

EXHIBIT 1

**BEFORE THE
MISSOURI PUBLIC UTILITY COMMISSION**

Sprint Communications Company L.P.,)
Sprint Spectrum L.P., Nextel West Corp)
and NPCR, Inc.,)
 Complainants,)

vs,

Case No. TC-2008-_____

)
Southwestern Bell Telephone Company)
d/b/a AT&T Missouri,)
 Respondent.)

COMPLAINT

Pursuant to 4 CSR 240-2.070, Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. (collectively "Sprint") bring this Complaint against Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T Missouri"). This Complaint arises out of the Commission-approved Agreement for Interconnection by and between Sprint and AT&T Missouri and AT&T Missouri's violation of the conditions imposed by the Federal Communications Commission ("FCC") on the merger between AT&T and BellSouth. Specifically, Sprint petitions the Commission to direct AT&T to execute an adoption amendment to port in and adopt the interconnection agreement between BellSouth Telecommunications Inc. d/b/a AT&T Southeast and Sprint Communications Company L.P. and Sprint Spectrum L.P., as extended and approved in Kentucky (the "Kentucky ICA"), in accordance with merger commitments made by AT&T. Sprint alleges the following:

1. The Sprint entities filing this Complaint and who are requesting interconnection are indirect wholly-owned subsidiaries of Sprint Nextel Corporation that primarily provide competitive local exchange and wireless services. Sprint Communications Company L.P. ("Sprint CLEC"), a Delaware limited partnership, is a competitive local exchange carrier under the Act, and an interexchange carrier, and is

certified by the Commission to provide telecommunications service in Missouri.¹ Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all the foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS"), provides commercial mobile radio service ("CMRS") in Missouri under licenses issued by the Federal Communications Commission ("FCC"). Nextel West Corp., a Delaware corporation, provides CMRS in Missouri under licenses issued by the FCC. The Sprint entities are "telecommunications carriers" under the Communications Act of 1934, as amended (the "Act").

2. Sprint's principal place of business is 6200 Sprint Parkway, Overland Park, Kansas 66251. The Sprint representatives involved in this dispute are:

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3. AT&T is a Missouri corporation having an office at One Bell Center, St. Louis, Missouri, 63101. AT&T is an incumbent local exchange carrier as defined by 47 U.S.C. § 252(h). AT&T is subject to the Commission's jurisdiction. AT&T, Sprint CLEC and Sprint PCS have been operating in Missouri under various interconnection agreements, with the latest version of the agreements effective in August, 2005. Nextel West Corp and AT&T entered into an interconnection agreement in August, 1998. The

¹ Sprint Communications Company L.P. was certified in Missouri in Case No. TA-97-269.

interconnection agreements have been subject to various amendments subsequent to their initial execution.

4. On March 4, 2006, AT&T's parent corporation, AT&T Inc., entered into an agreement to merge with BellSouth Corporation, the parent company of BellSouth Telecommunications, Inc. On March 31, 2006, AT&T Inc. and BellSouth Corporation filed a series of applications seeking FCC approval of the transaction.² During the resulting FCC proceeding, AT&T Inc. made a number of promises in the form of commitments in order to elicit FCC approval. The FCC ordered compliance with these commitments, and included such commitments as Conditions of its approval of the AT&T Inc./BellSouth Corporation merger.³ Appendix F of the FCC Order is attached to this Complaint as Exhibit A.

5. In the FCC Order approving the AT&T Inc./BellSouth Corporation merger, the interconnection-related Merger Commitments Nos. 1 and 2 (under the heading "**Reducing Transaction Costs Associated with Interconnection Agreements**") (collectively, the "Merger Commitments") obligate AT&T as follows:

Merger Commitment No. 1:

The AT&T/BellSouth ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, and provided, further, than an AT&T/BellSouth ILEC shall not be obligated to provide pursuant to

² In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control, Memorandum Opinion and Order, FCC 06-189, paragraphs 14, 17 (released March 26, 2007).

³ Id. at para. 227. ("IT IS FURTHER ORDERED that as a condition of this grant AT&T and BellSouth shall comply with the conditions set forth in Appendix F of this Order.").

*this commitment any interconnection arrangement or UNE unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made.*⁴

Merger Commitment No. 2:

*The AT&T/BellSouth ILECs shall not refuse a request by a telecommunications carrier to opt into an agreement on the ground that the agreement has not been amended to reflect changes of law, provided the requesting telecommunications carrier agrees to negotiate in good faith an amendment regarding such change of law immediately after it has opted into the agreement.*⁵

6. Sprint CLEC and Sprint PCS entered into an interconnection agreement with BellSouth Telecommunications, Inc. effective January 1, 2001 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, and Tennessee (the "BellSouth ICA"). By Order dated November 7, 2007, the Kentucky Public Service Commission extended the interconnection agreement between Sprint and AT&T for three years from December 29, 2006. The Kentucky Order is attached hereto as Exhibit B.

7. On August 21, 2007, AT&T notified Sprint that AT&T intended to terminate its existing interconnection agreements with Sprint.⁶ (Exhibit C) On August 31, Sprint replied to AT&T that it had received the notice and agreed to establish an arbitration window that would open on January 12, 2008, but also noted that it reserved its right to enforce any merger commitment, including the right to port an interconnection agreement from another state. (Exhibit D).

⁴ FCC Order at p. 149, APPENDIX F (emphasis added).

