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Office of Commission Clerk Official Filing

Ruth Nettles

Ruth Nettles				
From: Sent: To: Cc: Subject:	Holland, Robyn P [Monday, March 31, Filings@psc.state. Jeff Bates; Hollanc 080118-TP : AT&T	, 2008 3:57 PM fl.us	ne Amendment	
Attachments:	9100C_Sc.pdf			080118
9100C_Sc.pdf (1 MB)				
Original Mess From: Holland, Rob Sent: Monday, Marc To: Holland, Robyr Subject: 9100C Sca	oyn P ch 31, 2008 4:0 1 P	7 PM		
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Sent by: Number of pages Document type: Attachment File		HOLLAND, ROBYN <: 29 B/W Document Adobe PDF	cobyn.holland@bell	south.com>
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DOCUMENT NUMBER-DATE

FPSC-COMMISSION CLERK



AT&T Florida 150 South Monroe Street Suite 400 Tallahassee, FL 32301 T: 850.577.5555 F: 850.222.8640 www.att.com

March 31, 2008

Mrs. Ann Cole Director, Division of the Commission Clerk and Administrative Services Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, Florida 32399

Re: 080118-TP Approval of one amendment, and Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Cellco Partnership d/b/a Verizon Wireless Personal Communications, LP

Dear Mrs. Cole:

Please use this cover to correct the company name to Cellco Partnership d/b/a Verizon Wireless Personal Communications, LP d/b/a Verizon Wireless. Additionally, this cover serves as cover for the attached amendment that should also be filed in this docket.

If you have any questions please do not hesitate to contact Robyn Yant at (850) 577-5551.

Very truly yours,

or Jerry D. Hendrix

Regulatory Vice President

V S A Proud Sponsor of the U.S. Clympic Team DOCUMENT NUMBER-DATE 02453 MAR 31 8 FPSC-COMMISSION CLERKS

Second Amendment to Interconnection Agreement between Cellco Partnership d/b/a Verizon Wireless and BellSouth Telecommunications, Inc. Dated July 15, 2002

Pursuant to this Amendment, (the "Amendment"), Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated July 15, 2002 ("Agreement") to be effective the date of the last signature executing the Amendment.

WHEREAS, the Parties have entered into a Special Service Arrangement whereby Verizon Wireless will purchase BellSouth tariffed services pursuant to a Special Service Arrangement Agreement effective April 9, 2004;

WHEREAS, the Parties desire to amend the Interconnection Agreement to incorporate Special Service Arrangement Agreements for the state of Tennessee as an attachment to the Interconnection 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, Verizon Wireless and BellSouth hereby covenant and agree to the following:

1. The existing Interconnection Agreement is hereby amended to add Attachment C to the Interconnection Agreement to incorporate the Special Service Arrangement Agreements listed below:

> Case Number: TN02-A012-04 Case Number: TN04-4573-00 Case Number: TN04-9188-00

2. All other provisions of the Interconnection Agreement, effective July 15, 2002, and subsequent Amendments shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the appropriate state Commissions 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 Ham

Title: Assistant Director -Wireless Interconnection

Date: 03-10-05

Cellco Partnership d/b/a Verizon Wireless

Anderson Cellular Telephone Company d/b/s Verizon Wireless By Celico Partnership, its General Partner Athens Celiular, Inc. d/b/a Vertzon Wireless Bell Atlantic Mobile of Asheville, Inc. d/b/a Vertzon Wirele Dailes MTA, LP d/b/a Verizon Wireless By Verizon Wireless Texas, LLC, its General Pertner Fayettaville Cellular Telephone Company Limited Partnarship d/b/a Verizon Wireless By Celico Partnership, its General Partner Gadsden CeliTelCo Partnership d/b/s Vertzon Wireless By Celico Partnership, its General Partner GTE Moblinet of Florence, Alabama incorporated d/b/a Verizon Wireless GTE Wireless of the Nidwest Incorporated d/bis Verizon Wireless Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless By Celico Partnership, its General Partner NC-2 LLC d/b/s Verizon Wireless By Celico Partnership, its Sole Member New Par d/b/a Verizon Wireless By Verizon Wireless (VAW) LLC, its General Partner San Antonio MTA, L.P. d/b/a Verizon Wireless By Verizon Wireless Texas, LLC, its General Partner Southwestco Wireless LP d/b/a Varizon Wireless By Southwestco Wireless, Inc., its Managing Partner Tuscaloosa Cellular Partnership dibla Verizon Wireless By Cellco Partnership, its General Partne Verizon Wireless (VAW) LLC d/b/s Verizon Wireless Verizon Wireless of the East LP By Verizon Wireless of Guorgia, its General Partner By Celico Partnership, its Sole Member Verizon Wireless Personal Communications LP d/b/a

