbitration. This request must be made at some point prior to the date you file a state-level petition for arbitration.

If and when your clients properly invoke rule 20.11(e), the parties will operate in accordance with the Act's negotiation and arbitration procedures and negotiate terms that implement South Central's duties under § 251(b) and (c).. Be advised that Halo will not agree to negotiate or enter terms "without regard to the standards set forth in subsections (b) and (c) of section 251." Further, Halo does not agree to limit negotiation topics to only § 251(b)(5) reciprocal compensation; We will seek terms relating to jointly provided exchange access, and implementing South Central's duties under § 251(b)(1)-(4) and § 251(c)(2), (4), (5) and (6). As a part of this process, Halo will ensure that any prices comport with the cost requirements in § 224 and 252(d). To that end we will seek cost and network information that you will be required to provide under 47 C.F.R. § 51.301(c). Despite the notice in this letter that, if you were attempting to implement rule 20.11(e) you did not correctly or adequately do so, we are certainly willing to discuss the matter with you at this time to resolve the problem. We offer to try and gain a better understanding of what it is you seek, and to possibly iron out any differences we might have regarding our respective rights under the law and FCC rules. We are also willing to discuss substance, including, but not limited to, § 251(b) and (c) matters. All of these discussions will be conducted without waiver of our contentions. We can also explore other possibilities and contexts in which the parties can come to a voluntary and complete resolution of all issues. If this is of interest to you, let me know. We can arrange a conference call with you, our business/technical people, and our outside counsel at any time mutually convenient to all of us.

Sincerely,



John Marks
General Counsel
jmarks@halowireless.com

Honorable John E Selent
Attorney at Law
Dinsmore & Shohl, LLP
101 South Fifth Street
Suite 2500
Louisville, KENTUCKY 40202

Tony A Taylor
BellSouth Telecommunications, LLC dba AT&T
601 W. Chestnut Street
4th Floor East
Louisville, KY 40203