⁵ *Id.*

⁶ On August 24, AT&T withdrew its notice of termination regarding Sprint's CLEC entity, noting that the agreement's terms did not allow for notice until October 30, 2007. On November 1, 2007, in conformity with the agreement, AT&T filed its notice of termination regarding Sprint's CLEC entity. The result is that AT&T has terminated all the interconnection agreements with the Sprint Nextel entities in Missouri.

8. On November 20, 2007, Sprint notified AT&T that it intended to exercise its right under the Merger Commitments to port the Kentucky ICA to Missouri. The subject notification is attached hereto as Exhibit E.

9. AT&T has not responded to Sprint's request to port and adopt the Kentucky ICA in Missouri.

10. AT&T has not raised any state-specific pricing issues or technical feasibility issues that preclude the adoption of the BellSouth ICA in Missouri. Sprint has twice requested that AT&T identify any provisions in the BellSouth ICA that would require modification for use in another state.

11. On January 26, 2007, Sprint requested that AT&T "identify any specific provisions of the 2001 ICA [BellSouth ICA] that AT&T would not consider applicable in a given legacy AT&T state, along with an explanation as to why..." Then, on July 10, 2007, Sprint requested to port the Kentucky ICA into Ohio and requested that AT&T "identify any state orders that AT&T believes constitutes 'state-specific pricing and performance plans and technical feasibility such that it effects these state specific sections.'" (See Exhibit F). AT&T's response, dated October 9, 2007, did not identify any state-specific modifications necessary; AT&T only claimed that the Kentucky ICA could not be ported because it had expired. (See Exhibit G).

12. Starting in April, 2007, Sprint commenced a series of proceedings before the state commissions in the legacy BellSouth territory seeking to implement the Merger Commitments. Despite the stated intent of the interconnection-related commitments – Reducing Transaction Costs Associated with Interconnection Agreements – AT&T opposed Sprint's election at each State Commission, forcing Sprint to litigate to implement the commitment. After making Sprint

litigate this matter in every BellSouth state, AT&T conceded Sprint's election and issued an Accessible Letter dated November 16, 2007 recognizing Sprint's right to extend its agreement for three years.

13. On November 16, 2007, AT&T issued an Accessible Letter regarding the FCC Merger Commitments. (Attached as Exhibit H). Under the paragraph titled, "Porting ICAs", it stated, "Merger Commitment 7.1 allows carriers to port effective interconnection agreements entered into in any state in AT&T's 22-state ILEC operating territory (subject to stated limitations and requirements." The Accessible Letter further indicates that agreements that have not been noticed for termination/renegotiation – like the Kentucky ICA – are eligible for porting under Merger Commitment 7.1.

14. While AT&T and Sprint have engaged in negotiations regarding a new interconnection agreement that would include Missouri, those discussions have not resulted in an executed agreement. In lieu of initiating a full-blown arbitration proceeding in Missouri, and unnecessarily utilizing the resources of the Missouri Commission and Sprint, Sprint files this Complaint and exercises its rights under Merger Commitment 1 to port and adopt the Kentucky ICA in Missouri and requests that the Commission acknowledge and implement Sprint's request to adopt the Kentucky ICA and direct AT&T to execute an appropriate adoption amendment.

15. The Commission has jurisdiction over this Complaint. Pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended, the FCC delegated authority over interconnection agreements to the State commissions.

16. Sprint presents only one legal issue to be resolved. There are no disputed factual issues. That single issue is Sprint's right to exercise the porting of the Kentucky ICA into

Missouri in accordance with Merger Commitment 1. A version of the AT&T Kentucky ICA can be viewed on AT&T's website at:

http://cpr.bellsouth.com/clec/docs/all_states/800aa291.pdf.

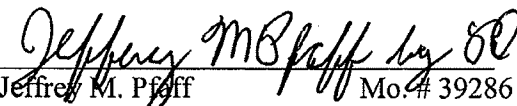
Sprint respectfully requests the Commission, pursuant to Sections 251 and 252, to order AT&T to enter into an agreement adopting the AT&T Kentucky ICA, in Missouri.

WHEREFORE, Sprint respectfully requests that the Commission assert jurisdiction over this Complaint, require AT&T Missouri to honor its commitment by fulfilling its obligation without unnecessary delay or transaction costs, and enter an order directing AT&T to execute an adoption amendment adopting the Kentucky ICA. The Commission should direct the parties to execute the adoption amendment, a copy of which is attached hereto as Exhibit I as expeditiously as possible.

Respectfully submitted,



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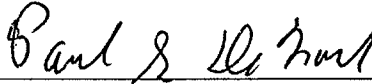
SPRINT COMMUNICATIONS COMPANY L.P.
SPRINT SPECTRUM L.P.
NEXTEL WEST CORP.

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing Complaint has been hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 28th day of November, 2007, to:

Southwestern Bell Telephone, L.P.	General Counsel
d/b/a AT&T Missouri	Missouri Public Service
Timothy P. Leahy	Commission
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Attorney for Complainants

Exhibit A

APPENDIX F

Conditions

The Applicants have offered certain voluntary commitments, enumerated below. Because we find these commitments will serve the public interest, we accept them. Unless otherwise specified herein, the commitments described herein shall become effective on the Merger Closing Date. The commitments described herein shall be null and void if AT&T and BellSouth do not merge and there is no Merger Closing Date.

It is not the intent of these commitments to restrict, supersede, or otherwise alter state or local jurisdiction under the Communications Act of 1934, as amended, or over the matters addressed in these commitments, or to limit state authority to adopt rules, regulations, performance monitoring programs, or other policies that are not inconsistent with these commitments.