Verizon Wireless Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless

By Celico Partnership, its General Partner By: 6

Name:

HANS F. LEUTENEGGE AREA VICE PRESIDENT NETWORK. SOUTH ARE

Title:

2/25/05 Date:

Amend Add TN SSAs

[CCCS Amendment 2 of 25]

SPECIAL SERVICE ARRANGEMENT ev AGRIERATINI Case Munimer TN02-A012-05

This Special Service Arrangement Agronumet ("Agronumet") is by and between BullSouth Telecommunications, Inc., a Georgia corporation, d'a BellBouth, ("Company") and CBLLCO PARTNERSHIP DBA VERIZON WIRELESS ("Contenuer or Subscriber"), and is extend into pursuant to Tasiff Section B5 of the Private Line Services Tasiff. This Agronument is based upon the following terms and conditions as well as any Attachastat(s) affined and the appropriate lawfolly filed and approved tasiffs which are by this reference incorporated harden.

1. Subscriber requests and Company agrees, subject to the terms and conditions herets, to provide the pervice described in the Attachment(s) at the monthly and meanwaring rates, charges, and conditions as described in the Attachment(s) ("Service"). The same charges, and conditions described in the Attachment(s) ("Service"). The same charges, and conditions described in the Attachment(s) ("Service"). The same charges, and conditions described in the Attachment(s) ("Service"). The same charges, and conditions described in the Attachment(s) ("Service"). The same charges, and conditions described in the Attachment(s) or binding upon Company and Subscriber for the domation of the Attachments of the terms and conditions mentalized herein, this Agreement shall become effective upon companies by both parties. For purposes of the described stated herein, and service paried shall seconce the face upon which installation of the service is completed.

2. Subscriber agrees to subscribe to and Company agrees to provide any additional teriffed services required for the installation of the Service. Subscriber agrees to be respectable for all rates, charges, and conditions for such teriffed services.

3. This Agregment is subject to and controlled by the provisions of Company's or any of its selicited companies' invehilty filed and approved tariffs, including but not limited to Soction A2 of the General Butcorther Services Tariff and No. 2 of the Pademi Communications Communications Tariff and shall include all changes to sold tariffs as may be made from time to time. All appropriate tariff rates and charges that be included in the provision of this service. The tariff shall supersome any conflicting provisions of this Agreement, with the unsequent of the rates and charges of the Agreement, with the unsequent of the rates and charges of this Agreement, with the unsequent of the rates and charges of the service conflictes of the rates and charges and part of this Agreement conflicts with tarsts and conditions of Company's or any of its affiliated companies 'mufally filed and approved tariffs.

4. This Agreement may be subject to the appropriate regulatory approval prior to communication of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be mail, word, and of so offset.

5. If Subscriber concels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of concellation by Company. Notwithstanding the Serupping, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If eo, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to most its forecasted level of service requirements at any time during the term of this Agreement. Subscriber shall pay all reasonable next associated with its failure to meet its projected service requirements.

PRIVATE/PROPERTARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DECLOSED OUTSIDE THE DELLOUTH CONTAINES EXCEPT PURSUANT TO A VEFTTER ADDRESS.

Page 2 of 7

Customer Initials ____

Date _____

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SPECIAL SERVICE ABRANGEMENT ACTIVITY CA Case Number TND2-A012-03

7. (a) If Bulancriber cancels this Agreement at any time prior to the explosion of the service period set forth in this Agreement, Suberriber shall be responsible for all termination charges. Unless otherwise specified by turiff, termination charges are defined as all termination charges de or remaining as a result of the minimum service period agreed to by Company and Selectriber and set forth in the Americanet(s).

7. (b) Subscriber further acteuvoinigen that it has options for its telecommunications services from providers other than Boll South and that it has shown BullSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a contilled resoller of BollGouth lousi services and the resulter ensures a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subseriber agrees that in the event it fails to most its ablightness under this Agreement or compares this Agreement or services purchased persent to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilities unbundled nervock elements. Subscriber will be billed, as appropriate, templastion charges at specified in this Agreement.

