of the state of missouri FILED⁴

JAN 3 1 2006

In the Matter of the Application of VoiceStream Wireless Corporation for Approval of its Interconnection Agreement with Southwestern Bell Telephone Company Under Section 252(e) of the Telecommunications Act of 1996

Missouri Public Service Commission Case No. To-2001-489

ORDER APPROVING INTERCONNECTION AGREEMENT

On March 15, 2001, VoiceStream Wireless Corporation filed an application with the Missouri Public Service Commission for approval of an interconnection agreement with Southwestern Bell Telephone Company. The Agreement was filed under Section 252(e)(1) of the Telecommunications Act of 1996. The Agreement is a wireless interconnection and reciprocal compensation agreement.

Although SWBT is a party to the Agreement, it did not join in the application. On March 20, 2001, the Commission issued an order making SWBT a party in this case and directing any party wishing to request a hearing to do so no later than April 9, 2001. No requests for hearing were filed.

The requirement for a hearing is met when the opportunity for hearing has been provided and no proper party has requested the opportunity to present evidence.² Since no one has requested a hearing, the Commission may grant the relief requested based on the application.

Exhibit No. ________

Case No(s) 10-2006-0147/10-2006.

Date 1-26-06 Rptr 44 0 13

¹ See 47 U.S.C. Section 251, et seq.

² State ex rel. Rex Deffenderfer Enterprises, Inc. v. Public Service Commission, 776 S.W.2d 494, 496 (Mo. App. 1989).

The Staff of the Commission filed a memorandum and recommendation on April 12, 2001, recommending that the Agreement be approved.

Discussion

The Commission, under the provisions of Section 252(e) of the Act, has authority to approve an interconnection or resale agreement negotiated between an incumbent local exchange company and a new provider of basic local exchange service. The Commission may reject an interconnection or resale agreement only if the agreement is discriminatory or is inconsistent with the public interest, convenience and necessity.

The Staff memorandum recommends that the Agreement be approved, and notes that the Agreement meets the limited requirements of the Act in that it does not appear to be discriminatory toward nonparties, and does not appear to be against the public interest. Staff recommends that the Commission direct the parties to submit any further modifications or amendments to the Commission for approval.

Findings of Fact

The Missouri Public Service Commission, having considered all of the competent and substantial evidence upon the whole record, makes the following findings of fact.

The Commission has considered the application, the supporting documentation, and Staff's recommendation. Based upon that review, the Commission concludes that the Agreement meets the requirements of the Act in that it does not unduly discriminate against a nonparty carrier, and implementation of the Agreement is not inconsistent with the public interest, convenience and necessity. The Commission finds that approval of the Agreement should be conditioned upon the parties submitting any modifications or amendments to the Commission for approval under the procedure set out below.

Modification Procedure

The Commission has a duty to review all resale and interconnection agreements, whether arrived at through negotiation or arbitration, as mandated by the Act.³ In order for the Commission's role of review and approval to be effective, the Commission must also review and approve or recognize modifications to these agreements. The Commission has a further duty to make a copy of every resale and interconnection agreement available for public inspection.⁴ This duty is in keeping with the Commission's practice under its own rules of requiring telecommunications companies to keep their rate schedules on file with the Commission under Commission Rule 4 CSR 240-30.010.

The parties to each resale or interconnection agreement must maintain a complete and current copy of the agreement, together with all modifications, in the Commission's offices. Any proposed modification must be submitted for Commission approval or recognition, whether the modification arises through negotiation, arbitration, or by means of alternative dispute resolution procedures.

Modifications to an agreement must be submitted to the Staff for review. If approved or recognized, the modified pages will be substituted in the agreement, which should contain the number of the page being replaced in the lower right-hand corner. Staff will date-stamp the pages when they are inserted into the agreement. The official record of the original agreement and all the modifications made will be maintained by the Telecommunications Staff in the Commission's tariff room.

The Commission does not intend to conduct a full proceeding each time the parties agree to a modification. When a proposed modification is

^{&#}x27;47 U.S.C. Section 252.

⁴⁷ U.S.C. Section 252(h).

identical to a provision that has been approved by the Commission in another agreement, the Commission will take notice of the modification once Staff has verified that the provision is an approved provision and prepared a recommendation. When a proposed modification is not contained in another approved agreement, Staff will review the modification and its effects, and prepare a recommendation advising the Commission whether the modification should be approved. The Commission may approve the modification based on the Staff recommendation. If the Commission chooses not to approve the modification, the Commission will establish a case, give notice to interested parties and permit responses. The Commission may conduct a hearing if it is deemed necessary.

Conclusions of Law

The Missouri Public Service Commission has arrived at the following conclusions of law.

The Commission, under the provisions of Section 252(e)(1) of the federal Telecommunications Act of 1996, 47 U.S.C. 252(e)(1), is required to review negotiated resale agreements. It may only reject a negotiated agreement upon a finding that its implementation would be discriminatory to a nonparty or inconsistent with the public interest, convenience and necessity under Section 252(e)(2)(A). Based upon its review of the Agreement between VoiceStream and SWBT and its findings of fact, the Commission concludes that the Agreement is neither discriminatory nor inconsistent with the public interest and should be approved.

IT IS THEREFORE ORDERED:

 That the interconnection agreement between VoiceStream Wireless Corporation and Southwestern Bell Telephone Company, filed on March 15, 2001, is approved.

- 2. That any changes or modifications to this Agreement must be filed with the Missouri Public Service Commission under the procedure outlined in this order.
 - 3. That this order shall become effective on April 27, 2001.
 - 4. That this case may be closed on April 28, 2001.

BY THE COMMISSION

Dale Hardy Roberts

Lake Hred Roberts

Secretary/Chief Regulatory Law Judge

(SEAL)

Bill Hopkins, Senior Regulatory Law Judge, by delegation of authority under Section 386.240, RSMo 2000.

Dated at Jefferson City, Missouri, on this 17th day of April, 2001.

FILED²
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Service Commission
To-200/-4/89

MISSOURI

AGREEMENT FOR INTERCONNECTION AND RECIPROCAL COMPENSATION

by and between

VOICESTREAM WIRELESS CORPORATION

and

SOUTHWESTERN BELL TELEPHONE COMPANY

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PRICING

AGREEMENT FOR INTERCONNECTION AND RECIPROCAL COMPENSATION

This Agreement, entered into this 22nd day of January 2000, is by and between Southwestern Bell Telephone Company, a Missouri corporation with its offices located at One Bell Center, St. Louis, Missouri 63101 ("SWBT"), and VoiceStream Wireless Corporation, with its offices located at 3650 131st Avenue SE, #400, Bellevue, Washington 98006 ("Carrier") (collectively, the "Parties").

WHEREAS, SWBT is a Local Exchange Carrier in the State of Missouri;

WHEREAS, Carrier is a Commercial Mobile Radio Service provider operating within the state of Missouri and, specifically, the Geographic Service Areas set forth in Appendix GSA;

WHEREAS, the Parties desire to enter into an agreement for the interconnection of their networks and reciprocal compensation for the termination of Local Traffic (as defined below) between their respective networks pursuant to the Telecommunications Act of 1996 (the "Act"), and other applicable state laws;

NOW THEREFORE, the Parties hereby agree as follows:

1. **DEFINITIONS**

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well. Terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the effective date of this Agreement.

"Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.). as amended by the Telecommunications Act of 1996, as may be subsequently amended or, as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"Area Wide Calling Plan" or "AWCP" means a billing option available to CMRS providers where the CMRS provider compensates SWBT for land to mobile traffic in lieu of toll charges that would normally be billed to SWBT's end user.

"Calling Party Number" or "CPN" is a feature of signaling system 7 ("SS7") protocol whereby the 10 digit number of the calling party is forwarded from the end office.

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"Carrier" has the meaning set forth in the preamble.

"Cell Site" means the location of fixed radio transmitting and receiving facilities associated with the origination and termination of wireless traffic to a wireless end user and may be used as a point of interconnection to the landline network.

"Collocation" has the meanings given to the term in the Act, applicable rules of the FCC and Commission, and the Commission's arbitration awards.

"Commercial Mobile Radio Service" or "CMRS" has the meaning given to the term in the Act.

"Commission" or "PUC" or "PSC" means the state administrative agency to which the United States Congress or state legislature has delegated authority to regulate the operations of Local Exchange Carriers ("LECs") as defined in the Act.

"Common Channel Signaling" or "CCS" means a special network, fully separate from the transmission path of the public switched network, that digitally transmits call set-up and network control data.

"Connecting Facilities" means dedicated facilities provided either under this Agreement or separate contract used to connect Carrier's network and SWBT's network for the purposes of interchanging traffic.

"Conversation Time" means the time (in full second increments) that both Parties' equipment is used for a call, measured from the receipt of answer supervision to disconnect supervision.

"Customer" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement, and includes the term "End User". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"End Office" means a local SWBT switching point where SWBT exchange service customer station loops are terminated for purposes of interconnection to each other and to the network.

"End User" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement and includes the term "Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"Exchange Access" has the meaning given the term in the Act.

"FCC" means the Federal Communications Commission.

"Independent Local Exchange Carrier" has the meaning given the term in the Act.

"Interconnection" has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing to Telephone Exchange Service traffic and Exchange Access traffic.

"Interexchange Carrier" or "IXC" means a carrier other than a CMRS provider or a LEC that provides, directly or indirectly, interLATA and/or intraLATA, for-hire telecommunications service.

"InterLATA" has the meaning given the term in the Act.

"InterMTA Traffic" means all calls which originate in one MTA and terminate in another MTA.

"IntraLATA Toll Traffic" means all IntraLATA calls other than Local Traffic.

"Local Access and Transport Area" or "LATA" has the meaning given to the term in the Act.

"Local Exchange Carrier" or "LEC" has the meaning given to the term in the Act.

"Local Service Provider" means a carrier licensed by the Commission with the appropriate certification (e.g., a Certificate of Authorization or Service Provider Certificate of Authorization).

"Local Traffic", for the application of reciprocal compensation, means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 CFR Section 24.202(A).

"Mobile Switching Center" or "MSC" means a Carrier's facilities and related equipment used to route, transport and switch wireless calls to and from the public switched telephone network.

"Major Trading Area" or "MTA" has the meaning given to the term in 47 CFR Section 24.202(A).

"NXX", "NXX Code", "Central Office Code", or "CO Code" is the 3-digit switch indicator that is defined by the D, E, and F digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 telephone numbers.

"Party" means either SWBT or Carrier, and "Parties" means SWBT and Carrier.

"Reciprocal Compensation" means the arrangement between two carriers in which each of the two carriers receives symmetrical compensation from the other carrier for the transport and termination on each carrier's network of Local Traffic that originates on the network of the other carrier.

"Service Area" means the geographic area, e.g., Major Trading Area, Basic Trading Area, Metropolitan Service Area, Geographic Service Area, Rural Service Area, served by the cellular system within which Carrier is licensed to provide service.

"Signaling System 7" or "SS7" means a signaling protocol used by the CCS network.

"Signaling Transfer Point" or "STP" means the point where a party interconnects, either directly or through facilities provided by SWBT, or a Third Party Provider, with the CCS/SS7 network.

"SWBT" has the meaning set for in the preamble.

"Synchronous Optical Network" or "SONET" means an optical interface standard that allows inter-networking of transmission products from multiple vendors.

"Tandem" means the following:

"Access Tandem" means a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, other tandems and Third Party Providers.

"Wireless Tandem" means a switching system that provides a concentration and distribution function for originating and terminating traffic between the wireless MSCs and the landline network and has the software necessary to provide wireless interconnection services.

"Telecommunications" and "Telecommunications Carrier" have the meanings given to those terms in the Act.

"Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party.

"Territory" means the five states of Missouri, Missouri, Kansas, Arkansas and Oklahoma in which SWBT was originally given the ability to operate its business following divestiture.

"Third Party Provider" shall mean any other facilities-based telecommunications carrier, including, without limitation, interexchange carriers, independent telephone companies, competitive local exchange carriers, or CMRS providers. The term shall not mean resellers of a LEC's local exchange services or resellers of a CMRS provider's services.

"Transiting Traffic" means intermediate transport and switching of traffic between two parties, one of which is not a Party to this Agreement, carried by a Party that neither originates nor terminates that traffic on its network while acting as an intermediary. "Transport" means the transmission of Local Traffic subject to Section 251 (b)(5) of the Act from the interconnection point between two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by Third Party Provider.

"Trunk Group" means a set of trunks of common routing, origin and destinations, and which serve a like purpose or function.

"Trunk Side" means a Party's connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example another SWBT to Carrier switch. Trunk Side connections offer those transmission and signaling features appropriate for the connections of switching entities.

"V and H Coordinates Method" means the computing of airline miles between two points utilizing an established formula which is based on the vertical and horizontal coordinates of the two points used in the rating of calls.

"Wireless Calls" for the application of reciprocal compensation, means all calls originating from or terminating to the Carrier's network.

2. INTERCONNECTION

This Section 2 describes the network architecture with which the Parties to this Agreement may interconnect their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access as required by Section 251 (c)(2) of the Act.

2.1 Interconnection Facilities

- 2.1.1 Type 1: Facilities which provide a trunk side connection (line side treatment) between a SWBT end office and Carrier's Mobile Switching Center ("MSC") within that end office boundary. Type 1 facilities provide the capability to access all SWBT end offices within the LATA and Third Party Providers.
- 2.1.2 Type 2A: Facilities which provide a trunk side connection between Carrier's MSC and a SWBT Wireless Tandem. Type 2A facilities provide the capability to access all SWBT end offices within the LATA and Third Party Providers, excluding IXCs.
- 2.1.3 Type 2B: One-way facilities which provide a trunk side connection from a Carrier's MSC to a SWBT end office. Type 2B facilities provide the capability to access only subscribers served by that end office.

- 2.1.4 <u>Type S</u>: Facilities provisioned to provide out of band signaling between SWBT STPs and Carrier MSCs or STPs.
- 2.1.5 Equal Access Facilities: One-way facilities which provide a trunk side connection between Carrier's MSC and a SWBT Access Tandem. Equal Access Trunks provide the capability to pass interexchange traffic to IXCs.
- 2.1.6 Miscellaneous Facilities: Facilities which provide the transmission and routing of various types of traffic, such as 800/888 traffic, 911/E911 traffic, Operator Services traffic, and Directory Assistance traffic.
- 2.1.7 Carrier may develop additional Points of Presence (POP) other than the actual location of their MSC through the use of either SWBT's Special Access facilities, their own facilities, or facilities of a third party.
- 2.1.8 Carrier shall provide SWBT with an annual forecast of intended mobile to land usage for each point of interconnection. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic. Type 1 and Type 2A facilities may be either one-way or two-way when both Parties agree to share the facility; Type 2B facilities are restricted to one-way mobile to land. For one-way, or two-way facilities, terms, conditions, recurring and nonrecurring charges will apply as specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs. When both Parties agree to utilize two-way facilities charges will be shared by the Parties on a proportional (percentage) basis as specified in Appendix PRICING. The Parties shall review actual billed minutes accrued on shared two-way facilities and modify, six (6) months from the Effective Date of this Agreement and every six (6) months thereafter, the percentages specified in Appendix PRICING.

2.2 Facility Location

2.2.1 Technical Feasibility

- 2.2.1.1 As required by Section 251 of the Act, Carrier may interconnect with SWBT's network at any technically feasible point. The Parties acknowledge for purposes of this requirement that the locations listed in Appendix DCO constitute the technically feasible points of interconnection for the Carrier to pass traffic to SWBT for transport and termination by SWBT on its network or for transport to a Third Party Provider.
- 2.2.1.2 If Carrier requires interconnection at a location not listed in Appendix DCO, then it shall submit a Special Request pursuant to section 6.1.2.1.

2.2.1.3 The Parties recognize that SWBT, in its sole discretion, may remove a location from Appendix DCO in the normal course of its business, thus rendering interconnection at the location technically infeasible; provided, however, that SWBT shall provide Carrier at least 120 days written notice and shall work cooperatively with Carrier, at Carrier's expense, to reestablish the interconnection at another SWBT location within the 120 days; provided, further, however, that Carrier shall be responsible for any costs associated with the reconfiguration of its own network (except for the re-homing of the facilities, which shall be borne by SWBT). In addition, SWBT may add a location to Appendix DCO at any time, and shall notify Carrier of such addition in writing, which shall be considered an amendment to Appendix DCO.

2.2.2 Per LATA Requirement

Carrier acknowledges that SWBT is restricted in its ability to pass traffic from one LATA to another under the Act. As a result, Carrier agrees to interconnect to at least one SWBT facility in each LATA in which it desires to pass traffic to SWBT for transport and termination within such LATA. This requirement shall remain in effect until SWBT, in its reasonable judgment, notifies Carrier in writing that it is no longer subject to InterLATA restrictions in its Territory.

2.2.3 Incumbent LEC Requirement

The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or facilities by SWBT in those areas where SWBT is not the incumbent LEC.

2.3 Additional Interconnection Methods Available to Carrier

- 2.3.1 Carrier may provide its own facilities and transport for the delivery of traffic from its MSC (or other mutually agreed upon point on Carrier's network) to the interconnection point on SWBT's network. Alternatively, Carrier may purchase an entrance facility and transport from a third party or from SWBT for the delivery of such traffic. Rates for entrance facilities and transport purchased from SWBT are specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs.
- 2.3.2 Carrier may request virtual collocation from SWBT at the rates, terms and conditions specified in FCC Tariff No. 73, Section 25, and physical collocation as specified in applicable tariff (or in the absence of an applicable tariff, on an individual case basis). Alternatively, Carrier may collocate at a SWBT facility with a third party with whom SWBT has

already contracted for collocation. When Carrier collocates at a SWBT facility, it shall provide for the transport of traffic from its network to the appropriate interconnection point on SWBT's network pursuant to section 2.3.1 above. SWBT shall provide collocation space to Carrier only for equipment used for the purposes of interconnecting to SWBT's network. SWBT is not required to permit collocation of equipment used to provide enhanced services. If Carrier causes SWBT to build a collocation cage and then Carrier does not use the facility (or all the facility), Carrier shall reimburse SWBT as if Carrier was using the entire facility.

- 2.3.3 Carrier may request SONET Based Interconnection ("SBI") pursuant to SWBT's tariff terms and conditions in FCC No. Tariff 73, Section 30.
- 2.3.4 Carrier and SWBT may share SWBT's interconnection facilities at the rates specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs. Charges will be shared by the Parties based on their proportional (percentage) use of such facilities as specified in Appendix PRICING.