MERGER COMMITMENTS

For the avoidance of doubt, unless otherwise expressly stated to the contrary, all conditions and commitments proposed in this letter are enforceable by the FCC and would apply in the AT&T/BellSouth in-region territory, as defined herein, for a period of forty-two months from the Merger Closing Date and would automatically sunset thereafter.

Repatriation of Jobs to the U.S.

AT&T/BellSouth¹ is committed to providing high quality employment opportunities in the U.S. In order to further this commitment, AT&T/BellSouth will repatriate 3,000 jobs that are currently outsourced by BellSouth outside of the U.S. This repatriation will be completed by December 31, 2008. At least 200 of the repatriated jobs will be physically located within the New Orleans, Louisiana MSA.

Promoting Accessibility of Broadband Service

1. By December 31, 2007, AT&T/BellSouth will offer broadband Internet access service (*i.e.*, Internet access service at speeds in excess of 200 kbps in at least one direction) to 100 percent of the residential living units in the AT&T/BellSouth in-region territory.² To meet this commitment, AT&T/BellSouth will offer broadband Internet access services to at least 85 percent of such living units using wireline technologies (the "Wireline Buildout Area"). AT&T/BellSouth will make available broadband Internet access service to the remaining living units using alternative

¹ AT&T/BellSouth refers to AT&T Inc., BellSouth Corporation, and their affiliates that provide domestic wireline or Wi-Max fixed wireless services.

² As used herein, the "AT&T/BellSouth in-region territory" means the areas in which an AT&T or BellSouth operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i). "AT&T in-region territory" means the area in which an AT&T operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i), and "BellSouth in-region territory" means the area in which a BellSouth operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i).

technologies and operating arrangements, including but not limited to satellite and Wi-Max fixed wireless technologies. AT&T/BellSouth further commits that at least 30 percent of the incremental deployment after the Merger Closing Date necessary to achieve the Wireline Buildout Area commitment will be to rural areas or low income living units.³

2. AT&T/BellSouth will provide an ADSL modem without charge (except for shipping and handling) to residential subscribers within the Wireline Buildout Area who, between July 1, 2007, and June 30, 2008, replace their AT&T/BellSouth dial-up Internet access service with AT&T/BellSouth's ADSL service and elect a term plan for their ADSL service of twelve months or greater.
3. Within six months of the Merger Closing Date, and continuing for at least 30 months from the inception of the offer, AT&T/BellSouth will offer to retail consumers in the Wireline Buildout Area, who have not previously subscribed to AT&T's or BellSouth's ADSL service, a broadband Internet access service at a speed of up to 768 Kbps at a monthly rate (exclusive of any applicable taxes and regulatory fees) of \$10 per month.

Statement of Video Roll-Out Intentions

AT&T is committed to providing, and has expended substantial resources to provide, a broad array of advanced video programming services in the AT&T in-region territory. These advanced video services include Uverse, on an integrated IP platform, and HomeZone, which integrates advanced broadband and satellite services. Subject to obtaining all necessary authorizations to do so, AT&T/BellSouth intends to bring such services to the BellSouth in-region territory in a manner reasonably consistent with AT&T's roll-out of such services within the AT&T in-region territory. In order to facilitate the provision of such advanced video services in the BellSouth in-region territory, AT&T/BellSouth will continue to deploy fiber-based facilities and intends to have the capability to reach at least 1.5 million homes in the BellSouth in-region territory by the end of 2007. AT&T/BellSouth agrees to provide a written report to the Commission by December 31, 2007, describing progress made in obtaining necessary authorizations to roll-out, and the actual roll-out of, such advanced video services in the BellSouth in-region territory.

Public Safety, Disaster Recovery

1. By June 1, 2007, AT&T will complete the steps necessary to allow it to make its disaster recovery capabilities available to facilitate restoration of service in BellSouth's in-region territory in the event of an extended service outage caused by a hurricane or other disaster.
2. In order to further promote public safety, within thirty days of the Merger Closing Date, AT&T/BellSouth will donate \$1 million to a section 501(c)(3) foundation or public entities for the purpose of promoting public safety.

³ For purposes of this commitment, a low income living unit shall mean a living unit in AT&T/BellSouth's in-region territory with an average annual income of less than \$35,000, determined consistent with Census Bureau data, *see* California Public Utilities Code section 5890(j)(2) (as added by AB 2987) (defining low income households as those with annual incomes below \$35,000), and a rural area shall consist of the zones in AT&T/BellSouth's in-region territory with the highest deaveraged UNE loop rates as established by the state commission consistent with the procedures set forth in section 51.507 of the Commission's rules. 47 C.F.R. § 51.507.

Service to Customers with Disabilities

AT&T/BellSouth has a long and distinguished history of serving customers with disabilities. AT&T/BellSouth commits to provide the Commission, within 12 months of the Merger Closing Date, a report describing its efforts to provide high quality service to customers with disabilities.