8. This Agreement shall be construed in accordance with the lows of the State of Timesesse.

9. Except or otherwise provided in this Agreement, notices required to be given provent to this Agreement shall be effective when reserved, and shall be sufficient if given in writing, hand delivered, or United Sume small, portage propaid, addressed to the appropriate party at the address ort firsth below. Either party hereis may change the same and address to whom all assists or other decuments required under this Agreement sturt be sent at any time by giving within astise tto party at the address to the other party.

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Complex BallSauth Talacommunications, Inc. Assistant Vice President 1960 W Exchange 71 Tucker, OA 30084

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CELLCO PARTNERSHIP DEA VERIZON WIRELESS 3100 WEST END AV SUITE 1100 NASHVILLE, TN 37203

10. Subscriber may not assign its rights or ubligations under this Agreement without the asprote welken consust of Company and only pursues to the conditious realized in the appropriate tariff.

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SPECIAL SERVICE ARRANGEMENT AGREEMENT Cus Number TNE2-A012-03

11. In the event that one or more of the provisions costained in this Agromatic or incorporated within by reference shall be invalid, illegel, or unenformable in any respect under any applicable statute, regulatory requirement or rate of low, then such provisions shall be considered involutive to the extent of such invalidity, illegality, or canadioscobility and the standard of this Agroement shall continue in fall force and effect.

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CCCS 50 of 73 [CCCS Amendment 5 of 25]

Option 1 of 1

Other Expiration: This office shall expire on: 9/1/2002.

Estimated service interval following assurtance date: Negotiable weeks.

Service description:

This Spacial Service According provides physical areas connext(s) from Colleo Partnership des Verizon Wireless to Interstele Pibernet (IPN) collectation space for DE3 service allowing connectivity from a BoltSouth provided SMARTRing@ (Self-Healing Multi-Nuclei Alternate Route Topology Ring) service to an IPN provisioned pervice.

This Agreement is on a month to month basis with a minimum service period of one (1) month.

IN WITNESS WHEREOF, the parties have been caused this Agroument to be encouted by their duty authorized representatives on the datas set first below.

Accepted by:

Subscriber:

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CELLO By:	DEATNEASHED DEA VEREZON WERELESS
	Name: John: L Moss
	Manager - Equipment
Dece:	6-28-02

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By: 1 By:

lod Printed Neme: Elina THE Accestant Vien 8-21-02 Dete: ____

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Page 4 of 7

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SPECIAL SERVICE ARRANGEMENT AGREENENT CIM

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(ه)	Rete Elegent	Non-Reporting	Manufacture LINCC
] .	Contract Preparation Charge	\$438.00	S.SO WOOVF
2.	Physical Collection D83 Cross-Connect D5-3 Circuit, Canaection to D5X, - Per circuit	\$300.99	\$10.00 (La Conto

(Like USOC: PEIP3)

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Page 3 of 7

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RATES AND CHARGES

NOTES:

These role elements are used to provision services in tailonation arrangements. Rates, charges, terms and conditions for pervices terminating in the cross comparis apply in addition to this Spacial Service Arrangement.

This Special Service Assengement usual be converted to tariff service upon approvel of a tariff in this state.

This Special Service Arrangement must be approved by the Tennessee Regulatory Authority (TRA).

END OF ARRANGEMENT AGREEMENT OPTION 1

PRIVATEPROPRIETARY

CONTAINS PRIVATE AND/OR PROPARTARY INFORMATION MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLEOUTH COMPANIES EXCEPT PURSUANT TO A WATTEN AGREEMENT.

Page & of 7

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SPECIAL SERVICE ARRANGEMENT AGREEMENT Co