2.4 Interconnection Methods Available to SWBT

- 2.4.1 Carrier locations listed in Appendix DCO constitute the technically feasible points of interconnection Carrier shall provide for SWBT to pass traffic to Carrier for transport and termination on Carrier's network.
- 2.4.2 If SWBT requires interconnection at a location not listed in Appendix DCO, then it shall submit a Special Request pursuant to section 6.1.2.1.
- 2.4.3 SWBT may provide its own facilities and transport for the delivery of traffic from its point of interconnection to the interconnection point on Carrier's network. Alternatively, SWBT may purchase an entrance facility and transport from a third party or from Carrier for the delivery of such traffic. Rates for entrance facilities and transport purchased from Carrier are specified in Appendix PRICING.
- 2.4.4 SWBT may request virtual or physical collocation from Carrier at the rates, terms and conditions established by Carrier for such services. Alternatively, SWBT may collocate at a Carrier facility with a third party with whom Carrier has already contracted for collocation. When SWBT collocates at a Carrier facility, it shall provide for the transport of traffic from its network to the appropriate interconnection point on Carrier's network pursuant to section 2.4.3 above.
- 2.4.5 SWBT may request SONET Based Interconnection ("SBI") pursuant to rates, terms and conditions established by Carrier for such services.

2.4.6 Carrier and SWBT may share Carrier's interconnection facilities at the rates specified in Appendix PRICING. Charges will be shared by the Parties based on a proportional (percentage) basis as specified in Appendix PRICING.

2.5 Technical Requirements and Standards

- 2.5.1 Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to itself, provided, however, that such services shall be considered Special Requests.
- 2.5.2 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such modifications to its network which will materially impact the other Party's service consistent with the timelines established by the FCC in the Second Report and Order, CC Docket 96-98. Carrier will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required because of SWBT modifications, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.

3. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE PURSUANT TO SECTION 251(C)(2)

This Section 3 provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of Local Traffic, and Transiting Traffic.

3.1 Basic Terms

3.1.1 Mobile to Land Traffic

- 3.1.1.1 Carrier shall be responsible for the delivery of traffic from its network to the appropriate point of interconnection on its network for the transport and termination of such traffic by SWBT to a SWBT end user or for delivery by SWBT to a Third Party Provider.
- 3.1.1.2 Unless Carrier elects to provision its own facilities under section 2.3. SWBT shall provide the physical plant facilities

that interconnect Carrier's point of interconnection with SWBT's point of interconnection. SWBT shall provision mobile to land connecting facilities for Carrier under the terms and conditions specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs.

3.1.2 Land to Mobile Traffic

- 3.1.2.1 SWBT shall be responsible for the delivery of traffic from its network to the appropriate point of interconnection (within the serving wire center boundary of the end office in which the tandem, providing Type 2A Interconnection, is located, or within the serving wire center boundary of the end office providing Type 1 Interconnection) on its network for the transport and termination of such traffic by Carrier to the handset of a Carrier end user.
- 3.1.2.2 Unless SWBT elects to have Carrier or a third party provision facilities under section 2.4, SWBT shall provide the physical plant facilities that interconnect SWBT's point of interconnection with Carrier's point of interconnection. SWBT shall be responsible for the physical plant facility from its network to the appropriate point of interconnection within the serving wire center boundary of the end office in which the tandem, providing Type 2A Interconnection, is located, or within the serving wire center boundary of the end office providing Type 1 Interconnection.

3.1.3 Traffic To Third Party Providers

Carrier and SWBT shall compensate each other for traffic that transits their respective systems to any Third Party Provider, as specified in Appendix PRICING. The Parties agree to enter into their own agreements with Third Party Providers. In the event that Carrier sends traffic through SWBT's network to a Third Party Provider with whom Carrier does not have a traffic interchange agreement, then Carrier agrees to indemnify SWBT for any termination charges rendered by a Third Party Provider for such traffic.

3.2 Reciprocal Compensation

3.2.1 Rates

The Parties shall provide each other symmetrical, Reciprocal Compensation for the transport and termination of Local Traffic at the

rates specified in Appendix PRICING. SWBT shall compensate Carrier for the transport and termination of Local Traffic originating on SWBT's network; Carrier shall compensate SWBT for the transport and termination of Local Traffic originating on Carrier's network. Compensation shall vary based on the method of interconnection used by the Parties, as specified in Appendix PRICING. Additional charges may also apply (on a non-symmetrical, non-reciprocal basis) as provided for in this Agreement. The Parties acknowledge that the rates set forth in Appendix PRICING are interim and shall be replaced by final rates as adopted by the Commission or the FCC, based on a final and unappealable ruling, and as further described below and in section 14.

3.2.2 True Up

The Parties recognize that rates, among other things, provided for under this Agreement may be affected by subsequent ruling of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction. Accordingly, the Parties agree that in the event of such a final, non-appealable ruling, the Parties shall true up the Reciprocal Compensation provided for in this section once the ruling, decision or other mandate becomes effective, final and non-appealable (the "True Up Date"). The Parties shall complete true up 60 days after the True Up Date. The Parties agree that such True Up will include the Reciprocal Compensation associated with the provisioning of an AWCP, as outlined in paragraph 5.5.2.

3.2.3 Exclusions

Reciprocal Compensation shall apply solely to the transport and termination of Local Traffic, and shall not apply to any other traffic or services, including without limitation:

- 3.2.3.1 interMTA traffic;
- 3.2.3.2 Transiting Traffic;
- 3.2.3.3 traffic which neither originates nor terminates on Carrier's network; and
- 3.2.3.4 Paging Traffic.

3.2.4 Measuring Calls as Local Traffic

In order to measure whether traffic is Local Traffic for purposes of calculating Reciprocal Compensation, the Parties agree as follows; for SWBT, the origination or termination point of a call shall be the end office

which serves, respectively, the calling or called party. For Carrier, the origination or termination point of a call shall be the cell site/base station which serves, respectively, the calling or called party at the time the call begins.

3.2.5 <u>Conversation Time</u>

For purposes of billing compensation for the interchange of Local Traffic, billed minutes will be based upon conversation time. Conversation time will be determined from actual usage recordings. Conversation time begins when the terminating Party's network receives answer supervision and ends when the terminating Party's network receives disconnect supervision.

3.3 Additional Compensation

In addition to any other charges specified in this Agreement, the following charges may be applicable as specified in this Agreement at the rates listed in Appendix PRICING. Charges listed are in addition to, not exclusive of, any other charges that may be applicable under this Agreement.

- 3.3.1 <u>Transiting Charge</u>: Each Party shall compensate the other Party for traffic which transits the other Party's network destined to a Third Party Provider at rates specified in Appendix PRICING.
- 3.3.2 <u>Facilities Charges</u>: Each Party shall compensate the other (not on a reciprocal, symmetrical basis) for the use of the providing Party's facilities between Carrier and SWBT points of interconnection, in either direction, as the case may be.
- 3.3.3 Special Requests: All requests for (i) services covered by this Agreement for which facilities do not exist, (ii) facilities, equipment or technologies not in the providing Party's sole discretion, necessary to fulfill a request under this Agreement, or (iii) services not specifically enumerated in this Agreement, shall be handled as a Special Request, as described in Section 6.1.2.2. Special Requests under (ii) may include, without limitation, requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services.

3.4 Signaling

SWBT will provide at Carrier's request Signaling System 7 ("SS7") in order to allow out of band signaling in conjunction with the exchange of traffic between the Parties' respective networks. SWBT shall provide such service at the rates specified in Appendix PRICING. This rate is for the use of multiple SWBT STPs in the provisioning of mobile to land traffic. Charges for STP Access Links and Port Terminations used to connect Carrier's MSC or STP (whichever is

applicable) and SWBT's STP shall be shared by the Parties based on the proportional (percentage) basis as specified in Appendix PRICING and at rates specified in Section 23 of FCC Tariff No. 73.

4. TRANSMISSION AND ROUTING OF EXCHANGE ACCESS SERVICE PURSUANT TO SECTION 251(C)(2)

This Section 4 provides the terms and conditions for the exchange of traffic between Carrier's network and SWBT's network for switched access to IXCs, thus enabling Carrier end users to access IXCs for the transmission and routing of interMTA and interLATA calls.

4.1 General

- 4.1.1 Carrier may order Equal Access Trunks in order to provide for access to IXCs through SWBT's network. Equal Access Trunks shall be used solely for the transmission and routing of Exchange Access to allow Carrier's end users to access IXCs, and shall not be used by Carrier for any other purpose.
- 4.1.2 For as long as SWBT may require, Carrier shall provide SWBT the appropriate call data to allow SWBT to bill IXCs for Originating Access (as defined below). Such data shall be provided in a form mutually agreed to by the Parties. SWBT shall notify Carrier in writing when it no longer requires Carrier to provide such data.

4.2 Access Charges

4.2.1 When Applicable

Carrier shall pay SWBT Switched Access charges (including Carrier Common Line, Local Switching and Transport) for any and all traffic which crosses an MTA boundary (as defined by the cell site/base station at which the call originates or terminates and the SWBT end user's serving wire center at which the call originates or terminates). Switched Access charges are specified in Appendix PRICING paragraph 5.2 as InterMTA rates.

Both Parties recognize that legislative and regulatory activities may impact the rates, terms and conditions associated with Switched Access services. The Parties agree that any rate changes associated with Switched Access services will flow through to the InterMTA rates specified in Appendix PRICING as stated in Section 14 of this Agreement.

If traffic is handed from SWBT directly to an IXC, from Carrier to an IXC via equal access trunks, or from an IXC directly to SWBT, access charges shall not apply to Carrier.

4.2.2 InterMTA Factor

The Parties have agreed upon the interMTA factor specified in Appendix PRICING, which represents the percent of total minutes to be billed access charges. Carrier represents that the factor is based on a reasonable traffic study conducted by Carrier, and shall make such study available to SWBT upon request. Six months after the effective date of this Agreement, and every six (6) months thereafter, Carrier shall conduct a study (available to SWBT on request) to ensure the Parties are using an accurate interMTA factor.

The Parties agree that if the percent of land to mobile interMTA traffic is less than 3% of total land to mobile traffic, then such traffic will be deemed as de minimis and the land to mobile factor will be set at 0%.

The Parties agree that the percent of land to mobile interMTA traffic is less than 3% of the total land to mobile traffic as of the effective date of this Agreement.

4.2.3 Examples

Following are two examples of traffic for which Carrier shall be required to pay access charges. They are examples only and in no way shall be deemed limiting or exhaustive of the applicability of access charges under this Agreement.

- 4.2.3.1 When a SWBT end user calls a Carrier end user (a land to mobile call), SWBT delivers the call to Carrier, and Carrier transports the call across MTA boundaries (either directly or through an IXC, access charges shall apply to Carrier ("Originating Access").
- 4.2.3.2 When a Carrier end user calls a SWBT end user (a mobile to land call), the call crosses MTA boundaries, and Carrier transports the call across MTA boundaries, access charges shall apply to Carrier ("Terminating Access").

5. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

This Section 5 provides the terms for the exchange of 800/888 traffic, 911/E911 traffic, and Directory Assistance traffic from an end user on Carrier's network to SWBT's network.

5.1 800/888 Traffic

- 5.1.1 Carrier may order from SWBT Miscellaneous Facilities in order to deliver 800/888 Traffic from a Carrier end user to SWBT's network. Such Miscellaneous Facilities shall be used solely for the transmission and routing of 800/888 traffic to allow Carrier's end users to send calls to SWBT for completion to IXCs, LECs other than SWBT, or SWBT.
- 5.1.2 Charges for Miscellaneous Facilities are specified in Section 7 of the applicable interstate or intrastate Special Access Tariffs. Additional charges for services provided on Miscellaneous Facilities may also apply, including, without limitation charges for directory assistance services and transport as well as other operator services.

5.2 **E911/911 Traffic**

With respect to all matters relating to E911/911 traffic, the Parties shall: (i) continue to handle such services as they do today and (ii) work together to meet any and all applicable requirements mandated under law, including tariffs, and rules and regulations of the FCC. The Parties acknowledge and agree that as applicable requirements are met and implemented, additional charges for E911/911 traffic may apply and shall in no way delay implementation of such requirements.

5.3 Directory Assistance

5.3.1 Directory Assistance Service

- 5.3.1.1 SWBT may provide Directory Assistance ("DA") service from directory assistance locations to Carrier's premises. SWBT DA service is provided when Carrier's customers reach a SWBT DA position.
- 5.3.1.2 DA calls will be completed over Type 1 end office connections for NPAs served within the LATA. For NPA 555-1212 calls, Carrier may pass those to IXCs over equal access facilities.
- 5.3.1.3 Carrier may combine DA calls over existing Type I connecting circuits or may complete DA calls over a Miscellaneous Facility group.
- 5.3.1.4 Rates listed in Appendix PRICING shall apply.

5.3.2 DA Call Completion

5.3.2.1 General

5.3.2.1.1 DA Call Completion ("DACC") is a service that provides Carrier's customers the option of having their

- local or IntraLATA calls completed when requesting a telephone listing from a SWBT DA operator.
- 5.3.2.1.2 DACC is available when Carrier has elected to receive the service and has ordered the required dedicated operator service circuits to each of the DA locations within the LATA. DACC, when billed to Carrier, is only available on a fully automated basis.
- 5.3.2.1.3 In addition to the appropriate charges for DA and DACC, terminating usage charges, rated as Type 2A service, apply for all calls completed using DACC.
- 5.3.2.1.4 DACC is available under three billing applications, specified in the next three sections: multiple rate option, single rate option and alternate billing.

5.3.2.2 Multiple Rate Option

- 5.3.2.2.1 Under the multiple rate option, Carrier is billed individually for DA and DACC when provided.
- 5.3.2.2.2 If Carrier chooses the multiple rate option, a seven digit Automatic Number Identification ("ANI") field following the called number is required from Carrier as prescribed in SWBT publication DACC Technical Requirements for Cellular Providers.
- 5.3.2.2.3 Carrier has the option of providing customer specific ANI for the purpose of directly billing for DACC or providing Carrier's billing number in the ANI field.

5.3.2.3 Single Rate Option

With a single rate option, Carrier is charged a single fixed rate for the DA and DACC portion of a DA call. This rate applies for all DA calls including those where DACC was not requested by Carrier's customer.

5.3.2.4 Alternate Billing

5.3.2.4.1 Carrier's customer has the option of billing the DACC charge as a credit card, third number or collect call under alternate billing. Alternate billing is only available when Carrier has advised SWBT of its intent to allow alternate billing of DACC.

- 5.3.2.4.2 Alternate billing of DACC is available in conjunction with existing DA and the DACC Multiple Rate Option.

 Alternate billing will not be provided with the Single Rate Option.
- 5.3.2.4.3 When an unauthorized alternate billing request for DACC is received, Carrier's customer will be advised of the unavailability of alternately billed DACC and to contact Carrier for further assistance in completing the call.

5.3.2.5 Manner of Provisioning

- 5.3.2.5.1 Operator Service Circuits: When Carrier requests DACC service, both DA and DACC services are provided over a dedicated trunk group from each Carrier MSC to the SWBT DA switch in the LATA. A separate trunk group is required for each NPA served by the SWBT DA switch in the LATA.
- 5.3.2.5.2 Billing Information Tape: When Carrier chooses the multiple rate option, billing information tapes ("BIT") will be automatically provided on a daily basis detailing the call information associated with the ANI provided by Carrier. Carrier has the option of receiving the call information via a data circuit as detailed in section 5.3.2.5.3. The charge for BIT is listed in Appendix PRICING.
- 5.3.2.5.3 Electronic Data Transmission: Electronic Data Transmission ("EDT") provides Carrier the option of receiving detailed call information via a data circuit instead of the daily BIT. The EDT data circuit is established between SWBT's data center and Carrier's premises of choice. The type EDT data circuit required is dependent upon the volume of billing information and the type terminating equipment provided by Carrier at its premises. While there is no charge for EDT, Carrier is responsible for the data circuit charges.

5.3.2.6 Rate Regulations

5.3.2.6.1 Type 2A usage charges for DACC service are found in Appendix PRICING and are rated from the Type 2A SWC. If Carrier does not have Type 2A service, usage charges are rated from the SWBT end user to the Type 1 end office designated by Carrier.

- 5.3.2.6.2 Under the multiple rate option, the DA rates found in Appendix PRICING apply in addition to the multiple rate option charge in Appendix PRICING.
- 5.3.2.6.3 DACC and associated usage are charged only upon completion of calls under the multiple rate option. DA charges always apply for calls placed to a DA position.
- 5.3.2.6.4 Under the single rate option, the DA charges listed in Appendix PRICING apply to all calls placed to a DA position including those calls where DACC was not requested by Carrier's customer. The associated usage charges only apply when a call has been completed.
- 5.3.2.6.5 When Carrier's customer elects to alternately bill DACC, Carrier will be charged for the completed DA call from Appendix PRICING and Carrier's customer will be charged the appropriate DACC rate from Section 11 of the General Exchange Tariff.
- 5.3.2.6.6 When an alternately billed DACC call is completed outside a local calling area, Carrier's customer will be billed the applicable rates from Section 2 of the Long Distance Message Telecommunications Service Tariff in addition to the DACC charges.

5.4 Operator Services

Operator Service ("OS") calls will be limited to 0+ or 0- calls on a sent paid basis only. The term "sent paid" means that all calls must be paid for by Carrier's end user at the time the call is placed. This can be accomplished by using a telecommunications credit card, placing the call collect or billing the call to a third number. No charges are incurred by Carrier. Sent paid calls can be completed as follows:

- 5.4.1 Fully Automated: when Carrier's end user dials zero (0) plus a seven or ten digit telephone number and the call is completed without the assistance of a SWBT operator.
- 5.4.2 Semi-Automated: when Carrier's end user dials zero (0) plus a seven or ten digit telephone number and the call is completed with assistance of a SWBT operator.
- 5.4.3 Manual: when Carrier's end user dials zero (0) only, then places a call with the assistance of a SWBT operator.

5.5 Area Wide Calling Plan

Area Wide Calling Plan (AWCP) is an optional reverse billing arrangement which may be requested by Carrier. This optional service permits SWBT's end user to call certain Carrier end users from any location within the LATA without incurring an additional charge, i.e., no "toll" charges are applied to the SWBT's end user.

- 5.5.1 Subscribing to the AWCP, Carrier agrees to incur a per minute of use charge for all land to mobile calls, which terminate outside of the local calling scope of the SWBT local exchange, as defined by the Intrastate Local Exchange Tariff, serving the SWBT end user who originated the call.
- 5.5.2 The charges for this service are as specified in Appendix PRICING. Mileage charges shall be calculated or measured using the V & H Coordinates Method. Mileage will be determined by calculating the airline distance from the calling party's end office to the Carrier point of interconnection. In addition to the AWCP rates in Appendix PRICING, Carrier agrees to pay the Land to Mobile Interconnection Rate for all minutes billed under an AWCP.
- 5.5.3 AWCP will be provisioned using a SWBT provided dedicated one-way land to mobile Type 2A Connecting Facility group established solely for the completion of AWCP calls. AWCP will only be provisioned utilizing a NXX code dedicated to this service.
- 5.5.4 No AWCP usage charges will apply for calls which originate and terminate within the local calling scope of the SWBT local exchange where Carrier and SWBT interconnect for the provisioning of this service.
- 5.5.5 SWBT will pay the Land to Mobile Interconnection Rate for all traffic associated with an AWCP.