UNEs

1. The AT&T and BellSouth ILECs shall continue to offer and shall not seek any increase in state-approved rates for UNEs or collocation that are in effect as of the Merger Closing Date. For purposes of this commitment, an increase includes an increased existing surcharge or a new surcharge unless such new or increased surcharge is authorized by (i) the applicable interconnection agreement or tariff, as applicable, and (ii) by the relevant state commission. This commitment shall not limit the ability of the AT&T and BellSouth ILECs and any other telecommunications carrier to agree voluntarily to any different UNE or collocation rates.
2. AT&T/BellSouth shall recalculate its wire center calculations for the number of business lines and fiber-based collocations and, for those that no longer meet the non-impairment thresholds established in 47 CFR §§ 51.319(a) and (e), provide appropriate loop and transport access. In identifying wire centers in which there is no impairment pursuant to 47 CFR §§ 51.319(a) and (e), the merged entity shall exclude the following: (i) fiber-based collocation arrangements established by AT&T or its affiliates; (ii) entities that do not operate (*i.e.*, own or manage the optronics on the fiber) their own fiber into and out of their own collocation arrangement but merely cross-connect to fiber-based collocation arrangements; and (iii) special access lines obtained by AT&T from BellSouth as of the day before the Merger Closing Date.
3. AT&T/BellSouth shall cease all ongoing or threatened audits of compliance with the Commission's EELs eligibility criteria (as set forth in the *Supplemental Order Clarification's* significant local use requirement and related safe harbors, and the *Triennial Review Order's* high capacity EEL eligibility criteria), and shall not initiate any new EELs audits.

Reducing Transaction Costs Associated with Interconnection Agreements

1. The AT&T/BellSouth ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated, that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, and provided, further, that an AT&T/BellSouth ILEC shall not be obligated to provide pursuant to this commitment any interconnection arrangement or UNE unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made.
2. The AT&T/BellSouth ILECs shall not refuse a request by a telecommunications carrier to opt into an agreement on the ground that the agreement has not been amended to reflect changes of law, provided the requesting telecommunications carrier agrees to negotiate in good faith an amendment regarding such change of law immediately after it has opted into the agreement.
3. The AT&T/BellSouth ILECs shall allow a requesting telecommunications carrier to use its pre-existing interconnection agreement as the starting point for negotiating a new agreement.

4. The AT&T/BellSouth ILECs shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law. During this period, the interconnection agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's "default" provisions.

Special Access

Each of the following special access commitments shall remain in effect until 48 months from the Merger Closing Date.

1. AT&T/BellSouth affiliates that meet the definition of a Bell operating company in section 3(4)(A) of the Act ("AT&T/BellSouth BOCs")⁴ will implement, in the AT&T and BellSouth Service Areas,⁵ the Service Quality Measurement Plan for Interstate Special Access Services ("the Plan"), similar to that set forth in the SBC/AT&T Merger Conditions, as described herein and in Attachment A to this Appendix F. The AT&T/BellSouth BOCs shall provide the Commission with performance measurement results on a quarterly basis, which shall consist of data collected according to the performance measurements listed therein. Such reports shall be provided in an Excel spreadsheet format and shall be designed to demonstrate the AT&T/BellSouth BOCs' monthly performance in delivering interstate special access services within each of the states in the AT&T and BellSouth Service Areas. These data shall be reported on an aggregated basis for interstate special access services delivered to (i) AT&T and BellSouth section 272(a) affiliates, (ii) their BOC and other affiliates, and (iii) non-affiliates.⁶ The AT&T/BellSouth BOCs shall provide performance measurement results (broken down on a monthly basis) for each quarter to the Commission by the 45th day after the end of the quarter. The AT&T/BellSouth BOCs shall implement the Plan for the first full quarter following the Merger Closing Date. This commitment shall terminate on the earlier of (i) 48 months and 45 days after the beginning of the first full quarter following the Merger Closing Date (that is, when AT&T/BellSouth files its 16th quarterly report); or (ii) the effective date of a Commission order adopting performance measurement requirements for interstate special access services.

2. AT&T/BellSouth shall not increase the rates paid by existing customers (as of the Merger Closing Date) of DS1 and DS3 local private line services that it provides in the AT&T/BellSouth in-region territory pursuant to, or referenced in, TCG FCC Tariff No. 2 above their level as of the Merger Closing Date.

3. AT&T/BellSouth will not provide special access offerings to its wireline affiliates that are not available to other similarly situated special access customers on the same terms and conditions.

4. To ensure that AT&T/BellSouth may not provide special access offerings to its affiliates that are not available to other special access customers, before AT&T/BellSouth provides a new or modified

⁴ For purposes of clarity, the special access commitments set forth herein do not apply to AT&T Advanced Solutions, Inc. and the Ameritech Advanced Data Services Companies, doing business collectively as "ASI."

⁵ For purposes of this commitment, "AT&T and BellSouth Service Areas" means the areas within AT&T/BellSouth's in-region territory in which the AT&T and BellSouth ILECs are Bell operating companies as defined in 47 U.S.C. § 153(4)(A).

⁶ BOC data shall not include retail data.

contract tariffed service under section 69.727(a) of the Commission's rules to its own section 272(a) affiliate(s), it will certify to the Commission that it provides service pursuant to that contract tariff to an unaffiliated customer other than Verizon Communications Inc., or its wireline affiliates. AT&T/BellSouth also will not unreasonably discriminate in favor of its affiliates in establishing the terms and conditions for grooming special access facilities.⁷

5. No AT&T/BellSouth ILEC may increase the rates in its interstate tariffs, including contract tariffs, for special access services that it provides in the AT&T/BellSouth in-region territory, as set forth in tariffs on file at the Commission on the Merger Closing Date, and as set forth in tariffs amended subsequently in order to comply with the provisions of these commitments.