- 1. Customer and BailSouth agree that the Customer's strip termination of the Agreement without couse will rough in the charging of liquidated damages. Customer and BailBouth agree that with regard to services provided within the State of Tennessee, the amounts of such liquidated damages shall equal the larger of (A) the sam of the repayment of any pro-roted weived or discounts of any pro-roted southest prepayment of the Notes section of the Agreement; and the repayment of the provided weived or discounts; or (B) aix parent (5%) of the total Agreement with a torn longer than four (4) years. Noterithranding any provisions in the Agreement with a survey of the southest with a section of the Notes section of the Agreement; or (B) aix parent (5%) of the total Agreement with a torn longer than four (4) years. Noterithranding any provisions in the Agreement to the contexp. Customer and BellSouth agree that with regard to services in the Agreement with a torn longer than four (4) years. Noterithranding any provisions in the Agreement to the contexp. Customer and BellSouth agree that with regard to service provided within the State of Tennessee, this Paregraph of this Addumen sets forth the total movees of liquidated damages that four (4) years. Noterithranding any provisions in the Agreement to the contexp. Customer and BellSouth agree that with regard to services provided within the State of Tennessee, this Paregraph of this Addumen sets forth the total movees of liquidated damages the Customer weak pay upon curve tarmination of the Agreement without vanse. Customer weak pay upon curve tarmination of the Agreement without vanse. Customer and BellSouth agree that these unsounts on the Agreement without vanse. Customer weak BellSouth agree that these unsounts on the Agreement without vanse. Customer weak BellSouth agree that these unsounts of such the total movement vanse. Customer and BellSouth agree that these unsounts of the Agreement without vanse.
- 2. In the event that the Conterner terminates this Agreement without cause prior to the expiration of this Agreement, the Conterner shall pay a termination charge as specified in Attachment 1, Paragraph 1 above of this Agreement. The Contenner may request a calculation of the termination charge at any time during the term of this Agreement. Based on the information available at the start of the Agreement, at the and of the first six (5) metals of the contrast period and the cash air (6) metals period threadbard the termination liability charge will be \$0.00. In any event, the estimated termination liability charge will not exact a.

Should the Customer elect in terminate this Agreement prior to the expiration date without cause, the actual termination charge will be calculated in accordance with Astachment 1, Paragraph 1 above and based on information evailable at the time of termination.

 Except in the case where the Customer unique the Agreement to a custified resulter in accordance with Paragreph 7.(b). Customer may not amign its rights ar oblightees under this . Agreement without the appropriate cases of the Company and only pursuant to the conditions contained in the appropriate tariff.

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ATTACHMENT C

SPECIAL SERVICE ARRANGEMENT AGREEMENT Case Number TP:04-4573-00

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BollSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Cellco Partnership DBA Verizon Wireless ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affined and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

- 1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
- Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
- 3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
- This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
- 5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
- 6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

PRIVATE/PROPRIETARY

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Page 1 of 8

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SPECIAL SERVICE ARRANGEMENT Case Number TN04-4573-00 AGREEMENT

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telocommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the resoller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be hilled termination charges. However. Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities hased service provider or a service provider that utilizes unbundled notwork elements, Subacriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agrooment shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company BellSouth Telecommunications, Inc. Assistant Vice President 2872 Wondcock Blvd Ste 300 Chamblee, GA 30341

Subscriber Cellco Partnership DBA Verizon Wireless 300 M.L.King Blvd Chattenooge, TN 37403

- 10. Subscriber may not assign its rights or obligations under this Agreemont without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, Illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and

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SPECIAL SERVICE ARRANGEMENT AGREEMENT Case Number Th:04-4573-00

VERIZON WIRELESS

any orders, constitute the complete and exclusive statement of the Agreement between the parties, supersoding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.

- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthinese has significantly decreased, Company in its sole discretion reserves the right to cancel the order without lishility or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee. partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties. approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT INCOME ON DIRCLORED OUTSIDE OF HELLSOUTH COMPANIES EXCEPT PURSIANT TO A WRITTEN AGRIEMENT.

Page 3 of 8

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CCCS 57 of 73 [CCCS Amend

[CCCS Amendment 12 of 25]

VERIZON WIRELESS

SPECIAL SERVICE ARRANGEMENT AGREEMENT

Case Number Th:04-4573-00 Option 1 of 1

Offer Expiration: This offer shall expire on: 8/1/2004.

Estimated service interval following acceptance data: Negotiable weeks.

Service description:

This Special Service Arrangement provides physical cross connect(s) from Verizon Wireless to KDL's physical collocation space for OS1 service allowing connectivity from a BellSouth provisioned service to KDL.

Verizon Wireless is connecting to KDL's collocation space in the CHTGTNNS Contral Office located at Ninth Street, Chattanooga, Tennosaee.

This Agreement is on a month to month basis with a minimum service period of three (3) months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year lerm.

Customer Initials

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Page 4 of 8

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SPECIAL SERVICE ARRANGEMENT AGREEMENT Case Number TN04-4573-00.

Cption 1 of 1

IN WITNESS WHERBOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth bolow.