6. ADDITIONAL ORDERING AND BILLING PROVISIONS

6.1 Ordering

6.1.1 Unless otherwise provided for in this Agreement, this provision shall apply for the ordering of interconnection herein. Each Party shall be responsible for ordering from the other any interconnection or other facilities as specified in this Agreement. The Parties shall mutually agree upon the format for any orders and any required codes or other information that must be included in any particular order. Subject to the paragraph immediately below, orders shall be processed as follows: after the receipt of a request, a Party shall notify the ordering Party, in a timely manner and

in agreement with published intervals, of any additional information it may require to determine whether it is technically feasible to meet the request. Within 45 days of its receipt of said information, the Party shall notify the ordering Party ("Notification") if the request is technically feasible. If the request is technically feasible, the Party shall activate the order as mutually agreed to by the parties after Notification (the "Activation Date").

6.1.2 Special Requests

- 6.1.2.1 If either Party requires interconnection at a location not listed in Appendix DCO, then it shall submit a Special Request in writing to the other Party specifying (i) the point of interconnection, (ii) an estimated activation date, and (iii) a forecast of intended use. Within 20 days of its receipt of the ordering Party's request (the "Request Date"), the providing Party shall notify the ordering Party of any additional information it may require to determine whether it is technically feasible to meet the request. Within 60 days of its receipt of said information (or 60 days from the Request Date if the providing Party does not ask for additional information), the providing Party shall notify the ordering Party ("Notification") if its request is technically feasible. If the request is technically feasible, the providing Party shall activate the interconnection at any time 15 days after Notification (the "Activation Date") as specified by the ordering Party. Upon activation the Parties shall be deemed to have amended Appendix DCO to include the added location. Special Requests for interconnection locations_not listed in Appendix DCO may involve additional charges.
- 6.1.2.2 The Parties recognize that Special Requests may be made of the other Party pursuant to section 3.3.3 herein. The providing Party shall have 75 days to notify the ordering Party ("Special Notification") if the ordering Party's Special Request, in the providing Party's sole discretion, will be fulfilled and what the cost of fulfilling such request will be. If the Special Request will be fulfilled, the providing Party shall activate the order at a time agreed to by the Parties.
- 6.1.2.3 An ordering Party may cancel a Special Request at any time, but will pay the providing Party's reasonable and demonstrable costs of processing and/or implementing the Special Request up to the date of cancellation.

6.2 Billing

6.2.1 Each Party shall deliver monthly settlement statements for terminating the other Party's traffic based on a mutually agreed schedule. Each Party will record its terminating minutes of use including identification of the originating and terminating CLLI Code for all intercompany calls. Bills rendered by either Party shall be paid within thirty (30) days of the bill date or by the next bill date.

6.2.2 Late Charges

Bills will be considered past due 30 days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds.

If the entire amount billed, exclusive of any amount disputed, is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance. The late payment charge will be the lesser of:

> The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or

> 0.000590, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

6.3 Miscellaneous Nonrecurring Charges

6.3.1 Maintenance of Service Charge

When Carrier reports trouble to SWBT for clearance and no trouble is found in SWBT's network, the Carrier shall be responsible for payment of a Maintenance of Service Charge for the period of time when SWBT personnel are dispatched. In the event of an intermittent service problem that is eventually found to be in SWBT's network, Carrier shall receive a credit for any Maintenance of Service Charges applied in conjunction with this service problem.

If the carrier reports trouble to SWBT for clearance and SWBT personnel are not allowed access to the Carrier's premises, the Maintenance of Service Charge will apply for the time that SWBT personnel are dispatched; provided that SWBT and Carrier have arranged a specific time for the service visit.

6.3.2 Additional Engineering Charges

Additional Engineering charges will be billed to the Carrier when SWBT incurs engineering time to customize the Carrier's service at the Carrier's request.

6.3.3 Additional Labor Charges

Additional labor will be charged when SWBT installs facilities outside of normally scheduled working hours at the customers request. Additional labor also includes all time in excess of one-half (1/2) hour during which SWBT personnel stand by to make installation acceptance test or cooperative test with a Carrier to verify facility repair on a given service.

6.3.4 Access Order Charge

An Access Order charge applies whenever Carrier requests installation, addition, rearrangement, change or move of the interconnection services associated with this Agreement.

6.3.5 Design Change Charge

A Design Change Charge applies when SWBT personnel review Carrier's interconnection service to determine what changes in the design of the service are required as a result of request(s) by the Carrier. SWBT will notify Carrier when the Design Change Charge would apply.

6.3.6 Service Date Change Charge

The Service Date Change Charge applies when the Carrier requests a change in the date of installation or rearrangement of interconnection service. The customer may request changes provided that the new date is no more than 45 calendar days beyond the original service date unless the requested changes are associated with an order which has been designated as a "special project". If a change or rearrangement of interconnection is necessary beyond 45 days, then the order must be canceled and reordered.

6.3.7 Access Customer Name and Address (ACNA), Billing Account Number (BAN) and Circuit Identification Change Charges

These charges apply whenever the Carrier requests changes in their ACNA, their BAN number or their Circuit Ids, respectively.

6.3.8 Supercedure

This charge also applies when Carrier assumes the license of and incorporates the interconnection services provided to another Carrier into Carrier's account.

7. NETWORK MAINTENANCE AND MANAGEMENT

The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

7.1 Network Management Controls

- 7.1.1 Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A FAX number must also be provided to facilitate notifications for planned mass calling events. Each Party agrees, at a minimum, to maintain the network traffic management controls capabilities set forth in SWBT's Wireless Interconnection Handbook, a copy of which has been provided to Carrier. Carrier acknowledges that the Handbook may be amended by SWBT from time to time.
- 7.1.2 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.
- 7.1.3 A Party's use of the other Party's facilities, or of its own equipment or that of a third party in conjunction with the other Party's facilities, shall not materially interfere with or impair service over any facilities of the other Party, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, the Party providing the facilities may discontinue or refuse service if the Party using the facilities violates this provision, provided that such termination of service will be limited to the Party's use of a facility, where appropriate.

7.2 Law Enforcement and Civil Process

SWBT and Carrier shall handle law enforcement requests as follows:

7.2.1 Intercept Devices: Local and federal law enforcement agencies periodically request information or assistance from local telephone service providers. When either Party receives a request associated with a customer of the other Party, it shall refer such request to the Party that serves such customer, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's facilities, in which case that Party shall comply with any valid request.

- 7.2.2 Subpoenas: If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end user's service provider, in which case the Party will respond to any valid request.
- 7.2.3 Law Enforcement Emergencies: If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect or one way denial of outbound calls for an end user of the other Party by the receiving Party's switch, that Party will comply with any valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end user and the Party serving such end user agrees to indemnify and hold the other Party harmless against any and all such claims.

8. NUMBERING ISSUES

8.1 Access to Numbering Resources

Carrier shall have access to numbering resources in the same fashion as they are provided to other Telecommunications Carriers. Carrier may either pay SWBT the sum of \$110 per NXX in exchange for SWBT's input of required data necessary to update the Local Exchange Routing Guide ("LERG") on Carrier's behalf, or Carrier may perform its own LERG updates at its own expense. SWBT shall not be liable for any losses or damages arising out of errors, defects, or failures associated with the input of Carrier's data into the LERG other than direct damages; provided, however, that Carrier's direct damages shall not exceed the amount of the charges paid to SWBT by Carrier for LERG input under this Agreement. Carrier agrees to defend, indemnify and hold harmless SWBT from any and all losses, damages, or other liabilities, including attorneys' fees, that it may incur as a result of claims, demands, or other suits brought by any party that may arise out of the data submitted and/or the input of that data into the LERG by SWBT. Carrier shall defend against all end user claims just as if Carrier had performed its own input into the LERG.

8.2 Local Dialing Parity

SWBT agrees that local dialing parity will be available to Carrier in accordance with the Act.

8.3 IntraLATA Toll Dialing Parity

SWBT agrees to make IntraLATA toll dialing parity available in accordance with Section 271(e) of the Act.

9. VERIFICATION REVIEWS

- 9.1 Each Party will be responsible for the accuracy and quality of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct a review and verification of the other Party to give assurances of compliance with the provisions of this Agreement. This includes on-site verification reviews at the other Party's or the Party's vendor locations.
- 9.2 After the initial year of this Agreement verification reviews will normally be conducted on an annual basis with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Follow up reviews will be permitted on a reasonable time schedule between annual reviews where significant deviations are found. During the initial year of the Agreement more frequent reviews may occur.
- 9.3 The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a minimum of twenty-four (24) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.
- 9.4 The Parties' right to access information for verification review purposes is limited to data not in excess of twenty-four (24) months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either Party involved with a verification review shall be subject to the confidentiality provisions of this Agreement.
- 9.5 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

10. LIABILITY AND INDEMNIFICATION

10.1 With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of that particular service during which such mistake, omissions, defect in transmission, interruption, failures, delay or error occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused or contributed to by the negligence or willful act of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the Party furnishing service.

10.2 NO CONSEQUENTIAL DAMAGES

NEITHER SWBT NOR CARRIER SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL. RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT SWBT'S OR CARRIER'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT PROXIMATELY CAUSED BY SWBT OR CARRIER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL **ANYTHING** CONTAINED IN THIS SECTION LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED HEREIN.

10.3 Each Party shall be indemnified and held harmless by the other Party against claims and damages by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under this Agreement; (ii) actual or alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or

intellectual property right (now know or later developed); and (iii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its end users (e.g., claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.

- 10.4 The Parties agree to release, defend, indemnify, and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the other Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with any services herein.
- 10.5 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

10.6 OSHA Requirements

The Parties agree to abide by and to undertake the duty of compliance on behalf of the other Party with all federal, state and local laws, safety and health regulations relating to one Party's at other Party's facilities, and to indemnify and hold the other Party harmless for any judgments, citations, fines, or other penalties which are assessed against such Party as the result solely of the first Party's failure to comply with any of the foregoing.

11. CONFIDENTIALITY AND PROPRIETARY INFORMATION

Information") means confidential or proprietary technical or business information given by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will automatically be deemed proprietary to the Discloser and subject to this Section 11, unless otherwise confirmed in writing by the Discloser. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's

Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this section.

- 11.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 11.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement; the Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.
- 11.4 The Recipient shall have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.
- 11.5 The Parties recognize that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser.
- 11.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

- 11.7 No license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue or the disclosure of any Confidential Information.
- 11.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

12. PUBLICITY

- 12.1 The Parties agree not to use in any advertising or sales promotion, press release or other publicity matter any endorsement, direct or indirect quote, or picture implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, and obtain such approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.
- 12.2 Neither Party will offer any services using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of the other Party or its affiliates without the other Party's written authorization.

13. DISPUTE RESOLUTION

13.1 Finality of Disputes

No claims shall be brought for disputes arising from this Agreement more than twenty-four (24) months from the date of occurrence which gives rise to the dispute, or the applicable statue of limitations, whichever is shorter.

13.2 Alternative to Litigation

The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim of \$25,000 or less, arising out of or relating to this Agreement or its breach.

13.2.1 Resolution of Disputes Between Parties to the Agreement

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement are exempt from discovery and production and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

13.2.2 Arbitration

- 13.2.2.1 If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories-demands to produce documents; requests for admission.
- 13.2.2.2 Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in the state where the Parties interconnect. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

13.2.3 Costs

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

14. INTERVENING LAW

- 14.1 This Agreement is entered into as a result of both private negotiation between the Parties, acting pursuant to the Act, PURA'95, and/or other applicable state laws or Commission rulings. If the actions of state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of the contract, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions will be resolved pursuant to any remedy available to the Parties under law; provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.
- 14.2 In the event a court or regulatory agency of competent jurisdiction should determine that modifications of this Agreement are required to bring the services being provided hereunder into compliance with the Act, the affected Party shall promptly give the other Party written notice of the modifications deemed required. Upon delivery of such notice, the Parties shall expend diligent efforts to arrive at an agreement respecting such modifications required, and if the Parties are unable to arrive at such agreement within sixty (60) days after such notice, either Party may seek any remedy available to it under law; provided that the Parties may mutually agree to invoke the dispute resolution process set forth in this Agreement.

15. SECTION 252 (i) OBLIGATIONS

If SWBT enters into an agreement approved by the Commission providing for Interconnection and Reciprocal Compensation with another Wireless Telecommunications Carrier in the State of Missouri (a "Third Party Agreement"), then Carrier shall have the option to avail itself of the terms and conditions of the Third Party Agreement in its entirety, without picking and choosing less than all of the provisions of the Third Party Agreement, unless so required by subsequent applicable intervening law under Section 14. Carrier may request to renegotiate, at any time, this agreement in its entirety or any provision of this agreement. Carrier acknowledges that other agreements are or will be on file with the Commission and that such agreements are available to the public. If Carrier desires to avail itself of a Third Party Agreement, it shall provide SWBT written notice of such desire, and the Parties shall be deemed to have adopted the Third Party Agreement, in place of this Agreement, upon SWBT's receipt of

Carrier's notice; provided, however, that Carrier may not avail itself of any Third Party Agreement if SWBT demonstrates to the Commission that SWBT would incur greater cost to provide Carrier the Third Party Agreement than SWBT incurs to provide such arrangements to the third party that is party to the Third Party Agreement. The Parties agree to make arrangements to pay one another retroactively based upon the adopted Third Party Agreement for the period from the adoption date of the adopted agreement to the date on which both Parties can implement changes in their respective billing systems or arrangements. The Parties agree that the implementation of changes to billing systems or arrangements will not exceed sixty (60) days from receipt of Carrier's notice by SWBT.

16. ACCESS TO RIGHTS OF WAY

The provisions concerning Carrier's access to and use of space on or within a pole, duct, conduit, or right-of-way owned or controlled by SWBT are set forth in Appendix POLES, CONDUIT, AND ROW to be negotiated and entered into by the Parties after the execution of this Agreement. At such time, the Appendix shall be deemed incorporated into and part of this Agreement. The Parties agree that the Appendix POLES, CONDUIT, AND ROW will be developed with 30 day of the effective date of this Agreement.

17. CERTIFICATION REQUIREMENTS

Carrier warrants that it has obtained all necessary jurisdictional certification required in those jurisdictions in which Carrier has ordered services pursuant to this Agreement. Upon request by any governmental entity, Carrier shall provide proof of certification to SWBT.

18. MISCELLANEOUS PROVISIONS

18.1 Effective Date

The Parties shall effectuate all the terms of this Agreement upon final approval of this Agreement by the relevant state Commission when it has determined that this Agreement is in compliance with Section 252 of the Act; provided, however, the Parties agree to make arrangements to pay one another for the period from date of approval to the date on which both Parties can implement changes in their respective billing systems or arrangements. The Parties agree that the implementation of changes to billing systems or arrangements will not exceed sixty (60) days.

18.2 Term and Termination

¹ This agreement is based upon the previously approved agreement between SWBT and Western Wireless and however it will become effective only after Commission approval. The date of Commission approval will become the effective date of this agreement.

² see footnote I

- 18.2.1 SWBT and Carrier agree to interconnect pursuant to the terms defined in this Agreement for a term Agreement that shall expire on October 7, 1998³, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination; provided, however, that no such termination shall be effective prior to the date one year from the Effective Date of this Agreement. By mutual agreement, SWBT and Carrier may amend this Agreement in writing to modify its terms.
- 18.2.2 Either Party may terminate this Agreement upon thirty (30) days written notice of a material breach of this Agreement by the other Party to this Agreement, which material breach remains uncured for thirty (30) day period after written notice of the material breach by the non-breaching Party to the breaching Party.

18.3 Binding Effect

This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

18.4 Assignment

Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld; provided that either Party may assign its rights and delegate its benefits, and delegate its duties and obligations under this Agreement without the consent of the other Party to a 100 per cent owned affiliate of the assigning Party. Nothing in this section is intended to impair the right of either Party to utilize subcontractors.

18.5 Third Party Beneficiaries

This Agreement shall not provide any non-party with any remedy, claim, cause of action or other right.

18.6 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless

³ This agreement is based upon the previously approved agreement between SWBT and Western Wireless and therefore shall terminate concurrently with the underlying Western Wireless agreement. The underlying agreement was approved by the Missouri Public Service Commission for an initial term of one (1) year which expired on October 7, 1998.

of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

18.7 DISCLAIMER OF WARRANTIES

THE PARTIES MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, THE PARTIES ASSUME NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS, ACCESSED AND/OR USED BY A THIRD PARTY.

18.8 Survival of Obligations

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 on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof

18.9 Waiver

The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but this Agreement shall be and remain at all times in full force and effect.

18.10 Trademarks and Trade Names

Nothing in this Agreement will grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

18.11 Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation, e.g., reseller certificate, from the appropriate taxing authority.

18.12 Relationship of the Parties

This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

18.13 Services

Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

18.14 Notices

In an event any notices are required to be sent under the terms of this Agreement, they shall be sent by registered mail, return receipt requested to:

To SWBT: Director - Access Product Mgt.

One Bell Center, Rm. 7-Z-1 St. Louis, MO 63101 To Carrier:

Director of Regulatory Affairs 3650 131st Ave. SE, Suite 200 Bellevue, Washington 98006

24 Hour Network Management Contact:

For SWBT: 1-800-662-2163

For Carrier: Michael O'Brien 1-800-982-7447 1-800-472-1175 VoiceStream Wireless Corporation 3605 132nd Ave. SE, Suite 100 Bellevue, Washington 98006 (425) 653-4667 PCS (425) 444-0008 FAX (425) 653-4640

18.15 Expenses

Except as specifically set out in this Agreement, each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

18.16 Headings

The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

18.17 Governing Law

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Missouri, except insofar as federal law may control any aspect of this Agreement, in which case federal law will govern. The Parties submit to personal jurisdiction in Jackson County, Missouri and waive any and all objections to such venue.

18.18 Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one and the same document.

18.19 Complete Terms

This Agreement together with its appendices and exhibits constitutes the entire agreement between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties. Appendices and exhibits referred to herein are deemed attached hereto and incorporated by reference. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.

If this Agreement is acceptable to Carrier and SWBT, both Parties will sign in the space provided below. This Agreement shall not bind Carrier and SWBT until executed by both parties.⁴

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.