6. In areas within the AT&T/BellSouth in-region territory where an AT&T/BellSouth ILEC has obtained Phase II pricing flexibility for price cap services ("Phase II areas"), such ILEC will offer DS1 and DS3 channel termination services, DS1 and DS3 mileage services, and Ethernet services,⁸ that currently are offered pursuant to the Phase II Pricing Flexibility Provisions of its special access tariffs,⁹ at rates that are no higher than, and on the same terms and conditions as, its tariffed rates, terms, and conditions as of the Merger Closing Date for such services in areas within its in-region territory where it has not obtained Phase II pricing flexibility. In Phase II areas, AT&T/BellSouth also will reduce by 15% the rates in its interstate tariffs as of the Merger Closing Date for Ethernet services that are not at that time subject to price cap regulation. The foregoing commitments shall not apply to DS1, DS3, or Ethernet services provided by an AT&T/BellSouth ILEC to any other price cap ILEC, including any affiliate of such other price cap ILEC,¹⁰ unless such other price cap ILEC offers DS1 and DS3 channel termination and mileage services, and price cap Ethernet services in all areas in which it has obtained Phase II pricing flexibility relief for such services (hereinafter "Reciprocal Price Cap Services") at rates, and on the terms and conditions, applicable to such services in areas in which it has not obtained Phase II pricing flexibility for such services, nor shall AT&T/BellSouth provide the aforementioned 15% discount to such price cap ILEC or affiliate thereof unless such ILEC makes generally available a reciprocal discount for any Ethernet service it offers outside of price cap regulation (hereinafter "Reciprocal Non-Price Cap Services"). Within 14 days of the Merger Closing Date, AT&T/BellSouth will provide notice of this commitment to each price cap ILEC that purchases, or that has an affiliate that purchases, services subject to this commitment from an AT&T/BellSouth ILEC. If within 30 days thereafter, such price cap ILEC does not: (i) affirmatively inform AT&T/BellSouth and the Commission of its intent to sell Reciprocal

⁷ Neither this merger commitment nor any other merger commitment herein shall be construed to require AT&T/BellSouth to provide any service through a separate affiliate if AT&T/BellSouth is not otherwise required by law to establish or maintain such separate affiliate.

⁸ The Ethernet services subject to this commitment are AT&T's interstate OPT-E-MAN, GigaMAN and DecaMAN services and BellSouth's interstate Metro Ethernet Service.

⁹ The Phase II Pricing Flexibility Provisions for DS1 and DS3 services are those set forth in Ameritech Tariff FCC No. 2, Section 21; Pacific Bell Tariff FCC No. 1, Section 31; Nevada Bell Tariff FCC No. 1, Section 22; Southwestern Bell Telephone Company Tariff FCC No. 73, Section 39; Southern New England Telephone Tariff FCC No. 39, Section 24; and BellSouth Telecommunications Tariff FCC No. 1, Section 23.

¹⁰ For purposes of this commitment, the term "price cap ILEC" refers to an incumbent local exchange carrier that is subject to price cap regulation and all of its affiliates that are subject to price cap regulation. The term "affiliate" means an affiliate as defined in 47 U.S.C. § 153(1) and is not limited to affiliates that are subject to price cap regulation.

Price Cap Services in areas where it has received Phase II pricing flexibility for such services at the rates, terms, and conditions that apply in areas where it has not received such flexibility, and to provide a 15% discount on Reciprocal Non-Price Cap Services; and (ii) file tariff revisions that would implement such changes within 90 days of the Merger Closing Date (a "Non-Reciprocating Carrier"), the AT&T/BellSouth ILECs shall be deemed by the FCC to have substantial cause to make any necessary revisions to the tariffs under which they provide the services subject to this commitment to such Non-Reciprocating Carrier, including any affiliates, to prevent or offset any change in the effective rate charged such entities for such services. The AT&T/BellSouth ILECs will file all tariff revisions necessary to effectuate this commitment, including any provisions addressing Non-Reciprocating Carriers and their affiliates, within 90 days from the Merger Closing Date.

7. AT&T/BellSouth will not oppose any request by a purchaser of interstate special access services for mediation by Commission staff of disputes relating to AT&T/BellSouth's compliance with the rates, terms, and conditions set forth in its interstate special access tariffs and pricing flexibility contracts or to the lawfulness of the rates, terms, and conditions in such tariffs and contracts, nor shall AT&T/BellSouth oppose any request that such disputes be accepted by the Commission onto the Accelerated Docket.
8. The AT&T/BellSouth ILECs will not include in any pricing flexibility contract or tariff filed with the Commission after the Merger Closing Date access service ratio terms which limit the extent to which customers may obtain transmission services as UNEs, rather than special access services.
9. Within 60 days after the Merger Closing Date, the AT&T/BellSouth ILECs will file one or more interstate tariffs that make available to customers of DS1, DS3, and Ethernet service reasonable volume and term discounts without minimum annual revenue commitments (MARC) or growth discounts. To the extent an AT&T/BellSouth ILEC files an interstate tariff for DS1, DS3, or Ethernet services with a varying MARC, it will at the same time file an interstate tariff for such services with a fixed MARC. For purposes of these commitments, a MARC is a requirement that the customer maintain a minimum specified level of spending for specified services per year.
10. If, during the course of any negotiation for an interstate pricing flexibility contract, AT&T/BellSouth offers a proposal that includes a MARC, AT&T/BellSouth will offer an alternative proposal that gives the customer the option of obtaining a volume and/or term discount(s) without a MARC. If, during the course of any negotiation for an interstate pricing flexibility contract, AT&T/BellSouth offers a proposal that includes a MARC that varies over the life of the contract, AT&T/BellSouth will offer an alternative proposal that includes a fixed MARC.
11. Within 14 days of the Merger Closing Date, the AT&T/BellSouth ILECs will give notice to customers of AT&T/BellSouth with interstate pricing flexibility contracts that provide for a MARC that varies over the life of the contract that, within 45 days of such notice, customers may elect to freeze, for the remaining term of such pricing flexibility contract, the MARC in effect as of the Merger Closing Date, provided that the customer also freezes, for the remaining term of such pricing flexibility contract, the contract discount rate (or specified rate if the contract sets forth specific rates rather than discounts off of referenced tariffed rates) in effect as of the Merger Closing Date.