Accepted by:

Subscriber: Cellco Partgership DBA Verizon Wireless

By: the 7 Mon
Authorized Signature
Printed Name: John L Moss
Title: Monager - Facilities
Date: 4/6/04
Company: BellSouth Telocommunications, Inc. By: BellSouth Telocommunications, Inc.
By:Authorized Signature
Printed Name: JAha J. Goode
Title: Sales Director
Date: 9, 2004
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Page 5 of 8

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[CCCS Amendment 14 of 25]

SPECIAL SERVICE ARRANGEMENT Case Number TN04-4573-00 AGREEMENT

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Cption 1 of 1

If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. With regard to services provided in the State of Tennessee, the Subscriber shall pay a termination charge as specified in the BellSouth's Tennessee tariffs (Soction A2.4.10.E.1 and B2.4.9.A.4, available on the Web at http://cpr.bellsouth.com/pdf/tn/tn.htm).

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Page 6 of 8

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SPECIAL SERVICE ARRANGEMENT AGREEMENT Option 1 of 1

RATES AND CHARGES

Rate Elements	Non-Recurring	Monthly Rate	USOC
 USI Cross-Connect for Physical Collocation DS-1 Circuit, Connection to DSX, Per Collocation, Per circuit 	\$155.00	\$8.00	WGG9M
2. Contract Preparation Charge	\$407.00	\$.00	

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SPECIAL SERVICE ARRANGEMENT AGREEMENT Caso Number TN04-4573-00

Option 1 of 1

RATES AND CHARGES

NOTES:

These rate elements are used to provision services in collocation arrangements. Rates, charges, terms and conditions for services terminating in the cross connects apply in addition to this Special Service Arrangement.

This Special Service Arrangement must be converted to tartiff service upon approval of a tariff in this state.

END OF ARRANGEMENT AGREEMENT OPTION 1

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SPECIAL SERVICE ARRANGEMENT AGREEMENT Case Number TN04-9188-00

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Cellco Partnership DBA Verizon Wireless ("Customer or Subscriber"), and is entered into pursuant to Teriff Socion B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

- 1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrocurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
- Company agrees to provide Subscriber notice of any additional tarified acrvices required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tarified services that are ordered by Subscriber.
- 3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and changes shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
- 4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
- 5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the Implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the Implementation of this Agreement had been completed by Company.
- 6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to most its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pey all reasonable costs associated with its failure to most its projected service requirements.
- 7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and sat forth in this Agreement.

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Page 1 of 8

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CCCS 63 of 73 [CCCS

[CCCS Amendment 18 of 25]

SPECIAL SERVICE ARRANGEMENT AGREEMENT Case Number TN04-9188-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written documant agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it falls to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

- 8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.
- 9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage propaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company BellSouth Telecommunications, Inc. Assistant Vice President 2872 Woodcock Blvd, Suite 300 Atlanta, GA 30341

Subscriber Celico Partnorship DBA Verizon Wireless 185 2nd Ave Nashville, TN 37210

- Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pumuant to the conditions contained in the appropriate tariff.
- 11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extant of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
- 12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superneding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that; (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased. Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order witil accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or autorised other than by a written instrument executed by both parties, approved by the appropriate Company.

PRIVATE/PROPRIETARY

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SPECIAL SERVICE ARRANGEMENT Case Number TN04-9188-00 AGREEMENT

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

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PRIVATE/PROPRIETARY

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Page 3 of \$

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CCCS 65 of 73 [CCCS Amendment 20 of 25]

VERIZON WIRELESS

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SPECIAL SERVICE ARRANGEMENT Case Number TN04-9188-00 AGREEMENT

Option 1 of 1

Offer Expiration: This offer shall expire on: 11/8/2004.

Estimated service interval following acceptance date: Negotiable woeks.

Service description:

This Special Service Arrangement provides physical cross connect(s) from Callon Partnership DBA Verizon Wireless to KDL's collocation space for DS3 service allowing connectivity from a BellSouth provisioned service to KDL.

Cellco Pertnership DBA Verizon Wireless is physically cross connecting to KDL in the Nashville Main and Toll (NSVLTNMT) Contral Office.

The rates contained in this Agreement are on a "per site" basis, meaning a rate structure of first and additional for each cross-connect that Celleo Partnership DBA Verizon Wireless makes to KDL's collocation site in this central office. If Cellco Partnership DBA Vorizon Wireless has an existing (first) cross-connect to KDL's collocation space in this central office, the "additional" cross-connect rates in this Agreement will apply.

This Agreement is on a month to month basis with a minimum service period of one (1) month.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unloss either party provides written notice of its intent not to renow the Agreement at least sixty (60) days prior to the expiration of the mitial term or each additional one-year term.

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PRIVATE/PROPRIETARY

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Case Number TN04-9188-00 Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:

Printed Name: John Moss

Moma Facilities Je~ -Title: ۵V 7 Date:

Company:

Date:

BellSouth Telecommunications, Inc. By: BellSouth Telecommunications, Inc.