Dark	Jan Some
Sign:	Sign.
David Miller	Lary Cosper Print Name:
Print Name:	Print Name:
Vice President of Legal Affairs Position/Title VoiceStream Wireless Corporation	President-Industry Models Position/Title Southwestern Bell Telephone Company
1-5-00	1-22-00
Date:	Date:

⁴ This Agreement is based on an approved contract previously entered into by Southwestern Bell Telephone Company and Western Wireless. Thus, notwithstanding language in the body of the Agreement or any attachments thereto, rates, terms, and conditions of this Agreement shall only apply after the Effective Date of this Agreement.

APPENDIX PRICING

1.0 Mobile to Land Interconnection Rates Per Minute of Use

Type 2A	Type 2A Type 1		Transiting	
\$.01	\$.01	\$.004	\$.004	

2.0 Land to Mobile Interconnection Rates Per Minute of Use

All Interconnection

Types	Transiting		
\$.01	\$.004		

- 3.0 Carrier facilities will be provided at rates, terms, and conditions developed on an individual case basis.
- 4.0 Shared Facility (1)(2)
 - 4.1 Shared Facility Factor Carrier .80
 - 4.2 Shared Facility Factor SWBT .20
- 5.0 Inter MTA Traffic (2)
 - 5.1 Inter MTA Traffic Factor

Land to Mobile: if less than 3% is reported then factor will be set at 0%, if greater than 3% then factor will be actual percentage reported

Mobile to Land: 0%

modito to Edita: 070

5.2 Inter MTA Rates (to be paid to SWBT by Carrier on applicable Inter MTA calls)

Land to Mobile (originating) \$.023971 Mobile to Land (terminating) \$.023971

- (1) These factors represent the percentage of the facility rate that each Party will pay for each shared connecting facility.
- (2) This is an interim factor agreed to by Carrier and SWBT. This factor is to be verified within six (6) months of the Effective Date of this Agreement.

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APPENDIX PRICING (Continued)

- 6.0 Directory Assistance
 - 6.1 Directory Assistance Rates (1)

Per Call		\$.2975
Transport Per Call	0 - 1 mile	\$.0028
	>1 to 25 miles	\$.0060
	>25 to 50 miles	\$.0222
	>50 miles	\$.0351

- 6.2 Directory Assistance Call Completion (1)
 - 6.2.2 Per Completed Call

\$.20

6.2.3 Operator Service Circuits

In addition to the Per Call Rates, Carrier must establish facilities between the Carrier's MSC and SWBT's TOPS tandem. Prices can be found in Section 7 of the applicable interstate or intrastate Access Services Tariffs.

- 7.0 Area Wide Calling Plan (AWCP)
 - 7.1 AWCP Rates Per Minute of Use

Local Switching Local Transport		\$.008480		
Docar fransport	>1 to 25 miles	\$.0077		
	>25 to 50 miles	\$.0162		
	>50 miles	\$.0274		
Carrier C	ommon Line	10.2		

- 7.2 A nonrecurring charge of \$3958.50 applies to arrange a new AWCP NXX Code or to covert an existing NXX Code to an AWCP.
- 8.0 Signaling System 7 ("SS7") Transport

Rate per million octets

\$2.39

(1) If the Carrier chooses the Single Rate Option, then a rate of \$.50 shall apply for every DA call. With the Single Rate Option, DACC may be utilized by the Carrier's end user at no additional charge to the Carrier.

APPENDIX PRICING (Continued)

9,0	Selective Class of Call Scre	ening Per M	lonth Nonrecurring Charge
	Per BAN per month	\$40.	75 \$370.00
10.0	Miscellaneous Nonrecurris	ig Charges	
	Maintenance of Service		
	Basic Time Overtime Premium Time 26.73	1st 1/2 hr. \$ 31.65	Ea. add'l. 1/2 hr. \$ 21.32 Ea. add'l. 1/2 hr. \$ 26.73 31.65 Ea. add'l. 1/2 hr. \$
	Access Order Charge	Switched Services Special Services	\$ 17.00 \$ 14.00
	Design Change	\$ 32.96	
	Service Date Change	\$ 14.77	
	ACNA Change	\$ 22.00 per trunk gro	oup
	BAN Change	\$22.00 per BAN cha	nge
	CKT ID Change	\$ 22.00 per trunk gro	oup
	Additional Engineering	•	
	Basic Time Overtime	1st 1/2 hr. \$ 34.59 1st 1/2 hr. \$ 41.37	
	Additional Labor Rates Installation Basic Time Overtime	1st 1/2 hr. \$ 36.35 1st 1/2 hr. \$ 41.77	Ea. add'l. 1/2 hr. \$ 26.73 Ea. add'l. 1/2 hr. \$ 32.15
	Testing & Mtce. Basic Time Overtime	lst 1/2 hr. \$ 30.93 lst 1/2 hr. \$ 36.35	Ea, add'l. 1/2 hr. \$ 21.23 Ea, add'l. 1/2 hr. \$ 26.73
	Supersede	Switched Services Special Services	\$ 17.00 \$ 14.00

APPENDIX PRICING (Continued)

10.0 Miscellaneous Nonrecurring Charges (Continued)

Cancellation Charge No. of business days from order application through

the order cancellation multiplied by the average daily charge of the service ordered, plus the Access

Order Charge.

Rollover Charges A rollover is a Carrier initiated move that involves a

change of a Point of Termination from an existing service within the same Carrier premises. The nonrecurring charge associated with the installation of that service applies when Carrier requests a

rollover.

Conversion Charge A nonrecurring charge of \$70.00 per end office

applies when changing a Type 1 service

arrangement to a Type 2A, where retranslations are

required.

APPENDIX DCO

Voice Stream POIs

MTSO CLLI	Address	Telephone

Appendix GSA

State	Licensee	License Area	Switch Locations in the State
Texas	Western PCS I License Corp.	El Paso MTA	El Paso
			Midland
Texas	GCC License Corporation	TX-3, TX-8, TX-12, TX-13, TX-14, TX-15 Abilene MSA	Lubbock
		San Angelo MSA	
Texas	Odessa Cellular License Corp.	Odessa MSA	
Texas	Midland Cellular License Corp.	Midland MSA	
Texas	KETS Partnership	Lubbock MSA	
Oklahoma	Western PCS I License Corp.	Oklahoma City MSA	Oklahoma City
Missouri	GCC License Corporation	MO-9	Salina, KS
Kansas	GCC License Corporation	KS-3,KS-4, KS-8,	Salina
		KS-9, KS-10, KS-14	

APPENDIX DCO SWBT TANDEMS

LATA/SECTOR	VCOORD	HCOORD	CLLI	TYPE
520 - SIKESTON	7099	3220	SKSTMOGR04T	DMS100/200
520 - ST.LOUIS-JEFFERSON	6807	3490	STLSMO0501T	5ESS
520 - ST.LOUIS-LADUE	6818	3517	STLSMO2101T	5ESS
522 - SPRINGFIELD	7311	3833	SPFDMOTL02T	DMS200
524 - CHILLICOTHE	6820	4104	CHLCMOMIOST	DMS100/200
524 - KANSAS CITY	7049	4210	KSCYKSJ007T	DMS100/200
524 - KANSAS CITY	7207	4202	KSCYMO5503T	DMS100/200
524 - KIRKSVILLE	6674	3993	KKVLMOMO10T	DMS100/200
524 - MOBERLY	6817	3899	MBRLMOAM06T	5ESS
524 - ST.JOSEPH	6913	4301	STJSMODN03T	DMS100/200
526 - FAYETTEVILLE	7599	3872	FYVLARHI02T	DMS200
526 - FORT SMITH	7752	3855	FTSMARSU03T	DMS200
528 - JONESBORO	7388	3297	JNBOARMA02T	DMS100/200
528 - LITTLE ROCK	7721	3448	LTRKARFR02T	DMS200
530 - PINEBLUFF	7803	3358	PNBLARJE02T	DMS200
532 - DODGE CITY	7641	4958	DDCYKS0107T	DMS100/200
532 - HUTCHINSON	7453	4644	HTSNKS0207T	DMS100/200
532 - PARSONS	7422	4159	PRSSKSWA07T	DMS100/200
532 - WICHITA	7489	4520	WCHTKSBR07T	DMS200
534 - HAYS	7374	4932	HAYSKS1107T	DMS100/200
534 - SALINA	7275	4656	SALNKSTA07T	DMS100/200
534 - TOPEKA	7110	4379	TPKAKSJA07T	DMS100/200
536 - ALTUS	8230	4611	ALTSOKMA01T	5ESS
536 - ARDMORE	8180	4204	ARMROKMA01T	5ESS
536 - CLINTON	8030	4616	CLTNOKMA02T	DMS100/200
536 - DURANT	8165	4063	DRTNOKMA02T	DMS100/200
536 - ENID	7784	4507	ENIDOKMA02T	5ESS
536 - LAWTON	8178	4454	LWTNOKTB02T	DMS100/200
536 - OKLAHOMA CITY	7946	4372	OKCYOKCE13T	DMS200
538 - BARTLESVILLE	7589	4224	BRVLOKFE01T	DMS100/200
538 - TULSA	7708	4176	TULSOKTB03T	DMS100/200
540 - EL PASO	9231	5655	ELPSTXMA15T	DMS200
542 - MIDLAND	8934	4890	MDLDTXMU15T	DMS200
544 - LUBBOCK	8598	4962	LBCKTXPS15T	DMS100/200
546 - AMARILLO	8266	5075	AMRLTX0215T	DMS100/200
548 - WICHITA FALLS	8323		WCFLTXNI04T	DMS100/200
550 - ABILENE	8698		ABLNTXOR15T	DMS200
552 - DALLAS-RIVERSIDE	8437	4035	DLLSTXRI01T	5ESS
552 - DALLAS-TAYLOR	8432	4033	DLLSTXTA03T	4ESS
552 - FT. WORTH	8479	4123		DMS200
554 - LONGVIEW	8347	3661		DMS200
556 - WACO	8705	3994	WACDTX0115T	DMS200
558 - AUSTIN	9004	3997	i	DMS100/200
560 - HOUSTON	8947	3548	HSTNTX0801T	DMS200
560 - HOUSTON-JACKSON	8943			DMS200
560 - HUNTSVILLE	8758	3650	HNVITXHN02T	DMS100/200
560 - NACOGDOCHES	8618	3569		DMS100/200
562 - BEAUMONT	8777	3344	`	DMS100/200

APPENDIX DCO SWBT TANDEMS

564 - CORPUS CHRISTI	9477	3738	CRCHTXTU03T	DMS200
566 - SAN ANTONIO	9225	4063	SNANTXCA03T	DMS200
568 - HARLINGEN	9819	3664	HRLNTXHG03T	DMS200



EXCHANGE	CLLI	TYPE	LATA	VCOORD	HCOORD	ADDRESS
ABLN ORCHARD 672	ABLNTXORCG0	ISPC/1AAP	550	8698	4513	343 CEDAR, ABILENE, TX 79601
ABLN-ORCHARD	ABLNTXORDC5	DGTL/D1/2	550	8698	4513	343 CEDAR, ABILENE, TX 79601
ABLN OWEN 692	ABLNTXOWDS0	DGTL/5ES	550	8707	4519	2626 POST OAK RD, ABILENE, TX 79605
ALLEN	ALLNTXSADS0	DGTL/5ES	552	8364	4040	W FIRST ST, ALLEN, TX 75002
HSTN-ALVIN LVRPL	ALVNTXALCG0	1SPC/1AAP	560	8994	3487	209 S. HARDIE, ALVIN, TX 77511
AMRL TENTH 372	AMRLTX02CG0	1SPC/1AAP	546	8266	5075	113 W 10TH, AMARILLO, TX 79101
AMRL-TENTH	AMRLTX02DC5	DGTUD1/2	546	8266	5075	113 W 10TH, AMARILLO, TX 79101
AMRL FLEETWOOD	AMRLTXFLDS0	DGTL/5ES	546	8274	5080	3326 WESTERN, AMARILLO, TX 79109
AUST EVERGREEN	AUSTTXEVDS0	DGTL/D100	558	9007	3984	650 BASTROP HWY., AUSTIN, TX 78741
AUST FAIRFAX 327	AUSTTXFADS0	DGTUD100	558	9006	4012	5118 BEE CAVES RD., AUSTIN, TX 78756
AUST FIRESIDE345	AUSTTXFIDS0	DGTU5ES	558	8984	4011	5501 SPICEWOODSPRINGS RD, AUSTIN, TX 78759
AUST GREENWOOD	AUSTTXGRCG0	1SPC/1AAP	558	9004	3997	120 W. NINTH, AUSTIN, TX 78701
AUST GREENWOOD	AUSTTXGRCG1	1SPC/1AAP	558	9004	3997	120 W. NINTH, AUSTIN, TX 78701
AUST-GREENWOOD	AUSTTXGRDS2	DGTL/D1/2	558	9004	3997	120 W. NINTH, AUSTIN, TX 78701
AUST-HICKORY	AUSTTXHIDSO	DGTL/5ES	558	9012	3997	201 CUMBERLAND, AUSTIN, TX 78704
AUST HOMESTEAD	AUSTTXHOCG0	1SPC/1AAP	558	8993	3999	817 N. LOOP, AUSTIN, TX 78704
AUST HOMESTEAD	AUSTTXHODS0	DGTL/5ES	558	8993	3999	817 N. LOOP, AUSTIN, TX 78704
AUST JOLLYVL 258	AUSTTXJOCG0	1SPC/1AAP	558	8973	402 6	9401 ANDERSON MILL RD, ROUNDROCK, TX 78664
AUST LEANDER 259	AUSTTXLEDS0	DGTL/5ES	558	8949	4042	U.S. HWY 183 NO., LEANDER, TX 78641
AUST MANOR 272	AUSTTXMADSO	DGTL/5ES	558	8977	3970	#11 BURNET ST., MANOR, TX 78653
AUST MANCHACA282	AUSTTXMCDS0	DGTL/D100	558	9035	3999	101 W. FM1626, MANCHAGA, TX 78652
AUST PFLUGERVILL	AUSTTXPFDS0	DGTL/5ES	558	8962	3990	103 S. FIRST, PFLUGERVILLE, TX 78660
AUST ROUND ROCK	AUSTTXRRDS0	DGTL/5ES	558	8952	4004	103 E. BAGDAD, ROUND ROCK, TX 78664
AUST TENNYSON836	AUSTTXTECG0	1SPC/1AAP	558	8978	3996	11409 N. LAMAR, AUSTIN, TX 78753
AUST TWINBROOK	AUSTTXTWDS0	DGTUD100	558	9017	4009	5420 U.S. HWY 290 W., AUSTIN, TX 78745
AUST WALNUT 926	AUSTTXWADS0	DGTL/5ES	558	8994	3987	5607 SPRINGDALE RD., AUSTIN, TX 78723
BELTON 939	BETNTXBEDS0	DGTUD100	556	8827	4010	318 MAIN, BELTON, TX 76513
BIG SPRING 263	BGSPTXBSDS0	DGTU5ES	542	8847	4800	801 RUNNELS, BIG SPRING, TX 79720
BRENHAM	BRHMTXBRDS0	DGTL/D100	560	8932	3752	206 N. BAYLOR, BRENHAM, TX 77833
BASTROP 321	BSTRTXBSDS0	DGTUD100	558	9007	3909	1107 WATER ST., BASTROP, TX 78602
BUMT-TERMINAL 83	BUMTTXTECG0	1SPC/1AAP	562	8777	3344	220 MAIN, BEAUMONT, TX 77701
BUMT-TERMINAL	BUMTTXTEDS0	DGTU5ES*	562	8777	3344	220 MAIN, BEAUMONT, TX 77701
BUMT-TERMINAL	BUMTTXTEDS1	DGTUD1/2	562	8777	3344	220 MAIN, BEAUMONT, TX 77701
BUMT-TWINBROOK 6	BUMTTXTWDS0	DGTUD100	562	8773	3355	4310 SINGLETON, BEAUMONT, TX 77708
BWVL-LINCOLN	BWVLTXLIDS0	DGTL/5ES	568	9861	3606	701 E. WASHINGTON, BROWNSVILLE, TX 78520
CLEBURNE	CLBNTXMIDS0	DGTL/5ES	552	8563	4102	111 N ROBINSON, CLEBURNE, TX 76031
CLEVELAND 592	CLEVTXCLDSD	DGTL/5ES	560	8801	3540	209 E. CROCKETT, CLEVELAND, TX 77327