Transit Service

The AT&T and BellSouth ILECs will not increase the rates paid by existing customers for their existing tandem transit service arrangements that the AT&T and BellSouth ILECs provide in the AT&T/BellSouth in-region territory.¹¹

ADSL Service¹²

1. Within twelve months of the Merger Closing Date, AT&T/BellSouth will deploy and offer within the BellSouth in-region territory ADSL service to ADSL-capable customers without requiring such customers to also purchase circuit switched voice grade telephone service. AT&T/BellSouth will continue to offer this service in each state for thirty months after the "Implementation Date" in that state. For purposes of this commitment, the "Implementation Date" for a state shall be the date on which AT&T/BellSouth can offer this service to eighty percent of the ADSL-capable premises in BellSouth's in-region territory in that state.¹³ Within twenty days after meeting the Implementation Date in a state, AT&T/BellSouth will file a letter with the Commission certifying to that effect. In all events, this commitment will terminate no later than forty-two months after the Merger Closing Date.

2. AT&T/BellSouth will extend until thirty months after the Merger Closing Date the availability within AT&T's in-region territory of ADSL service, as described in the ADSL Service Merger Condition, set forth in Appendix F of the *SBC/AT&T Merger Order* (FCC 05-183).

3. Within twelve months of the Merger Closing Date, AT&T/BellSouth will make available in its in-region territory an ADSL service capable of speeds up to 768 Kbps to ADSL-capable customers without requiring such customers to also purchase circuit switched voice grade telephone service ("Stand Alone 768 Kbps service"). AT&T/BellSouth will continue to offer the 768 Kbps service in a state for thirty months after the "Stand Alone 768 Kbps Implementation Date" for that state. For purposes of this commitment, the "Stand Alone 768 Kbps Implementation Date" for a state shall be the date on which AT&T/BellSouth can offer the Stand Alone 768 Kbps service to eighty percent of the ADSL-capable premises in AT&T/BellSouth's in-region territory in that state. The Stand Alone 768 Kbps service will be offered at a rate of not more than \$19.95 per month (exclusive of regulatory fees and taxes). AT&T/BellSouth may make available such services at other speeds at prices that are competitive with the broadband market taken as a whole.

ADSL Transmission Service

AT&T/BellSouth will offer to Internet service providers, for their provision of broadband Internet access service to ADSL-capable retail customer premises, ADSL transmission service in the

¹¹ Tandem transit service means tandem-switched transport service provided to an originating carrier in order to indirectly send intraLATA traffic subject to § 251(b)(5) of the Communications Act of 1934, as amended, to a terminating carrier, and includes tandem switching functionality and tandem switched transport functionality between an AT&T/BellSouth tandem switch location and the terminating carrier.

¹² The commitments set forth under the heading "ADSL Service" are, by their terms, available to retail customers only. Wholesale commitments are addressed separately under the heading "ADSL Transmission Service."

¹³ After meeting the implementation date in each state, AT&T/BellSouth will continue deployment so that it can offer the service to all ADSL-capable premises in its in-region territory within twelve months of the Merger Closing Date.

combined AT&T/BellSouth territory that is functionally the same as the service AT&T offered within the AT&T in-region territory as of the Merger Closing Date.¹⁴ Such wholesale offering will be at a price not greater than the retail price in a state for ADSL service that is separately purchased by customers who also subscribe to AT&T/BellSouth local telephone service.

Net Neutrality

1. Effective on the Merger Closing Date, and continuing for 30 months thereafter, AT&T/BellSouth will conduct business in a manner that comports with the principles set forth in the Commission's Policy Statement, issued September 23, 2005 (FCC 05-151).

2. AT&T/BellSouth also commits that it will maintain a neutral network and neutral routing in its wireline broadband Internet access service.¹⁵ This commitment shall be satisfied by AT&T/BellSouth's agreement not to provide or to sell to Internet content, application, or service providers, including those affiliated with AT&T/BellSouth, any service that privileges, degrades or prioritizes any packet transmitted over AT&T/BellSouth's wireline broadband Internet access service based on its source, ownership or destination.

This commitment shall apply to AT&T/BellSouth's wireline broadband Internet access service from the network side of the customer premise equipment up to and including the Internet Exchange Point closest to the customer's premise, defined as the point of interconnection that is logically, temporally or physically closest to the customer's premise where public or private Internet backbone networks freely exchange Internet packets.

This commitment does not apply to AT&T/BellSouth's enterprise managed IP services, defined as services available only to enterprise customers¹⁶ that are separate services from, and can be purchased without, AT&T/BellSouth's wireline broadband Internet access service, including, but not limited to, virtual private network (VPN) services provided to enterprise customers. This commitment also does not apply to AT&T/BellSouth's Internet Protocol television (IPTV) service. These exclusions shall not result in the privileging, degradation, or prioritization of packets transmitted or received by AT&T/BellSouth's non-enterprise customers' wireline broadband Internet access service from the network side of the customer premise equipment up to and including the Internet Exchange Point closest to the customer's premise, as defined above.