By: Printed Name: S Tkle: < ~

PRIVATE/PROPRIETARY CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGRIEMENT.

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SPECIAL SERVICE ARRANGEMENT Case Number TN04-9188-00 AGREEMENT

Option 1 of 1

If Subscriber cancels this Agroement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. With regard to services provided in the State of Tennesses, the Subscriber shall pay a termination charge as specified in the BallSouth's Tennesses tariffs (Section A2.4.10.E.1 and B2.4.9.A.4, available on the Weh at http://cpr.bellsouth.com/pdf/tn/tn.htm).

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PRIVATE/PROPRIETARY

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SPECIAL SERVICE ARRANGEMENT Case Number TN04-9188-00 AGREEMENT

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RATES AND CHARGES			
Rate Elements	Non-Recurring	Monthly Rate	USOC
 DS3 Cross-Connect for Physical Collocation DS-3 Circuit, Connection to DSX, Per Collocation, Per circuit 	\$300.00	\$27.83	WBBO3
2. Contract Preparation Charge	\$352.00	\$.00	

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SPECIAL SERVICE ARRANGEMENT AGREEMENT Ca

Case Number TN04-9188-00 Option 1 of 1

RATES AND CHARGES

NOTES:

These rate elements are used to provision services in collocation arrangements. Rates, charges, terms and conditions for services terminating in the cross connects apply in addition to this Special Service Arrangement.

This Special Service Arrangement must be converted to tariff service upon approval of a tariff in this state.

END OF ARRANGEMENT AGREEMENT OPTION 1

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Amendment to the Agreement Between Cellco Partnership, d/b/a Verizon Wireless 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 Effective July 15, 2002

Pursuant to this Amendment (the "Amendment"), Cellco Partnership, d/b/a Verizon Wireless ("Verizon Wireless"), 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 ("AT&T"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties effective July, 2002, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee (the "Agreement").

WHEREAS, AT&T and Verizon Wireless entered into the Agreement effective July 15, 2002, 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 Verizon Wireless's original request to extend the interconnection agreement and shall have an expiration date of April 10, 2010.
- 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.
- This Amendment shall be filed with and is subject to approval by the appropriate Public Utility Commission(s) and shall be effective upon approval by such Commission(s) (the "Effective Date").

Version: 3Q07, 09/19/07

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.

By:

Name: Kathy Wilson-Chu

Title: Director Date: 1/7/08

Version: 3Q07, 09/19/07

Anderson CellTelCo, d/b/a Verizon Wireless By Celico Partnership, Its General Partner Athens Cellular, Inc. d/b/a Verizon Wireless Bell Atlantic Mobile of Asheville, Inc. d/b/a Verizon Wireless Cellco Partnership d/b/a Verizon Wireless Dalias MTA, LP d/b/a Verizon Wireless By Verizon Wireless Texas, LLC, Its **General Partner** Fayetteville Cellular Telephone Company Limited Partnership d/b/a Verizon Wireless By Cellco Partnership, Its General Partner Gadsden CellTelCo Partnership d/b/a Verizon Wireless By Cellco Partnership, Its General Partner GTE Mobilenet of Florence, Alabama Incorporated d/b/a Verizon Wireless NC-2 LLC d/b/a Verizon Wireless San Antonio MTA, L.P. d/b/a Verizon Wireless By Verizon Wireless Texas, LLC, Its **General Partner** Southwestco Wireless LP d/b/a Verizon Wireless By Southwestco Wireless, Inc., Its Managing Partner Tuscaloosa Cellular Partnership d/b/a Verizon Wireless By Cellco Partnership, Its General Partner Verizon Wireless (VAW) LLC d/b/a Verizon Wireless Verizon Wireless of the East LP d/b/a Verizon Wireless By Verizon Wireless of Georgia LLC, Its **General Partner** By Cellco Partnership, Its Sole Member Verizon Wireless Personal Communications LP d/b/a Verizon Wireless Verizon Wireless Power Partners Inc. d/b/a Verizon Wireless Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless //its General Partner By Cellco Hartn rship By:

Name: Hans Leutenegger

Title: Area Vice President - Network

121 Date:

[CCCS Amendment 2 of 3]

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 New Par d/b/a Verizon Wireless By Verizon Wireless (VAW) LLC, Its

General Partner

By:

Name: Beth Ann Drohan

Title: Area Vice President - Network

20 0 Date:

Version: 3Q07, 09/19/07