CORPUSCALALEN241	CRCHTXCADS0	DGTL/D100	564	9481	3773	2902 MCKINZIE, CORPUS CHRISTI, TX 78410
CORPUSFLRBLUF937	CRCHTXFBDS0	DGTUD100	564	9493	3709	1501 DEMA, CORPUS CHRISTI, TX 78418
CORPUS TERMNE855	CRCHTXTECGO	1SPC/1AAP	564	9489	3735	4605 KOSTORYZ, CORPUS CHRISTI, TX 78415
CORPUS TULIP 882	CRCHTXTUCGO	1SPC/1AAP	564	9477	3738	406 N CARANCAHUA, CORPUS CHRISTI, TX 78401
CRCH-TULIP	CRCHTXTUDS0	DGTL/5ES	564	9477	3738	406 N CARANCAHUA, CORPUS CHRISTI, TX 78401
CORPUS WYMAN 991	CRCHTXWYDSO	DGTL/D100	564	9492	3724	1744 AIRLINE, CORPUS CHRISTI, TX 78412
CORSICANA	CRSCTXTRDS0	DGTL/D100	552	8551	3923	212 N 13TH ST, CORSICANA, TX 75110
CARTHAGE	CRTHTXOXDS0	DGTL/5ES	554	8385	3564	317 W SABINE, CARTHAGE, TX 75633
DENISON	DESNTXHODS0	DGTL/5ES	552	8225	4071	600 W CRAWFORD, DENISON, TX 75020
DLLS-ADDISON 239	DLLSTXADCG0	1SPC/1AAP	552	8406	4048	5820 ALPHA RD, ADDISON, TX 75240
DLLS-ADDISON 239	DLLSTXADDSO	DGTL/D100	552	8406	4048	5820 ALPHA RD, ADDISON, TX 75240
DLLS-CEDAR HILL	DLLSTXCHDS0	DGTUSES	552	8486	4046	610 W BELTLINE RD, CEDAR HILL, TX 75014
DLLS-DAVIS 321	DLLSTXDACG0	1SPC/1AAP	552	8422	4023	1255 TAVAROS, DALLAS, TX 75218
DLLS-DIAMOND 341	DLLSTXDICG0	1SPC/1AAP	552	8411	4029	9920 AUDELIA, DALLAS, TX 75238
DLLS-DANIELDALE	DLLSTXDNDS0	DGTL/5ES	552	8467	4027	9400 BLUE CREST, DALLAS, TX 75232
DLLS-DESOTO	DLLSTXDSDS0	DGTU5ES	552	8482	4028	B02 S HAMPTON, DESOTO, TX 75208
DLLS-DUNCANVILLE	DLLSTXDVCG0	ISPC/1AAP	552	8470	4043	200 S HASTINGS, DUNCANVILLE, TX 75116
DLLS-EMERSON	DLLSTXEMDSO	DGTU5ES	552	8418	4040	8643 HILLCREST, DALLAS, TX 75225
DLLS-EVERGREEN	DLLSTXEVDS0	DGTU5ES	552	8431	4016	7611 MILITARY PKWY, DALLAS, TX 75227
DLLS-EXPRESS 391	DLLSTXEXDS0	DGTL/5ES	552	8441	4010	8120 ELAM RD, DALLAS, TX 75217
DLLS-FARMERS BRN	DLLSTXFBCG0	1SPC/1AAP	552	8414	4064	13303 DENTON, DALLAS, TX 75234
DLLS-FEDERAL 331	DLLSTXFEDS0	DGTL/5ES	552	8453	4043	2400 S WESTMORELAND, DALLAS, TX 75211
DLLS-FLEETWOOD	DLLSTXFLDS0	DGTL/5ES	552	8425	4049	8333 LEMMON AVE, DALLAS, TX 75209
DLLS-FRANKLIN	DLLSTXFRCGO	1SPC/1AAP	552	8453	4027	2007 E ANN ARBOR, DALLAS, TX 75216
DLLS-GR PRAIRIE	DLLSTXGPCG0	1SPC/1AAP	552	8456	4064	1423 SMALL ST, GRAND PRAIRIE, TX 75050
DLLS-HAMILTON	DLLSTXHACGO	1SPC/1AAP	552	8438	4030	2621 S HARWOOD, DALLAS, TX 75215
DLLS-HUTCHINS	DLLSTXHUDS0	DGTL/5ES	552	8457	4009	MAIN & ATHENS, HUTCHINS, TX 75141
DLLS-LAKESIDE	DLLSTXLADSO	DGTL/5ES	552	8430	4039	4211 IRVING AVE, DALLAS, TX 75219
DILS-LANCASTER	DLLSTXLNDS0	DGTL/5ES	552	8470	4015	601 PLEASANT RUN, LANCASTER, TX 75146
DILS-MID CITIES	DLLSTXMCCG0	1SPC/1AAP	552	8463	4072	2513 SHERMAN, GRAND PRAIRIE, TX 75050
DLLS-MID CITIES	DLLSTXMCDS0	DGTL/5ES	552	8463	4072	2513 SHERMAN, GRAND PRAIRIE, TX 75050
DLLS-MELROSE	DLLSTXMECGO	1SPC/1AAP	552	8435	4050	760 W MOCKINGBIRD, DALLAS, TX 75247
DILS-MELROSE	DLLSTXMECG1	1SPC/1AAP	552	8435	4050	760 W MOCKINGBIRD, DALLAS, TX 75247
DILS-MESQUITE	DLLSTXMSDS0	DGTL/5ES	552	8425	4000	321 W KIMBROUGH, MESQUITE, TX 75149
DI IS-NO MESQUITE	DLLSTXNMCGO	1SPC/1AAP	552	8418	4011	2943 OATES DR, MESQUITE, TX 75150
DILS-NORTHLAKE	DLLSTXNODSO	DGTL/5ES	552	8424	4069	625 E ROYAL LN, IRVING, TX 75062
DUS-RENNER 248	DLLSTXRECG0	1SPC/1AAP	552	8397	4057	17451 DALLAS PKWY, DALLAS, TX 75287
DLLS-RIVERSIDE	DLLSTXRICG2	ISPC/IAAP	552	8437	4035	308 S AKARD, DALLAS, TX 75202
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DLLS-RIVERSIDE	DLLSTXRIDS0	DGTL/5ES	552	8437	4035	308 S AKARD, DALLAS, TX 75202
DLLS-RICHARDSON	DLLSTXRNDSO	DGTL/5ES	552	8398	4037	200 E TYLER, RICHARDSON, TX 75081
DLLS-ROSS AVENUE	DLLSTXRODSO	DGTL/5ES	552	8435	4035	2404 ROSS AVE, DALLAS, TX 75201
DLLS-RYLIE 286	DLLSTXRYDS0	DGTL/5ES	552	8443	4000	11429 RAVENVIEW, DALLAS, TX 75253
DLLS-SEAGOVILLE	DLLSTXSEDS0	DGTL/5ES	552	8445	3982	106 E ADKINS, SEAGOVILLE, TX 75159
DLLS-TAYLOR	DLLSTXTA04T	DGTL/D1/2	552	8432	4033	4211 BRYAN ST, DALLAS, TX 75204
DLLS-TAYLOR 821	DLLSTXTADS0	DGTL/5ES	552	8432	4033	4211 BRYAN ST, DALLAS, TX 75204
DLLS-WHITEHALL	DLLSTXWHCG0	1SPC/1AAP	552	8445	4036	200 W NINTH, DALLAS, TX 75208
EDINBURG 383	EDBGTXEBCG0	1SPC/1AAP	568	9831	3759	201 W. MAHL, EDINBURG, TX 78539
EAGLE PASS-PROSP	EGPSTXEPDS0	DGTL/D100	566	9505	4370	416 MONROE, EAGLE PASS, TX 78852
ELPS-EAST	ELPSTXEADSO	DGTL/D100	540	9222	5652	3103 AURORA, EL PASO, TX 79930
ELPS-HACIENDA	ELPSTXHADSO	DGTL/D100	540	9225	5630	7945 PARRAL, EL PASO, TX 79915
ELPS MAIN 532	ELPSTXMACG0	1SPC/1AAP	540	9231	5655	500 TEXAS ST RM 318, EL PASO, TX 79901
ELPS-MCCOMBS	ELPSTXMSDS0	DGTL/5ES	540	9191	5652	5845 SEAN HAGGERTY DR, EL PASO, TX 79934
ELPS NO EAST 751	ELPSTXNECG0	ISPC/IAAP	540	9204	5651	5001 HONDO PASS, EL PASO, TX 79924
ELPS-NORTH	ELPSTXNODS0	DGTL/5ES	540	9220	5676	100 SUNSET, EL PASO, TX 79922
ELPS SO EAST 779	ELPSTXSECG0	1SPC/1AAP	540	9225	5643	6045 GRIEMS CT, EL PASO, TX 79905
ELPS SANDHILLS	ELPSTXSHDS0	DGTL/5ES	540	9219	5617	2851 N ZARAGOSA, EL PASO, 79936
1	ELPSTXYSDS0	DGTL/5ES	540	9237	5618	520 IVEY, EL PASO, TX 79927
ENNIS	ENNSTXTRDS0	DGTL/D100	552	8515	3968	208 W CROCKETT, ENNIS, TX 75119
FREEPORT	FRPTTXFRDS0	DGTU5ES	560	9096	3468	1021 W. BROAD, FREEPORT, TX 77541
FRISCO-ESSEX 377	FRSCTXESDS0	DGTL/5ES	552	8364	4069	206 S 5TH ST, FRISCO, TX 75034
l	FTWOTXARCG0	ISPC/1AAP	552	8480	4080	4801 MATLOCK RD, ARLINGTON, TX 76018
FTWO-ATLAS	FTWOTXATCG0	1SPC/1AAP	552	8458	4108	3412 BOOTH CALLOWAY, FT WORTH, TX 76118
FTWO-WEDGEWOOD	FTWOTXAXCG0	1SPC/1AAP	552	8501	4127	4420 WEDGEMONT CIR, FT WORTH, TX 76133
FTWO-BENBROOK	FTWOTXBBDS0	DGTL/5ES	552	8505	4141	1020 COZBY SOUTH ST, FT WORTH, TX 76126
FTWO-BURLESON	FTWOTXBNDS0	DGTL/5ES	552	8520	4105	206 W RENFRO, BURLESON, TX 76028
FTWO-MANSFIELD	FTWOTXBRDS0	DGTL/01 0 0	552	8503	4076	216 SMITH ST, MANSFIELD, TX 76063
FTWO-NO RICHLAND	FTWOTXBUCG0	1SPC/1AAP	552	8451	4116	6636 WATAUGA RD, WATAUGA, TX 76148
FTWO-CROWLEY	FTWOTXBYDS0	DGTU5ES	552	8518	4118	308 W PECAN, CROWLEY, TX 76036
FTWO-SAGINAW	FTWOTXCEDS0	DGTL/D100	552	8458	4134	1611 WATAUGA RD, FT WORTH, TX 76131
FTWO-WESTLAND	FTWOTXCIDSO	DGTUSES	552	8494	4147	3309 ALEMEDA, FT WORTH, TX 76116
FTWO-CENTREPORT	FTWOTXCPDS0	DGTL/D100	552	8445	4082	4255 AMON CARTER, FT WORTH, TX 76155
FTWO-ARLNGTN CR	FTWOTXCRCG1	1SPC/1AAP	552	8467	4084	312 W ABRAM, ARLINGTON, TX 76010
FTWO-ARLNGTN CR	FTWOTXCROS0	DGTL/D100	552	8467	4084	312 W ABRAM, ARLINGTON, TX 76010
FTWO-EDGECLIFF	FTWOTXECCG0	1SPC/1AAP	552	8505	4110	7220 S FREEWAY, FT WORTH, TX 76134
FTWO-EDISON	FTWOTXED03T	DGTL/D1/2	552	8479	4122	1116 HOUSTON, FT WORTH, TX 76102
FTWO-EDISON	FTWOTXEDCG0	1SPC/1AAP	552	8479	4122	1116 HOUSTON, FT WORTH, TX 76102

APPENDIX DCO SWBT TEXAS EO POIs

108 EDCEMOOD VAE' EKIENDAMOOD' 1X 11248	3489	6968	099	ISPC/IAAP	HSTNTXFRCG0	HZIN-FRIENDSWOOD
14101 ASTON, HOUSTON, TX TAGE TO TAGE	3572	0908	099	1SPC/1AAP	HSTNTXFACGD	HSTN-FAIRBANKS 4
10201 JOHN RALSTON RD, HOUSTON, TX 77044	322S	P030	099	1SPC/1AAP	HSTATXEHCGO	HZIN-E HONZION 4
418 CENTER, DEERPARK, TX 77536	3490	6268	099	1SPC/1AAP	HSTNTXDPCG0	HZ1N-DEEK BYKK 4
1200 CLAY, HOUSTON, TX 77526	7636	8638	099	DGTUSES	HZIMIXCEDZO	HZIN-CLAY 650
1200 CLAY, HOUSTON, TX 77002	7636	8568	099	1SPC/1AAP	HSTNTXCLCG2	HSTN-CLAY 650
1200 CLAY, HOUSTON, TX 77002	763E	8693	099	ISPCIANP	HSTNTXCLCG1	HS1N-CLAY 650
1121 CAPITOL, HOUSTON, TX 77002	3636	8568	099	ISPCIANP	HZINIXCACGS	HZIN-CAPITOL 220
1121 CAPITOL HOUSTON, TX 77002	3236	8838	099	1SPC/1AAP	HZIMIXCVCGI	HZIN-CYPITOL 220
6302 MCHARD, HOUSTON, TX 77053	3245	0868	099	1SPC/1AAP	HZINIXBMCGO	HOLIN-BLUE RDGE W
S101 DAIRY ASHFORD, HOUSTON, TX 77077	773£	8968	099	DGTL/SES	HSTNTXBUDSO	HSTN-BUFFALO 493
214 RENNIE RD, KATY, TX 77450	3636	9968	099	1SPC/1AAP	HSTNTXBRCG0	H21N-BYKKEK 485
12835 VETERANS MEMORIAL, HOUSTON, TX 77014	7738	8903	099	1SPC/1AAP	HSTNTXBACGO	HSIN-BAMMEL 440
623 EL DORADO, HOUSTON, XX 17058	3480	6968	099	1SPC/1AAP	HSTNTXAPCG0	HSTN-APOLLO 480
9304 KIRKWOOD, HOUSTON, TX 77036	3570	0768	095	DGTL/SES	OSCIJAXTNIZH	HZIN-VIEL 495
1214 BLUEBELL RD, HOUSTON, TX 77038	3990	8912	099	DGTL/D100	OSGIAXTNTSH	HSTN-AIRLINE 445
11630 HARTLEY, HOUSTON, TX 77093	3542	8068	099	1SPC/1AAP	HSTNTXADC60	HSTN-ALDINE 442
3303 WESLAYAN, HOUSTON, TX 77027	3642	0786	099	DGTL/D100	T1080XTNT2H	JANOITAN-NT2H
401 E.VAN BUREN, HARLINGEN, TX 78550	799E	9186	899	1SPC/1AAP	НВГИТХНСССО	HARLINGEN 423
1014 13TH ST, HUNTSVILLE, TX 77340	3650	8578	099	DGTUD1/2	HAVITXHADSO	HUNTSVILLE
S03 E BROADWAY, GAINESVILLE, TX 76240	4162	1628	282	DGTL/SES	GSVLTXHODS0	GAINESVILLE
319 W BLUFF, GRANBURY, TX 76048	8714	8212	225	DGTL/5ES	GRBYTXRADS0	СВАИВИВУ
STO2 WESLEY, GREENVILLE, TX 75401	6768	2158	225	001d\1Tag	GNALTXGLDS0	GREENVILLE
855 ROSENBERG, GALVESTON, TX 77550	3397	2868	099	1SPC/1AAP	ССТИТХЅОСС 0	GLTN-SOUTHFIELD
S102 69TH ST, GALVESTON, TX 77550	3402	Z66B	099	DOTALDIO	GLTNTXSHDSD	GLTN-SHERWOOD
8228 WHITE SETTLEMENT, FTWORTH, TX 76108	9717	9848	225	DGTL/5ES	FTWOTXWSDS0	FTWO-WH SETLEMNT
1414 W BOWIE, FT WORTH, TX 76110	4121	8648	282	1SPC/1AAP	FTWOTXWACGO	FTWO-WALNUT
1128 EAGLE DR, FT WORTH, TX 76111	6114	1748	295	DGTL/D100	FTWOTXTEDS0	LANIMA TERMINAL
6400 PERSHING, FT WORTH, TX 76107	4132	7848	225	1SPC/1AAP	FTWOTXPECG0	FTWO-PERSHING
2401 CHESTNUT, FT WORTH, 76106	4132	4748	295	001D\T00	FTWOTXMADSO	FTWO-MARKET
6724 TELEPHONE RD, FT WORTH, TX 76135	9114	4748	799	067L/D100	FTWOTXLWDS0	FTWO-LAKE WORTH
200 CHILMOOD' KENNEDYTE' 1X 2000	Z607	2648	299	1SPC/1AAP	FTWOTXKECG0	LTWO-KENNEDALE
3228 AVENUE G, FT WORTH, TX 76105	4113	0848	295	1SPC(1AAP	FTWOTXJECGO	HTWO-JEFFERSON
6000 CLAIG ST, FT WORTH, TX 76112	9014	27 <u>48</u>	222	1SPC(1AAP	FTWOTXGLCG0	AJAGNAJO-OWTA
108 ROSS AVE, EULESS, TX 76040	8804	8445	295	ISPCIAAP	FTWOTXEUCGO	FTWO-EULESS
1116 HOUSTON, FT WORTH, TX 76102	4155	6748	252	DGTL/SES	FTWOTXEDDS3	PŤTWÓ:EDISÖN
SOIST XT HTROW TH NOTEUOH BIFF	4155	6748	295	0010UT50	FTWOTXEDD50	MOSIGE ÖWYF
1116 HOUSTON, FT WORTH, TX 76102	4122	6748	295	1SPC/1AAP	FTWOTXEDCG1	ETWO-EDISON