¹⁴ An ADSL transmission service shall be considered "functionally the same" as the service AT&T offered within the AT&T in-region territory as of the Merger Closing Date if the ADSL transmission service relies on ATM transport from the DSLAM (or equivalent device) to the interface with the Internet service provider, and provides a maximum asymmetrical downstream speed of 1.5Mbps or 3.0Mbps, or a maximum symmetrical upstream/downstream speed of 384Kbps or 416Kbps, where each respective speed is available (the "Broadband ADSL Transmission Service"). Nothing in this commitment shall require AT&T/BellSouth to serve any geographic areas it currently does not serve with Broadband ADSL Transmission Service or to provide Internet service providers with broadband Internet access transmission technology that was not offered by AT&T to such providers in its in-region territory as of the Merger Closing Date.

¹⁵ For purposes of this commitment, AT&T/BellSouth's wireline broadband Internet access service and its Wi-Max fixed wireless broadband Internet access service are, collectively, AT&T/BellSouth's "wireline broadband Internet access service."

¹⁶ "Enterprise customers" refers to that class of customer identified as enterprise customers on AT&T's website (<http://www.att.com>) as of December 28, 2006.

This commitment shall sunset on the earlier of (1) two years from the Merger Closing Date, or (2) the effective date of any legislation enacted by Congress subsequent to the Merger Closing Date that substantially addresses "network neutrality" obligations of broadband Internet access providers, including, but not limited to, any legislation that substantially addresses the privileging, degradation, or prioritization of broadband Internet access traffic.

Internet Backbone

1. For a period of three years after the Merger Closing Date, AT&T/BellSouth will maintain at least as many discrete settlement-free peering arrangements for Internet backbone services with domestic operating entities within the United States as they did on the Merger Closing Date, provided that the number of settlement-free peering arrangements that AT&T/BellSouth is required to maintain hereunder shall be adjusted downward to account for any mergers, acquisitions, or bankruptcies by existing peering entities or the voluntary election by a peering entity to discontinue its peering arrangement. If on the Merger Closing Date, AT&T and BellSouth both maintain a settlement free peering arrangement for Internet backbone services with the same entity (or an affiliate thereof), the separate arrangements shall count as one settlement-free peering arrangement for purposes of determining the number of discrete peering entities with whom AT&T/BellSouth must peer pursuant to this commitment. AT&T/BellSouth may waive terms of its published peering policy to the extent necessary to maintain the number of peering arrangements required by this commitment. Notwithstanding the above, if within three years after the Merger Closing Date, one of the ten largest entities with which AT&T/BellSouth engages in settlement free peering for Internet backbone services (as measured by traffic volume delivered to AT&T/BellSouth's backbone network facilities by such entity) terminates its peering arrangement with AT&T/BellSouth for any reason (including bankruptcy, acquisition, or merger), AT&T/BellSouth will replace that peering arrangement with another settlement free peering arrangement and shall not adjust its total number of settlement free peers downward as a result.

2. Within thirty days after the Merger Closing Date, and continuing for three years thereafter, AT&T/BellSouth will post its peering policy on a publicly accessible website. During this three-year period, AT&T/BellSouth will post any revisions to its peering policy on a timely basis as they occur.

Forbearance

1. AT&T/BellSouth will not seek or give effect to a ruling, including through a forbearance petition under section 10 of the Communications Act (the "Act") 47 U.S.C. 160, or any other petition, altering the status of any facility being currently offered as a loop or transport UNE under section 251(c)(3) of the Act.

2. AT&T/BellSouth will not seek or give effect to any future grant of forbearance that diminishes or supersedes the merged entity's obligations or responsibilities under these merger commitments during the period in which those obligations are in effect.

Wireless

1. AT&T/BellSouth shall assign and/or transfer to an unaffiliated third party all of the 2.5 GHz spectrum (broadband radio service (BRS)/educational broadband service (EBS)) currently licensed to or leased by BellSouth within one year of the Merger Closing Date.

2. By July 21, 2010, AT&T/BellSouth agrees to: (1) offer service in the 2.3 GHz band to 25% of the population in the service area of AT&T/BellSouth's wireless communications services (WCS)

licenses, for mobile or fixed point-to-multi-point services, or (2) construct at least five permanent links per one million people in the service area of AT&T/BellSouth's WCS licenses, for fixed point-to-point services. In the event AT&T/BellSouth fails to meet either of these service requirements, AT&T/BellSouth will forfeit the unconstructed portion of the individual WCS licenses for which it did not meet either of these service requirements as of July 21, 2010; provided, however, that in the event the Commission extends the July 21, 2010, buildout date for 2.3GHz service for the WCS industry at large ("Extended Date"), the July 21, 2010 buildout date specified herein shall be modified to conform to the Extended Date. The wireless commitments set forth above do not apply to any 2.3 GHz wireless spectrum held by AT&T/BellSouth in the state of Alaska.

Divestiture of Facilities

Within twelve months of the Merger Closing Date, AT&T/BellSouth will sell to an unaffiliated third party(ies) an indefeasible right of use ("IRU") to fiber strands within the existing "Lateral Connections," as that term is defined in the *SBC/AT&T Consent Decree*,¹⁷ to the buildings listed in Attachment B to this Appendix F ("BellSouth Divestiture Assets"). These divestitures will be effected in a manner consistent with the divestiture framework agreed to in the *SBC/AT&T Consent Decree*, provided that such divestitures will be subject to approval by the FCC, rather than the Department of Justice.