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L	HSTNTXGLCG0	1SPC/1AAP	560	8922	3509	1245 DWIGHT, HOUSTON, TX 77015
HSTN-GREENSPOINT	HSTNTXGPDS0	DGTL/5ES	560	8904	3564	939 W. GREENS ROAD, HOUSTON, TX 77067
HSTN-GREENWOOD 4	HSTNTXGRCG0	1SPC/1AAP	560	8935	3506	207 S. MUNGER, PASADENA, TX 77502
HSTN-HOMESTEAD 4	HSTNTXHOCG1	1SPC/1AAP	560	8942	3566	1015 BADE, HOUSTON, TX 77055
HSTN-HUDSON 941	HSTNTXHUDSO	DGTL/D100	560	8947	3504	510 ARKANSAS, HOUSTON, TX 77055
HSTN-IDLEWOOD 43	HSTNTXIDCG0	1SPC/1AAP	560	8971	3533	13806 ALMEDA SCHOOL RD, HOUSTON, TX 77047
HSTN-JACKSON 520	HSTNTXJACG0	15PC/1AAP	560	8943	3540	1308 RICHMOND, HOUSTON, TX 77006
HSTN-JACKSON 520	HSTNTXJACG2	1SPC/1AAP	560	8943	3540	1308 RICHMOND, HOUSTON, TX 77006
HSTN-JACKSON 520	HSTNTXJADS1	DGTL/D100	560	8943	3540	1308 RICHMOND, HOUSTON, TX 77006
HSTN-LANGHAM CRK	HSTNTXLACG0	1SPC/1AAP	560	8936	3602	16715 FM529, HOUSTON, TX 77040
HSTN-LAPORTE 470	HSTNTXLPDS0	DGTL/D100	560	8929	3470	502 W. POLK, LA PORTE, TX 77571
HSTN-MANVEL 489	HSTNTXMADS0	DGTU/D100	560	8988	3512	7023 DEL BELLO RD, HOUSTON, TX 77578
HSTN-MED CENTER	HSTNTXMCDS0	DGTL/SES	560	8952	3539	7380 FANNIN, HOUSTON, TX 77030
HSTN-MISSION 641	HSTNTXMICG0	1SPC/1AAP	560	8945	3519	7347 JOPLIN, HOUSTON, TX 77016
HSTN-MOHAWK 660	HSTNTXMOCG0	1SPC/1AAP	560	8952	3546	4068 BELLAIRE BLVD., HOUSTON, TX 77025
HSTN-MOHAWK 660	HSTNTXMOCG1	1SPC/1AAP	560	8952	3546	4068 BELLAIRE BLVD., HOUSTON, TX 77025
HSTN-NATIONAL 62	HSTNTXNACG0	1SPC/1AAP	560	8946	3550	2310 WEST LANE, HOUSTON, TX 77027
HSTN-NATIONAL 62	HSTNTXNACG1	1SPC/1AAP	560	8946	3550	2310 WEST LANE, HOUSTON, TX 77027
HSTN-NATIONAL 62	HSTNTXNAD50	DGTL/5ES	560	8946	3550	2310 WEST LANE, HOUSTON, TX 77027
HSTN-NEPTUNE 631	HSTNTXNECGO	1SPC/1AAP	560	8915	3533	8733 HOMESTEAD, HOUSTON, TX 77016
HSTN-ORCHARD 671	HSTNTXORCG0	1SPC/1AAP	560	8927	3526	510 CROWN, HOUSTON, TX 77020
HSTN-OVERLAND 68	HSTNTXOVCG0	1SPC/1AAP	560	8930	3560	41,12 MANGUM RD., HOUSTON, TX 77092
HSTN-OXFORD 691	HSTNTXOXCG0	1SPC/1AAP	560	8921	3544	710 BERRY RD., HOUSTON, TX 77022
HSTN-PARKVIEW 72	HSTNTXPACG0	1SPC/1AAP	560	8965	3547	11342 RICECREST, HOUSTON, TX 77035
HSTN-PRESCOTT 17	HSTNTXPRCG0	1SPC/1AAP	560	8963	3558	8803 BRAE ACRES, HOUSTON, TX 77036
HSTN-PRESCOTT 77	HSTNTXPRCG1	1SPC/1AAP	5 6 0	8963	3558	8803 BRAE ACRES, HOUSTON, TX 77036
HSTN-REPUBLIC 73	HSTNTXRECG0	1SPC/1AAP	560	8954	3526	8301 JUTLAND, HOUSTON, TX 77033
HSTN-RIVERSIDE 7	HSTNTXRIDS0	DGTUD100	560	8949	3533	3247 YELLOWSTONE, HOUSTON, TX 77021
HSTN-SATSUMA 469	HSTNTXSACG0	1SPC/1AAP	560	8917	3590	11239 JONES RD, HOUSTON, TX 77070
HSTN-SUNSET 780	HSTNTXSUDS0	DGTL/5ES	560	8952	3563	2538 FONDREN RD, HOUSTON, TX 77042
HSTN-UNDERWOOD 8	HSTNTXUNCG0	1SPC/1AAP	560	8933	3545	750 HEIGHTS BLVD, HOUSTON, TX 77007
HSTN-WALNUT 921	HSTNTXWACG0	1SPC/1AAP	560	8936	3525	6745 HARRISBURG, HOUSTON,TX 77011
HSTN-WESTFIELD 4	HSTNTXWECG0	1SPC/1AAP	560	8892	3556	18407 ALDINE WESTFIELD, HOUSTON, TX 77073
HSTN-ELLINGTON W	HSTNTXWLCG0	1SPC/1AAP	560	8954	3496	12603 CONKLIN LN, HOUSTON, TX 77034
HSTN-WYDOWN 991	HSTNTXWYDS0	DGTL/D100	560	8959	3513	7402 ALMEDA GENOA, HOUSTON, TX 77034
JSPR-DUDLEY 384	JSPRTXDUDSO	DGTUD100	562	8603	3399	231 E MILAM ST, JASPER, TX 75951
KINGSVILLE 592	KGYLTXKYDSU	DGTUD100	564	956 6	3801	330 E. KING, KINGSVILLE, TX 78363
LAREDO 722	LARDTXLADSO	DGTL/5ES	566	9680	4098	902 SAN EDUARDO, LARDEO, TX 78040



LBCKTXFRDSD	DGTL/D100	544	8619	4971	5711 98TH ST, LUBBOCK, TX 79424
LBCKTXPADSO	DGTLISES	544	8611	4957	AVE P & 82ND STREET, LUBBOCK, TX 79408
LBCKTXPSCG0	1SPC/1AAP	544	8598	4962	1420 BROADWAY FLR.1, LUBBOCK, TX 79401
LBCKTXPSDC5	DGTL/D1/2	544	8598	4962	1420 BROADWAY FLR.1, LUBBOCK, TX 79401
LBCKTXPSDS1	DGTU5ES	544	8598	i	1420 BROADWAY FLR.1, LUBBOCK, TX 79401
LBCKTXSWCG0	1SPC/1AAP	544	8605	<u> </u>	4402 34TH ST, LUBBOCK, TX 79401
LGVWTXGRDS0	DGTL/5ES	554	8349		105 E NIBLICK, LONGVIEW, TX 75604
LGVWTXMIDS0	DGTU5ES	554	8363		RT3 FM 2963, LONGVIEW, TX 75604
LGVWTXPL03T	DGTL/D1/2	554	8347		214 E WHALEY, LONGVIEW, TX 75601
LGVWTXPLCG0	1SPC/1AAP		8347	1	214 E WHALEY, LONGVIEW, TX 75601
MCALTXMUCGO	· · · · · · · · · · · · · · · · · · ·			L	721 BEECH, MC ALLEN, TX 78501
MCKNTXLIDS0	DGTUSES	552	8340		307 W KENTUCKY, MCKINNEY, TX 75069
MOLDTXMU15T	DGTUD1/2	542	8934	i	410 W MISSOURI, MIDLAND, TX 79701
MOLDTXMUDSO	DGTU5ES	542	[- · · · · · ·		410 W MISSOURI, MIDLAND, TX 79701
MDLDTXOXDS0	DGTL/D100	542	l	L	305 N MIDLAND, MIDLAND, TX 79703
MNPLTXPADS0	DGTUD100	554	8232		407 N VAN BUREN, MT PLEASANT, TX 75445
MRSHTXWEDS0	DGTU5ES	554	l		216 N BOLIVAR, MARSHALL, TX 75670
MSSNTXMIDS0	DGTL/D100	568	1- <u> </u>		920 MILLER, MISSION, TX 78572
NBRNTXN8CG0	1SPC/1AAP	566			210 E SAN ANTONIO, NEWBRAUNFELS, TX 78130
NCGDTXNCDS0	DGTUD1/2				227 MIMMS ST., NACOGODOCHES, TX 75961
NOLDTXNDDS0		l		I	844 NEDERLAND AVE., NEDERLAND, TX 77627
ODSSTXEMDS0				l	3801 DAWN, ODESSA, TX 79762
ODSSTXLICG0	1SPC/1AAP		6983	L	301 W 7TH RM 220, ODESSA, TX 79762
ORNGTXORDS0	DGTL/D100		8746	·	704 ELM, ORANGE, TX 77630
PAMPTXPPDS0	DGTL/5ES	546			310 N BALLARD, PAMPA, TX 79065
PARSTXSUDS0	DGTL/5ES	552			121 2ND ST NE, PARIS, TX 75460
PHRRTXPHCG0	1SPC/1AAP	L			224 CAGE, PHARR, TX 78577
PLVWTXPVDS0	DGTL/D100			<u> </u>	916 DENVER ST, PLAINVIEW, TX 79003
PNHRTXPNDS0	DGTL/5ES	560	L		35439 FM149, PINEHURST, TX 77362
PTARTXYUDS0	DGTL/D100	562	<u></u>	l	940 MARSHALL, PORT ARTHUR, TX 77640
RCPTTXRPDS0	DGTL/D100	564	9406		215 N. PEARL, ROCKPORT, TX 78382
RONKTXWODS0	DGTL/D100	552	8423	4126	PINE & RUSK, ROANOKE, TX 76262
RSBGTXRRDS0	DGTL/5ES	560	9008	L	1110 LOUISE, ROSENBERG, TX. 77471
SGINTXSGDS0	DGTL/D100	566	9161	l	403 S. RIVER, SEGUIN, TX 78155
SNANTXBACGO	1SPC/1AAP	566	9209	L	10525 HUEBNER RD, SAN ANTONIO, TX 78240
SNANTXCACG0	1SPC/1AAP	566	9225	4062	105AUDITORIUMCIRCLE, SANANTONIO, TX 78205
SNANTXCACG1	1SPC/1AAP	566	9225	4062	105AUDITORIUMCIRCLE, SANANTONIO, TX 78205
SNANTXCADS2	DGTL/5ES	566	9225	4062	105AUDITORIUMCIRCLE, SANANTONIO, TX 78205
	LBCKTXPADSO LBCKTXPSCGO LBCKTXPSDCS LBCKTXPSDS1 LBCKTXSWCGO LGCKTXSWCGO LGVWTXGRDSO LGVWTXMIDSO LGVWTXPLCGO MCALTXMUCGO MCALTXMUCGO MCALTXMUCGO MCALTXMUDSO MDLDTXMUDSO MDLDTXMUDSO MDLDTXMUDSO MNPLTXPADSO MRSHTXWEDSO MSSNTXMIDSO NGRIXNCDSO NOLDTXNCDSO NOLDTXNCDSO ODSSTXEMDSO ODSSTXLICGO ORNGTXORDSO PARSTXSUDSO PARSTXSUDSO PHRRTXPHCGO PLVWTXPVDSO PHRRTXPHCGO PLVWTXPVDSO PTARTXYUDSO RCPTTXRPDSO RONKTXWODSO RSBGTXRRDSO SGINTXSGDSO SNANTXBACGO SNANTXCACGO SNANTXCACGO	LBCKTXPADSD LBCKTXPSCGD LBCKTXPSCGD LBCKTXPSDC5 LBCKTXPSDC5 LBCKTXPSDS1 LBCKTXSWCGD LBCKTXSWCGD LGCKTXSWCGD LGCKTXSWCGD LGCKTXSWCGD LGCKTXSWCGD LGCKTXSWCGD LGCKTXSWCGD LGCKTXSWCGD LGCKTXSWCGD LGCKTXMIDSD LGCKTXMIDSD LGCKTXMIDSD LGCKTXMIDSD LGCKTXMIDSD LGCKTXMIDSD LGCKTXMIDSD MCALTXMIDSD MCALTXMIDSD MCKNTXLIDSD MCKNTXLIDSD MCKNTXLIDSD MDLDTXMUDSD MDLDTXMUDSD MDLDTXMUDSD MRSHTXWEDSD MSSNTXMIDSD MSSNTXMIDSD MSSNTXMIDSD MSSNTXMIDSD MGTUD100 MRSHTXWEDSD MSSNTXMIDSD MGTUD100 MRSHTXNBCGD MSSNTXMIDSD MGTUD100 MRSHTXNBCGD MSSNTXMIDSD MGTUD100 MRSHTXNBCGD MSSTXLICGD MSTXDTAAP NCGDTXNCDSD MGTUD100 DGTUD100 DGTUD100 DGTUD100 PAMPTXPPDSD DGTUD100 PAMPTXPPDSD DGTUD100 PAMPTXPPDSD DGTUD100 PARTXPHCGD PLVWTXPVDSD DGTUD100 RCPTTXRPDSD DGTUD100 RCPTTXRPDSD DGTUD100 RSBGTXRRDSD DGTUD100 RSBGTXRRDSD DGTUD100 RSBGTXRRDSD SNANTXBACGD SNANTXBACGD SNANTXBACGD SNANTXCACGG SNANTXCACGG SNANTXCACGG SNANTXCACGG SNANTXCACGG SNANTXCACGG SNANTXCACGG SNANTXCACGG SNANTXCACGG STCCTAAP SNANTXCACGG S	LBCKTXPADSD DGTL/5ES 544 LBCKTXPSCG0 1SPC/1AAP 544 LBCKTXPSDC5 DGTL/D1/2 544 LBCKTXSWCG0 1SPC/1AAP 544 LBCKTXSWCG0 1SPC/1AAP 544 LBCKTXSWCG0 1SPC/1AAP 554 LGVWTXMIDS0 DGTL/5ES 554 LGVWTXPLCG0 1SPC/1AAP 554 LGVWTXPLCG0 1SPC/1AAP 568 MCALTXMUCG0 1SPC/1AAP 568 MCKNTXLIDS0 DGTL/5ES 552 MDLDTXMUDS0 DGTL/5ES 542 MDLDTXMUDS0 DGTL/5ES 542 MDLDTXMUDS0 DGTL/5ES 542 MRSHTXWEDS0 DGTL/5ES 554 MSRNTXMBCG0 1SPC/1AAP 566 NBRNTXNBCG0 1SPC/1AAP 566 NBRNTXNBCG0 1SPC/1AAP 566 NDLDTXNDDS0 DGTL/D100 542 ODSSTXEMDS0 DGTL/D100 562 PARTXSUDS0 DGTL/5ES 552 PHRRTXPHCG0	LBCKTXPADS0 DGTU5ES 544 8611 LBCKTXPSCGD 1SPC/1AAP 544 8598 LBCKTXPSDS1 DGTUD1/2 544 8598 LBCKTXSWCG0 1SPC/1AAP 544 8605 LBCKTXSWCG0 1SPC/1AAP 544 8605 LGVWTXGRDS0 DGTU5ES 554 8349 LGVWTXMDS0 DGTU5ES 554 8349 LGVWTXPLO3T DGTU5ES 554 8347 LGVWTXPLCGD 1SPC/1AAP 554 8347 MCALTXMUCG0 1SPC/1AAP 568 9855 MCKNTXLIDS0 DGTU5ES 552 6340 MDLDTXMU15T DGTU5ES 552 8340 MDLDTXMUDS0 DGTU5ES 542 8934 MDLDTXMUDS0 DGTU5ES 542 8934 MDLDTXWDDS0 DGTU5ES 542 8934 MDLDTXWDDS0 DGTU5ES 554 8311 MSSNTXMIDS0 DGTU5ES 554 8311 MSRNTXNBCG0 1SPC/1AAP <td> LBCKTXPADSD DGTUSES 544 8611 4957 LBCKTXPSCGD 1SPC/1AAP 544 8598 4962 LBCKTXPSDC5 DGTU/D1/2 544 8598 4962 LBCKTXPSDS1 DGTU/SES 544 8598 4962 LBCKTXSWCGO 1SPC/1AAP 544 8605 4970 LGVWTXGRDSO DGTU/SES 554 8349 3671 LGVWTXMIDSO DGTU/SES 554 8349 3671 LGVWTXMIDSO DGTU/SES 554 8363 3641 LGVWTXPLCGO 1SPC/1AAP 554 8347 3661 LGVWTXLIDSO DGTU/SES 554 8347 3661 LGVWTXLIDSO DGTU/SES 552 8340 4038 MCALTXMUCGO 1SPC/1AAP 568 9855 3763 MCKNTXLIDSO DGTU/SES 552 8340 4038 MDLDTXMU15T DGTU/D1/2 542 8934 4890 MDLDTXMUDSO DGTU/SES 542 8934 4890 MDLDTXMUSO DGTU/SES 542 8934 4890 MDLDTXMUSO DGTU/SES 542 8934 4890 MRSHTXWEDSO DGTU/D100 554 8232 3756 MRSHTXWEDSO DGTU/D100 568 9861 3781 NBRNTXNBCGO 1SPC/1AAP 566 9145 4018 NCGDTXNCDSO DGTU/D100 562 8789 3316 ODSSTXLICGO 1SPC/1AAP 562 8789 3316 ODSSTXLICGO 1SPC/1AAP 542 8983 4931 ORNGTXORDSO DGTU/D100 562 8789 3316 ODSSTXLICGO 1SPC/1AAP 542 8983 4931 ORNGTXORDSO DGTU/D100 562 8786 3316 ORNGTXORDSO DGTU/D100 562 8746 3281 PARRTXPHCGO 1SPC/1AAP 542 8983 4931 ORNGTXORDSO DGTU/SES 546 8148 4952 PARRTXPHCGO 1SPC/1AAP 568 8984 3754 PHRRTXPHCGO 1SPC/1AAP 568 8985 3754 PHRRTXPHCGO DGTU/D100 564 8465 4981 PNHRTXPNDSO DGTU/D100 565 8023 3296 RCPTTXRPDSO DGTU/D100 566 9008 3596 RCPTTXRPDSO DGTU/D100 565 8023 3296 RCPTTXRPDSO DGTU/D100 564 9406 3693 RCNKTXWODSO DGTU/D100 565 8023 3296 RCPTTXRPDSO DGTU/D100 566 9209 4088 SNANTXCACG1 1SPC/1AAP 566 9225 4062 SNANTXCACG1 1SPC/1AAP 566 9225 4062</td>	LBCKTXPADSD DGTUSES 544 8611 4957 LBCKTXPSCGD 1SPC/1AAP 544 8598 4962 LBCKTXPSDC5 DGTU/D1/2 544 8598 4962 LBCKTXPSDS1 DGTU/SES 544 8598 4962 LBCKTXSWCGO 1SPC/1AAP 544 8605 4970 LGVWTXGRDSO DGTU/SES 554 8349 3671 LGVWTXMIDSO DGTU/SES 554 8349 3671 LGVWTXMIDSO DGTU/SES 554 8363 3641 LGVWTXPLCGO 1SPC/1AAP 554 8347 3661 LGVWTXLIDSO DGTU/SES 554 8347 3661 LGVWTXLIDSO DGTU/SES 552 8340 4038 MCALTXMUCGO 1SPC/1AAP 568 9855 3763 MCKNTXLIDSO DGTU/SES 552 8340 4038 MDLDTXMU15T DGTU/D1/2 542 8934 4890 MDLDTXMUDSO DGTU/SES 542 8934 4890 MDLDTXMUSO DGTU/SES 542 8934 4890 MDLDTXMUSO DGTU/SES 542 8934 4890 MRSHTXWEDSO DGTU/D100 554 8232 3756 MRSHTXWEDSO DGTU/D100 568 9861 3781 NBRNTXNBCGO 1SPC/1AAP 566 9145 4018 NCGDTXNCDSO DGTU/D100 562 8789 3316 ODSSTXLICGO 1SPC/1AAP 562 8789 3316 ODSSTXLICGO 1SPC/1AAP 542 8983 4931 ORNGTXORDSO DGTU/D100 562 8789 3316 ODSSTXLICGO 1SPC/1AAP 542 8983 4931 ORNGTXORDSO DGTU/D100 562 8786 3316 ORNGTXORDSO DGTU/D100 562 8746 3281 PARRTXPHCGO 1SPC/1AAP 542 8983 4931 ORNGTXORDSO DGTU/SES 546 8148 4952 PARRTXPHCGO 1SPC/1AAP 568 8984 3754 PHRRTXPHCGO 1SPC/1AAP 568 8985 3754 PHRRTXPHCGO DGTU/D100 564 8465 4981 PNHRTXPNDSO DGTU/D100 565 8023 3296 RCPTTXRPDSO DGTU/D100 566 9008 3596 RCPTTXRPDSO DGTU/D100 565 8023 3296 RCPTTXRPDSO DGTU/D100 564 9406 3693 RCNKTXWODSO DGTU/D100 565 8023 3296 RCPTTXRPDSO DGTU/D100 566 9209 4088 SNANTXCACG1 1SPC/1AAP 566 9225 4062 SNANTXCACG1 1SPC/1AAP 566 9225 4062



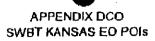
SA CULEBRA 684	SNANTXCUCG0	1SPC/1AAP	566	9223	4092	5612 GRISSOM RD., SAN ANTONIO, TX 78250
SA CULEBRA 684	SNANTXCUDSO	DGTL/D100	566	9223	4092	5612 GRISSOM RD., SAN ANTONIO, TX 78250
SA DIAMOND 342	SNANTXDICG0	1SPC/1AAP	566	9209	4076	103 ADOBE, SAN ANTONIO, TX 78213
SA EDISON 333	SNANTXEDDS0	DGTL/D100	566	9228	4044	4530 SINCLAIR RD, SAN ANTONIO, TX 78222
SA FRATT 655	SNANTXFRCG0	1SPC/1AAP	566	9198	4052	5311 SHERRI ANN, SAN ANTONIO, TX 78233
SA FRATT 655	SNANTXFRDS0	DGTL/D100	566	9198	4052	5311 SHERRI ANN, SAN ANTONIO, TX 78233
SA GENERAL432	SNANTXGECG0	1SPC/1AAP	566	9229	4075	142 N GEN MCMULLEN, SAN ANTONIO,TX 78237
SA LACKLAND 674	SNANTXLADS0	DGTL/D100	566	9242	4090	103 PILAR, SAN ANTONIO, TX 78227
SA LEHIGH 532	SNANTXLECG0	1SPC/1AAP	566	9230	4059	103 GROVE AVE, SAN ANTONIO, TX 78210
SNAN-MARTINEZ	SNANTXMADS0	DGTL/D100	566	9215	4045	1427 ACKERMANN RD, SAN ANTONIO, TX 78219
SA MEDCENTER 962	SNANTXMCDS0	DGTU5ES	566	9215	4086	4949 VON SCHEEL DR, SANANTONIO, TX 78229
SA PERSHING 732	SNANTXPECG0	1SPC/1AAP	566	9221	4070	110 WARNER, SAN ANTONIO, TX 78201
SA SHAVANO 492	SNANTXSLDS0	DGTL/D100	566	9198	4086	15606NWMILITARYHWY, SANANTOINIO, TX 78231
SA TAYLOR 822	SNANTXTACG0	1SPC/1AAP	566	9213	4062	5441 BROADWAY, SAN ANTONIO, TX 78209
SA UNIV CITY658	SNANTXUCDS0	DGTUD100	566	9187	4037	201 W LINDBERG, UNIVERSAL CITY, TX 78148
SA WALNUT 922	SNANTXWACGO	ISPC/IAAP	566	9240	4063	302 W. MAYFIELD, SAN ANTONIO, TX 78221
SNAN-WETMORE	SNANTXWEDSD	DGTL/5ES	566	9190	4073	17219 HWY, 281 N., SAN ANTONIO, TX 78232
HSTN-SPRING-NOR	SPRNTXNODS0	DGTU5ES	560	8864	3585	114 ROBINSON RD, SPRING, TX 77373
HSTN-SPRING-SOU	SPRNTXSOCGO	1SPC/1AAP	560	8879	3576	1522 SPRING CYPRESS RD, SPRING, TX 77373
HSTN-TOM KLEIN 2	TBLLTXKLCG0	1SPC/1AAP	560	8892	3592	7638 SPRING CYPRESS RD, SPRING, TX 77379
HSTN-TOMBALL 255	TBLLTXTBDS0	DGTL/5ES	560	8889	3609	212 W. COMMERCE, TOMBALL, TX 77375
TMPL DOWNTOWN773	TMPLTXDNCG0	1SPC/1AAP	556	8812	3992	117 N. FIRST, TEMPLE, TX 76501
TERRELL 563	TRRLTXJODS0	DGTL/D100	552	8410	3943	210 N ROCKWALL, TERRELL, TX 75160
TXCY-TEXAS CITY	TXCYTXTCDS0	DGTL/5ES	560	8975	3424	622 FIFTH AVE N, TEXAS CITY, TX 77590
TYLER-LYRIX	TYLRTXLYCG0	1SPC/1AAP	554	8417	3744	611 W ELM, TYLER, TX 75802
TYLER-SOUTH	TYLRTXSODS0	DGTL/D100	554	8428	3740	400 RICE RD, TYLER, TX 75707
VICTORIA 573	VCTATXVICG0	1SPC/1AAP	564	9246	3747	B07 N. EAST; VICTORIA, TX 77901
WACO WASHINGTON	WACOTX01CG0	1SPC/1AAP	556	8705	3994	925 WASHINGTON, WACO, TX 76693
WACO-WASHINGTON	WACOTX01DS1	DGTL/5ES	556	8705	3994	925, WASHINGTON, WACO, TX 76693
WACO PRESCOTT	WACOTXPRDS0	DGTUD100	556	8717	4001	620 OWEN LN., WACO, TX 76710
WACO SWIFT	WACOTXSWDS0	DGTUD100	556	8695	3992	2525 MONTROSE, WACO, TX 76705
WCFL-CALLFIELD	WCFLTXCFCG0	1SPC/1AAP	548	8335	4419	4010 CALLFIELD, WICHITA FALLS, TX 76301
WCFL-CALLFIELD	WCFLTXCFRS1	DGTL/5ES	548	8335	4419	4010 CALLFIELD, WICHITA FALLS, TX 76301
WCFL-LAMAR	WCFLTXNICG0	1SPC/1AAP	548	8323	4412	812 NINTH ST, WICHITA FALLS, TX 76301
WCFL-LAMAR	WCFLTXNIDS2	DGTL/5ES	548	8323	4412	812 NINTH ST, WICHITA FALLS, TX 76301
WEATHERFORD	WTFRTXLYDS0	DGTU5ES	552	8508	4206	117 W COLUMBIA, WEATHERFORD, TX 76086
WAXAHACHIE 937	WXHCTXWEDS0	DGTL/D100	552	8517	4011	306 W ROGERS, WAXAHACHIE, TX 75165
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CLLI	EXCHANGE	TYPE	LATA	VCOORD	HCOORD	ADDRESS
ARKDARMADSO	ARKADELPHIA 246	DGTU5ES	528	7903	3521	801 CLAY ST:,ARKADELPHIA,AR 71923
BNTNARMADSÖ	BENTON 778	DGTL/5ES	528	7781	3483	321 S. MAIN, BENTON, AR 72015
BNTVARCEDSO	BENTONVILLE 273	DGTL/5ES	526	7543	3907	207 SW 'A', BENTONVILLE, AR 72712
BTVLARNODS0	BATESVILLE NORTH	DGTL/D100	528	7473	3440	410 E. BOSWELL, BATESVILLE, AR 72501
BYVLARPODS0	BLYTHEVILLE 763	DGTL/D100	528	7309	3178	322 S. 2ND,BLYTHEVILLE,AR 72315
CNWYARMADSO	CONWAY 327	DGTL/5ES	528	7666	3508	820 LOCUST, CONWAY, AR 72032
ELDOARMADSO	EL DORADO 862	DGTL/5ES	530	8052	3375	301 W. MAIN,EL DORADO,AR 71730
FRCYARMADS0	FORREST CITY 633	DGTUD100	528	7555	3232	505 DILLARD, FORREST CITY, AR 72335
FTSMARGLDS0	FTSM GLADSTONE 4	DGTUD100	526	7753	3840	8200 ROGERS, FORT SMITH, AR 72923
FTSMARMIDS0	FTSM MISSION 646	DGTL/D100	526	7762	3848	3101 S. ZERO ST.,FORT SMITH,AR 72903
FTSMARSUDSO	FTSM SUNSET 782	DGTL/D1/2	526	7752	3855	101 N. 13TH,FORT SMITH,AR 72901
FYVLARHIDSO	FAYETTEVILLE 442	DGTL/D1/2	526	7599	3872	138 N. EAST, FAYETTEVILLE, AR 72701
HBSPARMADSO	HEBER SPRINGS 36	DGTL/D100	528	7557	3478	209 S. 5TH ST., HEBER SPRINGS, AR 72543
HTSPARLADS0	HTSP LK HAMILTON	DGTL/5ES	528	7841	3556	HWY. 7 S,HOT SPRINGS,AR 71913
HTSPARNADS0	HTSP NATIONL 321	DGTL/SES	528	7825	3556	220 PROSPECT,HOT SPRINGS,AR 71901
JNBOARMADS0	JONESBORO 932	DGTL/D1/2	528	7388	3297	723 S. CHURCH, JONESBORO, AR 72401
LTRKARCADSO	LR CAPITOL 225	DGTU5ES	528	7729	3471	11001 W. MARKHAM, LITTLE ROCK, AR 72211
LTRKARFRDS0	LR FRANKLIN 372	DGTL/D100	528	7722	3448	120 W. 8TH-4TH FLR.,LITTLE ROCK,AR 72201
LTRKARLODSO	LR LOCUST 562	DGTL/5ES	528	7737	3455	5805 W. 65TH,LITTLE ROCK,AR 72209
LTRKARMODSD	LR MOHAWK 663/66	DGTL/5ES	528	7722	3457	517 N. ELM, LITTLE ROCK, AR 72205
LTRKARSKDS0	LR SKYLINE 753	DGTL/D100	528	7711	3451	115 W. 'F' ST.,N. LITTLE ROCK,AR 72118
LTRKARTEDS0	LR SYLVAN HILLS	DGTL/D100	528	7697	3451	208 HILLCREST RD., SHERWOOD, AR 72116
LTRKARTUDS0	LR SPRINGLAKE 88	DGTL/D100	528	7754	3444	ARCH ST. PIKE,LITTLE ROCK,AR 72206
LTRKARULDS0	LR PALARM 851	DGTL/D100	528	7700	3478	15 SMALLING RD., N. LITTLE ROCK, AR 72118
MGNLARMADS0	MAGNOLIA 234	DGTL/5ES	530	8084	3476	500 N. WASHINGTON, MAGNOLIA, AR 71753
PNBLARJEDS0	PNBL JEFFERSON 5	DGTL/D1/2	530	7803	3358	720 BEECH, PINE BLUFF, AR 71601
PRGLARCEDS0	PARAGOULD CEDAR	DGTL/D100	528	7329	3283	117 N. 3RD,PARAGOULD,AR 72450
RGRSARMADS0	ROGERS 636	DGTL/5ES	526	7543	3890	700 W. WALNUT,ROGERS,AR 72756
SPOLARPLDS0	SPRINGDALE 751	DGTL/5ES	526	7574	3879	701 W. EMMA, SPRINGDALE, AR 72764
SRCYARMADSO	SEARCY 268	DGTL/D100	528	7581	3407	200 N. OAK,SEARCY,AR 72143
VNBRARMADS0	VAN BUREN 474	DGTL/D100	526	7736	3849	22 N. 11TH ST., VAN BUREN, AR 72956
WMMPARMADS0	WEST MEMPHIS 735	DGTL/D100	528	7481	3149	117 OLIVER, WEST MEMPHIS, AR 72301



CLLI	EXCHANGE	EQ TYPE	LATA	V-COORD	H-COORD	STREET ADDRESS
CFVLKS10DS0	COFFEYVILLE	DGTL/D100	532	7507	4190	214 W 10TH ST, COFFEYVILLE, KS 67337
CHNTKSSSDSO	CHANUTE	DGTL/D100	532	7367	4218	20 S STEUBEN, CHANUTE, KS 66720
CNCRKSBRDS0	CONCORDIA	DGTUD1/2	534	7132	4722	1004 BROADWAY, CONCORDIA, KS 66901
DDCYKS01DS0	DODGE CITY	DGTL/D1/2	532	7641	4958	208 GUNSMOKE, DODGE CITY, KS 67801
EMPRKS08DS0	EMPORIA	DGTL/D100	532	7271	4394	28 W 8TH, EMPORIA, KS 66801
FTSCKS01DS0	FORT SCOTT	DGTL/D100	532	7285	4114	23 W 1ST, FORT SCOTT, KS 66701
GRCYKS07DS0	GARDEN CITY	DGTL/D100	532	7647	5112	409 N 7 ST, GARDEN CITY, KS 67846
GRTBKSSTDS0	GREAT BEND	DGTUD100	532	7442	4803	1300 STONE ST, GREAT BEND, KS 67530
HAYSKS11DS0	HAYS	DGTL/D1/2	534	7374	4932	126 W 11TH, HAYS, KS 67601
HTSNKS02DS0	HUTCHINSON	DGTUD1/2	532	7453	4644	101 E 2ND ST, HUTCHINSON, KS 67501
INDPKSMADSO	INDEPENDENCE	DGTL/D100	532	7475	4219	200 E MAPLE, INDEPENDENCE, KS 67301
KSCYKS10CG0	KC DREXEL	1SPC/1AAP	524	7028	4212	901 N 10TH, KANSAS CITY, KS 66101
KSCYKSBSDSD		DGTL/5ES	524	7056	4246	163 NETTLETON, BONNER SPRINGS, KS 66011
KSCYKSCBDS0	KC CORPORATEWOOD		524	7068	4203	8686 W COLLEGE, OVERLAND PARK, KS 66210
KSCYKSJOCGO	KC HEDRICK	1SPC/1AAP	524	7049	4210	7400 JOHNSON DR, MISSION, KS 66202
KSCYKSJODS0	KC HEDRICK	DGTUD1/2	524	7049	4210	7400 JOHNSON DR, MISSION, KS 66202
KSCYKSLEDS0	KC LENEXA	DGTL/5ES	524	7067	4215	9400 PFLUMM RD, LENEXA, KS 66215
KSCYKSNACGD	KC DUPONT	1SPC/1AAP	524	7060	4201	9444 NALL ST, KANSAS CITY, KS 66207
KSCYKSOLDS0	KC OLATHE	DGTU5ES	524	7086	4220	114 N WATER ST, OLATHE, KS 66061
KSCYKSPADSO	KC BETHEL	DGTL/5ES	524	7032	4228	6425 PARALLEL ST, KANSAS CITY, KS 66102
KSCYKSSHDS0	KC SHAWNEE	DGT1/5ES	524	7055	4220_	6120 PFLUMM, KANSAS CITY, KS 66216
KSCYKSSTDS0	KC STANLEY	DGTUD100	524	7082	4195	14969 METCALF, STANLEY, KS 66223
LBRLKS04DS1	LIBERAL	DGTUD100	532	7839	5053	20 E 4 ST, LIBERAL, KS 67901
LVWOKSSHDS0	LEAVENWORTH	DGTUD100	524	7006	4273	615 SHAWNEE ST, LEAVENWORTH, KS 66048
LWRNKSVEDS0	LAWRENCE	DGTU5ES	534	7097	4293	732 VERMONT ST, LAWRENCE, KS 66044
MNHTKSFADS0	MANHATTAN	DGTUD100	534	7141	4522	1640 FAIRCHILD ST, MANHATTAN, KS 66502
NWTNKS05DS0	NEWTON	DGTUD100	532	7418	4550	131 W 5TH ST, NEWTON, KS 67114
PRSSKSWADS0	PARSONS	DGTUD1/2	532	7422	4159	1631 WASHINGTON ST, PARSONS, KS 67357
PSBGKSLODS0	PITTSBURG	DGTL/D100	532	7370	4076	611 N LOCUST, PITTSBURG, KS 66762
SALNKSTADSO	SALINA	DGTUD1/2	534	7275	4656	137 S 7TH ST, SALINA, KS 67401
SALNKSTADS1	SALINA	DGTL/5ES	534	7275	4656	137 S 7TH ST, SALINA, KS 67401
TPKAKS37DS0	TOPEKA AMHERST	DGTUD100	534	7120	4366	420 W 37TH, TOPEKA, KS 66611
TPKAKSFADS0	TOPEKA CRESTWOOD	DGTUD100	534	7118	437B	1825 FAIRLAWN, TOPEKA, KS 66604
TPKAKSJACGO	TOPEKA CENTRAL	1SPC/1AAP	534	7110	4369	812 JACKSON, TOPEKA, KS 66612
TPKAKSJADS0	TOPEKA CENTRAL	DGTUD1/2	534	7110	4369	812 JACKSON, TOPEKA, KS 66612
TPKAKSNODS0	TOPEKA NORTH	DGTL/D100	534	7095	4374	635 NW 43RD, TOPEKA, KS 66617
WCHTKS47DS0	WC JACKSON	DGTU5ES	532	7505	4513	400 E 47TH, WICHITA, KS 67216



WCHTKSAGDSO	WC AUGUSTA	DGTL/D100	532	7469	4462	1156 STATE, WICHITA, KS 67203
		DGTL/D100	532	7470	4510	8442 E 3RD ST NORTH, WICHITA, KS 67226
WCHTKSAHDSO	WC ROCK ROAD					
WCHTKSAMCG0	WC AMHERST	1SPC/1AAP	532	7489	4520	153 N TOPEKA, WICHITA, KS 67202
WCHTKSAMDSD	WC AMHERST	DGTL/D1/2	532	7489	4520	153 N TOPEKA, WICHITA, KS 67202
WCHTKSANDSO	WC ANDOVER	DGTUD100	532	7479	4487	665 S 160TH E, WICHITA, KS 67230
WCHTKSBRDSO	WCHT TDM	DGTL/D1/2	532			154 N. BROADWAY, WICHITA KS 67202
WCHTKSCEDSO	WC PARKVIEW	DGTL/D100	532	7496	4541	10329 W CENTRAL, WICHITA, KS 67206
WCHTKSDEDSO	WC DERBY	DGTL/D100	532	7512	4499	1102 N BUCKNER, DERBY, KS 67037
WCHTKSKEDSO	WC KECHI	DGTL/D100	532	7464	4519	217 W KECHI RD, WICHITA, KS 67219
WCHTKSNWDSD	WC WHITEHALL	DGTL/D100	532	7492	4529	341 N W ST, WICHITA, KS 67203
WCHTKSOLCGO	WC MURRAY	1SPC/1AAP	532	7486	4511	118 S OLIVER, WICHITA, KS 67218



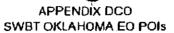
CLLI	EXCHANGE	EQTYPE	LATA	V-COORD	H-COORD	STREET ADDRESS
BLSPMOCADSO	BLUE SPRINGS	DGTL/D100	524	7023	4148	300 S 15TH ST., BLUE SPRINGS, MO. 64015
CHFDMO52DSA	CHESTERFIELD	DGTL/SES	520	6831	3545	16752 WILD HORSE CRK RD, CHFD, MO 63017
CHLCMOMIDS0	CHILLICOTHE	DGTL/D1/2	524	6820	4104	501 CHERRY, CHILLICOTHE, MO. 64601
CPGRMOEDDSA	CAPE GIRARDEAU	DGTL/5ES	520	7012	3252	800 BROADWAY, CAPE GIRARDEAU, MO 63701
CRTHMOFLDSO	CARTHAGE	DGTL/D100	522	7390	3993	225 W 6TH, CARTHAGE, MO 64836
ELDNMOEXDSA	ELDON	DGTU5ES	520	7036	3825	104 S OAK, ELDON, MO 65026
FLRVMOGEDSA	FLAT RIVER	DGTL/5ES	520	6982	3458	222 W MAIN, FLAT RIVER, MO 63601
FNTNMO54DS0	FENTON	DGTL/5ES	520	6847	3508	200 MAIN, FENTON, MO 63026
FSTSMOYEDSD	FESTUS	DGTL/D100	520	6901	3474	120 N SECOND ST, FESTUS, MO 63028
HNBLMOACDSA	HANNIBAL	DGTL/D1/2	520	6688	3763	820 BROADWAY, HANNIBAL, MO 63041
HVTRMO67DSA	HVSTR HARVESTER	DGTL/D100	520	6816	3557	111 TOELLE, HARVESTER, MO 63303
JPLNMOMACG0	JOPLIN	1SPC/1AAP	522	7422	4018	8TH & PEARL, JOPLIN, MO. 64801
KKVLMOMODS0	KIRKSVILLE	DGTL/D1/2	524	6674	3993	216 E. WASHINGTON, KIRKSVILLE, MO. 63501
KSCYMO01DS0	KC BENTON	DGTL/5ES	524	7024	4195	1123 CLEVELAND, KANSAS CITY, MO. 64127
KSCYMO02CG0	KC HILAND	1SPC/1AAP	524	7044	4194	6213 HOLMES, KANSAS CITY, MO. 64110
KSCYMO04CG0	KC WABASH	1SPC/1AAP	524	7034	4193	3901 MONTGALL, KANSAS CITY, MO 64130
KSCYMO05CG0	KC WESTPORT	1SPC/1AAP	524	7036	4199	107 E. 39TH ST., KANSAS CITY, MO 64111
KSCYMO20DS0	KC NASHUA	DGTL/D100	524	6998	4215	100 E. BARRY ROAD, KANSAS CITY, MO 64155
KSCYMO21DS0	KC GLADSTONE	DGTL/5ES	524	7008	4205	5112 ANTIOCH, GLADSTONE, MISSOURI 64119
KSCYMO22CG0	KC INDEPENDENCE	1SPC/1AAP	524	7018	4177	215 N. SPRING, INDEPENDENCE, MO 64050
KSCYMO23DS0	KC PARKVILLE	DGTL/5ES	524	7008	4221	6407 N.W. ROANRIDGE, KC, MO 64152
KSCYMO24CG0	KC RAYTOWN	1SPC/1AAP	524	7036	4176	5828 MAYWOOD, RAYTOWN, MO 64133
KSCYMO25DS0	KC SOUTH	DGTL/5ES	524	7058	4178	5903 REDBRIDGE, KANSAS CITY, MQ 64134
KSCYMO40DS0	KC BELTON	DGTL/5ES	524	7081	4170	612 WALNUT, BELTON, MO. 64012
KSCYMO41CG0	KC LEES SUMMIT	1SPC/1AAP	524	7050	4154	202 E. 3RD ST., LEES SUMMIT, MO. 64063
KSCYMO42DS0	KC LIBERTY	DGTL/5ES	524	6987	4190	140 N. GALLATIN, LIBERTY, MO 64068
KSCYMO44DS0	KC EAST INDEPEN	DGTL/5ES	524	7007	4168	GUDGELL & BUNDSCHUA, INDEP., MO. 64050
KSCYMO45DS0	KC SOUTH WILLOW	DGTL/5ES	524	7062	4188	11021 HOLMES, KANSAS CITY, MO. 64131
KSCYMO48DS0	KC INDEP SOUTH	DGTL/5ES	524	7027	4166	16880 E. 40 HWY, INDEP. MO. 64055
KSCYMO55DS0	KC MCGEE	DGTL/D1/2	524	7027	4202	1101 MCGEE, KANSAS CITY, MO. 64106
KSCYMO55DS1	KC MCGEE	DGTL/D100	524	7027	4202	1101 MCGEE, KANSAS CITY, MO. 64106
KSCYMO55DS3	KC MCGEE TDM	DGTL/6ES	524	7027	4202	1101 MCGEE, KANSAS CITY, MO. 64106
MBRLMOAMDSO	MOBERLY	DGTL/5ES	524	6817	3899	225 W. COATES, MOBERLY, MO 65270
MNCHMO59CG0	MANCHESTER	1SPC/1AAP	520	6839	3532	200 MANCHESTER RD, MANCHESTER, MO 63011
MXVLMO60DSA	MAXVILLE	DGTL/6ES	520	6858	3494	1679 BIG BILL RD, MAXVILLE, MO 63128
PPBLMOSUDSA	POPLAR BLUFF	DGTL/5ES	520	7185	3335	601 VINE, POPLAR BLUFF, MO 63901
SKSTMOGRDSA	SIKESTON	DGTL/D1/2	520	7099	3220	121 E CENTER, SIKESTON, MO 63801



SPFDMOMCDSQ	SPFD MCDANIEL	DGTL/D100	522	7311	3834	510 E. MCDANIEL, SPRINGFIELD, MO. 65806
SPFDMOMCDS1	SPFD MCDANIEL	DGTL/5ES	522	7311	3834	510 E. MCDANIEL, SPRINGFIELD, MO. 65806
SPFDMOTLDS0	SPOF TDM	DGTL/D1/2	522	!		600 ST LOUIS, SPRINGFIELD MO
	SPFD TUXEDO	DGTL/D100	522	7321	3826	3028 S. FREMONT, SPRINGFIELD, MO. 65806
1	ST CHARLES	DGTL/D100	520	6798	3542	402 N THIRD, ST CHARLES, MO 63301
	ST JOSEPH DWTN	DGTL/D1/2	524	6913	4301	320 N.10TH ST.,ST JOSEPH,MO. 64501
STLSMO01DSA	STL CHESTNUT	DGTL/D100	520	6807	3483	1010 PINE, ST LOUIS, MO 63101
STLSMO01DSC	STL CHESTNUT	DGTL/D100	520	6807	3483	1010 PINE, ST LOUIS, MO 63101
STLSMO02CG0	STL EVERGREEN	1SPC/1AAP	520	6801	3500	3710 HAMILTON, ST LOUIS, MO 63120
STLSM003CG0	STL FLANDERS	1SPC/1AAP	520	6823	3493	5410 JANUARY, ST LOUIS, MO 63019
STLSM004CG0	STL FOREST	1SPC/1AAP	520	6808	3497	5189 DELMAR, ST LOUIS, MO 63130
STLSMO0501T	STL JEFFERSON	DGTL/5ES	520	6807	3490	3810 WASHINGTON, ST LOUIS, MO 63108
STLSM005CG0	STL JEFFERSON	1SPC/1AAP	520	6807	3490	3810 WASHINGTON, ST LOUIS, MO 63108
STLSMO06CG0	STL MISSION	1SPC/1AAP	520	6819	3500	7216 LANHAM, ST LOUIS, MO 63143
STLSM007CG0	STL PARKVIEW	1SPC/1AAP	520	6810	3502	6214 DELMAR, ST LOUIS, MO 63130
STLSMO07DSA	STL PARKVIEW	DGTL/D100	520	6810	3502	6214 DELMAR, ST LOUIS, MO 63130
STLSMOD8CG0	STL PROSPECT	1SPC/1AAP	520	6814	3488	2317 S GRAND, ST LOUIS, MO 63104
STLSMO11DSA	STL MELROSE	DGTL/5ES	520	6829	3490	4325 WEBER RD, ST LOUIS, MO 63123
STLSMO20DSA	STL FERGUSON	DGTL/SES	520	6792	3512	330 N FLORISSANT, FERGUSON, MO 63135
STLSMO2101T	STL LADUE	DGTL/6ES	520	6818	3517	135 N LINDBERGH, ST LOUIS, MO 63141
STLSMO21CG0	STL LADUE	1SPC/1AAP	520	6818	3517	135 N LINDBERGH, ST LOUIS, MO 63141
STLSMO21DS3	STL LADUE	DGTL/5ES	520	6818	3517	135 N LINDBERGH, ST LOUIS, MO 63141
STLSM022CG0	STL MEHLVILLE	1SPC/1AAP	520	6842	3492	4321 LEMAY FERRY, MEHLVILLE, MO 63129
STLSM023CG0	STL OVERLAND	1SPC/1AAP	520	6802	3517	3501 WOODSON RD, OVERLAND, MO 63114
STLSM024CG0	STL RIVERVIEW	1SPC/1AAP	520	6787	3503	10024 DUKE DR, ST LOUIS, MO 63136
STLSMO25DSA	STL SAPPINGTON	DGTL/5ES	520	6839	3502	11640 GRAVOIS RD, SAPPINGTON, MO 63126
STLSM026DSA	STL WEBSTER GR	DGTL/D100	520	6826	3505	5 W LOCKWOOD, WEBSTER GROVES, MO 63119
STLSM027CG0	STL CREVE COEUR	15PC/1AAP	520	6818	3532	12930 OLIVE ST RD, ST LOUIS, MO 63141
STLSMO40CG0	STL FLORISSANT	1SPC/1AAP	520	6784	3518	707 ST JOSEPH, FLORISSANT, MO 63031
	STL KIRKWOOD	1SPC/1AAP	520	6831	3511	115 WEST ADAMS, KIRKWOOD, MO 63122
STLSMO42CG0	STL BROGTN WEST	1SPC/1AAP	520	6800	3530	12397 ST CHAS ROCK RD, BDGTN, MO 63044
STLSMO43CG0	STL BROGTN HZLWD	1SPC/1AAP	520	6793	3524	505 MCDONNELL BLVD, BRIDGETON, MO 63042
STLSMO45DSA	STL SPANISH LAKE	DGTL/5ES	520	6777	3504	1971 PARKER RD, SPANISH LK, MO 63033
VYPKMO64DS0	VALLEY PARK	DGTL/5ES	520	6844	3521	324 FOREST, VALLEY PARK, MO 63088



EXCHANGE	CLLI	TYPE	LATA	VCOORD		ADDRESS
ADA	ADA-OKMADS0	DGTL/5ES	536	8029	4176	110 W. 14TH, ADA, OK 74820
ALTUS	ALTSOKMADS0	DGTL/5ES	536	8230	4611	220 N. HUDSON, ALTUS, OK 73521
ARDMORE	ARMROKMADSO	DGTL/5ES	536	8180	4204	126 C ST. NW, ARDMORE, OK 73401
BRYL FEDERAL	BRVLOKFEDS0	DGTL/D1/2	538	7589	4224	119 E. 6TH ST., BARTLESVILLE, OK 74003
CHICKASHA	CHCKOKMADS0	DGTL/5ES	536	8058	4409	528 KANSAS, CHICKASHA, OK 73018
CLINTON	CLTNOKMADS2	DGTL/D1/2	536	8030	4616	820 AVANT, CLINTON, OK 73601
DUNCAN	DNCNOKMADS0	DGTL/5ES	536	8171	4369	201 S. 8TH, DUNCAN, OK 73533
DURANT	DRNTOKMADS2	DGTL/D1/2	536	8165	4063	205 N. 6TH, DURANT, OK 74701
OC EDMOND	EDMDOKMACG0	1SPC/1AAP	536	7907	4381	14 E. FIRST, EDMOND, OK 73034
ENID	ENIDOKMADSO	DGTL/5ES	536	7784	4507	102 N. ADAMS, ENID, OK 73701
LAWTON	LWTNOKTBDS0	DGTL/D1/2	536	8178	4454	7 S. 17TH, LAWTON, OK 73501
MCALESTER	MCLSOKMADS0	DGTL/D100	538	7936	4039	332 E C ALBERT PKWY, MCALESTER, OK 74501
MUSKOGEE	MSKGOKMACGO	1SPC/1AAP	538	7747	4041	221 N. 5TH, MUSKOGEE, OK 74401
OC NORMAN	NRMNOKMACG0	1SPC/1AAP	536	7992	4340	101 S. WEBSTER, NORMAN, OK 73069
OC CENTRAL	OKCYOKCECG0	1SPC/1AAP	536	7946	4372	121 DEAN MCGEE, OKLAHOMA CITY, OK 73102
OC CENTRAL	OKCYOKCEDS0	DGTL/D1/2	536	7946	4372	121 DEAN MCGEE, OKLAHOMA CITY, OK 73102
OC GARFIELD	OKCYOKGADS0	DGTL/5ES	536	7939	4368	2220 N MISSOURI, OKLAHOMA CITY, OK 73111
OC MELROSE	OKCYOKMECG0	1SPC/1AAP	536	7954	4371	636 SW 31ST, OKLAHOMA CITY, OK 73109
OC MUTUAL	OKCYOKMUCGO	1SPC/1AAP	536	7959	4376	2845 SW 43RD, OKLAHOMA CITY, OK 73119
OC ORANGE	OKCYOKORDS0	DGTL/D100	536	7949	4360	3101 SE 29TH, OKLAHOMA CITY, OK 73119
OC PARKVIEW	OKCYOKPACG0	1SPC/1AAP	536	7934	4401	9615 N ROCKWELL, OKLAHOMA CITY, OK 73132
OC MIDWEST CITY	OKCYOKPECG0	1SPC/1AAP	536	7944	4351	702 E RICKENBACKER, MIDWEST CY, OK 73110
OC MOORE WEST	OKCYOKPNDS0	DGTL/D100	536	7973	4367	PENN. AV & SW 119, MOORE, OK 73170
OC SKYLINE	OKCYOKSKDS1	DGTL/D100	536	7923	4387	1600 NW 122ND, OKLAHOMA CITY, OK 73114
OC SUNSET	OKCYOKSUDS0	DGTL/5ES	536	7950	4394	2205 N. ROCKWELL, BETHANY, OK 73008
OC MOORE SWIFT	OKCYOKSWDS0	DGTL/D100	536	7970	4357	300 SO BROADWAY, MOORE, OK 73160
OC UNIVERSITY	OKCYOKUNCG0	1SPC/1AAP	536	7942	4376	2301 N. OLIE, OKLAHOMA CITY, OK 73106
OC VICTOR	OKCYOKVICG0	1SPC/1AAP	536	7931	4381	7000 N. WESTERN, OKLAHOMA CITY, OK 73116
OC WINDSOR	OKCYOKWICG0	1SPC/1AAP	536	7946	4385	3701 NW 23RD, OKLAHOMA CITY, OK 73108
OKMULGEE	OKMLOKMADS0	DGTL/D100	538	7813	4130	212 W. 7TH, OKMULGEE, OK 74447
PONCA CITY	PNCYOKMADS0	DGTL/D100	536	7669	4400	115 E. CHESTNUT, PONCA CITY, OK 74601
SHAWNEE	SHWNOKMADS0	DGTL/5ES	536	7935	4263	521 N. BROADWAY, SHAWNEE, OK 74801
SALLISAW	SLSWOKMADS0	DGTL/D100	538	7764	3922	116 E. CHOCTAW, SALLISAW, OK 74955
STILLWATER	STWROKMADSO	DGTL/D100	536	7786	4348	514 S. MAIN, STILLWATER, OK 74074
THLO GLENDALE	THLOOKMADSO	DGTL/D100	538	7685	3991	210 N. MUSKOGEE, TALEQUAH, OK 74464
TU NATIONAL	TULSOKNADS0	DGTL/D100	538	7711	4156	8321 E. 41 ST., TULSA, OK 74145
TURIVERSIDE	TULSOKRIDS0	DGTL/D100	538	7716	4168	3601 S. LEWIS, TULSA, OK 74105



TUELGIN	TULSOKTBDS0	DGTL/D100	538	7707	4173	509 S. DETROIT, TULSA, OK 74120
TUELGIN	TULSOKTBOST	DGTL/D100	538	7707	4173	509 S. DETROIT, TULSA, OK 74120
TUELGIN	TULSOKTBDS1	DGTL/D100	538	7707	4173	509 S. DETROIT, TULSA, OK 74120
TUWOODCREST	TULSOKWODS0	DGTL/5ES	538	7721	4157	5303 E. 71ST, TULSA, OK 74136
OC YUKON NORTH	YUKNOKMADS0	DGTL/5ES	536	7954	4414	15 SOUTH 5TH ST., YUKON, OK 73099

Appendix GSA

State	Licensee	License Area	Switch Locations in the State
Texas	Western PCS I License Corp.	El Paso MTA	El Paso
Texas	VoiceStream PCS BTA I License Corporation	Lubbock BTA	None
Texas	Cook Inlet/VoiceStream PCS L.L.C.	Dallas-Fort Worth BTA	None
Oklahoma	VoiceStream PCS I License L.L.C.	Oklahoma City MTA	Oklahoma City
Oklahoma	VoiceStream PCS BTA I License	Oklahoma City BTA	Oklahoma City
	Corporation	Stillwater BTA	
		Enid BTA	
		Ponca BTA	
Oklahoma	Cook Inlet Western Wireless PV/SS PCS, L.P.	Bartlesville BTA	Tulsa
:	1 Ob, D.1 .	Muskogee BTA	
		Tulsa BTA	
Kansas	Cook Inlet Western Wireless PV/SS	Pittsburg-Parsons BTA	None
	PCS, L.P.	Coffeyville BTA	
Missouri	VoiceStream PCS BTA I License	Jefferson City BTA	None
	Corporation	Poplar Bluff BTA	
		Quincy, IL - Hannibal, MO BTA	
		Rolla BTA	
		West Plains BTA	
		Cape Giradeau-Sikeston BTA	

		Columbia BTA	
		Kirksville BTA	
		St. Louis BTA	
Missouri	Cook Inlet/VoiceStream PCS L.L.C.	Cape Girardeau-Sikeston BTA	None
		Rolla BTA	
		Poplar Bluff BTA	

APPENDIX DCO

Voice Stream POIs

MTSO	CLLI	Address	Telephone
Austin, TX	AUSWTXGXIM	4401 Freidrich Lane, Suite 311 Austin, TX 68744	(512) 437-6599
San Antonio, TX	SANARTX01W00 SNARTX011MD	14078 Nacogdoches Rd. San Antonio, TX 7827	(210) 657-5135
El Paso, TX	ELPSTXXR1MD	25 Butterfield Trail El Paso, TX 79906	(915) 783-4000
Oklahoma City, OK	OKCYOKSXW11	4533 Enterprise Dr. Oklahoma City, OK 73128	(405) 270-5710
Tulsa, OK	TULSOKKIW01	7043 East 15 th St. Tulsa, OK	(918) 660-2600
Wichita, KS	WCHTKSAQW11	1930 East Industrial Wichita, KS 67216	(316) 990-9623
Missouri	None	None	None

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City,

Missouri, this 19th day of January 2006.

Colleen M. Dale Secretary