Tunney Act

AT&T is a party to a Consent Decree entered into following the merger of SBC and AT&T (the "Consent Decree"). The Consent Decree documents the terms under which AT&T agreed to divest special access facilities serving 383 buildings within the former SBC in-region ILEC territory (the "SBC Divestiture Assets"). In its Order approving the AT&T/SBC merger, the Commission also required the divestiture of these same facilities on the terms and conditions contained in the Consent Decree. The Consent Decree is currently under review pursuant to the Tunney Act in the U.S. District Court for the District of Columbia (the "Court") in *U.S. v. SBC Communications, Inc. and AT&T Corp.*, Civil Action No. 1:05CV02102 (EGS) (D.D.C.), where the Court is reviewing the adequacy of the remedy contained in the Consent Decree to address the competitive concerns described in the Complaint filed by the Department of Justice (DOJ).

If it is found in a final, non-appealable order, that the remedy in the Consent Decree is not adequate to address the concerns raised in the Complaint and AT&T and the DOJ agree to a modification of the Consent Decree (the "Modified Consent Decree"), then AT&T agrees that (1) AT&T/BellSouth will conform its divestiture of the BellSouth Divestiture Assets to the terms of the Modified Consent Decree; and (2) AT&T/BellSouth will negotiate in good faith with the Commission to determine whether the conditions imposed on AT&T/BellSouth in the Commission order approving the merger of AT&T and BellSouth satisfies, with respect to the BellSouth territory, the concerns addressed in the Modified Consent Decree.

Certification

AT&T/BellSouth shall annually file a declaration by an officer of the corporation attesting that AT&T/BellSouth has substantially complied with the terms of these commitments in all material

¹⁷ See *United States v. SBC Communications, Inc.*, Civil Action No. 1:05CV02102, Final Judgment (D.D.C. filed Oct. 27, 2005).

respects. The first declaration shall be filed 45 days following the one-year anniversary of the Merger Closing Date, and the second, third, and fourth declarations shall be filed one, two, and three years thereafter, respectively.

Exhibit B

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PETITION OF SPRINT COMMUNICATIONS)	
COMPANY L.P. AND SPRINT SPECTRUM L.P.)	CASE NO.
D/B/A SPRINT PCS FOR ARBITRATION OF)	2007-00180
RATES, TERMS AND CONDITIONS OF)	
INTERCONNECTION WITH BELL SOUTH)	
TELECOMMUNICATIONS, INC. D/B/A AT&T)	
KENTUCKY D/B/A AT&T SOUTHEAST)	

O R D E R

On May 7, 2007, Sprint Communications Company L.P. and Sprint Spectrum L.P. d/b/a Sprint PCS (collectively, "Sprint") filed a petition for arbitration pursuant to 47 U.S.C. § 252(b), seeking resolution of the commencement date of the extension of its interconnection agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky d/b/a AT&T Southeast ("AT&T"), among other issues. On September 18, 2007, the Commission ordered that the commencement date for the extension of the Sprint-AT&T interconnection agreement is December 29, 2006, for a fixed 3-year term.

On October 22, 2007, Sprint submitted a motion to enforce the September 18, 2007 Order. On October 31, 2007, AT&T submitted an amendment to the extension of the interconnection agreement, signed and agreed to by both parties. The parties state that they have amended the agreement to modify provisions pursuant to the Commission's Order, dated September 18, 2007, in this matter.¹ The agreement was

¹ The amendment is provided as Appendix A to this Order.

arbitrated pursuant to 47 U.S.C. §§ 251 and 252 of the 1996 Telecommunications Act.

On October 31, 2007, Sprint moved to withdraw its motion for enforcement.

The Commission has reviewed the agreement and the amendment and finds that no portion of either document discriminates against a telecommunications carrier that is not a party. The Commission also finds that the implementation of this agreement and the amendment is consistent with the public interest, convenience, and necessity.

The Commission, having been otherwise sufficiently advised, HEREBY ORDERS that:

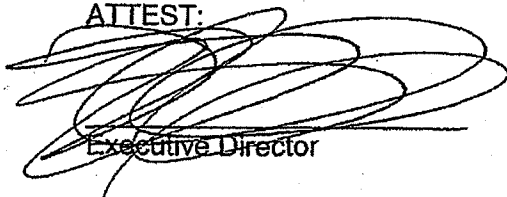
1. The amendment to the extension of the interconnection agreement is accepted, approved, and granted with an effective date of December 29, 2006.

2. Sprint's motion to withdraw its motion for enforcement is granted.

Done at Frankfort, Kentucky, this 7th day of November, 2007.

By the Commission

ATTEST:



Executive Director

APPENDIX A

**APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2007-00180 DATED November 7, 2007**

Amendment to
Interconnection Agreement
between
Sprint Communications Company Limited Partnership
Sprint Communications Company L.P.
Sprint Spectrum, L.P.
and
BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky
Dated January 1, 2001

Pursuant to this Amendment (the "Amendment") Sprint Communications Company Limited Partnership and Sprint Communications Company L.P., (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo. L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") (Sprint CLEC and Sprint PCS collectively referred to as "Sprint"), and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001 ("the Agreement").

WHEREAS, Sprint and AT&T are amending the Agreement to modify provisions pursuant to the Kentucky Public Service Commission's Order dated September 18, 2007, Case No. 2007-00180;

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

1. The Parties agree to delete Section 2, General Terms and Conditions – Part A in its entirety and replace it with the following:

2. Term of the Agreement

2.1 This Agreement is extended three years from December 29, 2006 and shall expire as of December 28, 2009. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum, L.P.
and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky – Kentucky 3 Year Extension Amendment

2.2 During the term of December 29, 2006 to December 28, 2009, this Agreement may be terminated only via Sprint's request unless terminated pursuant to a default provision within this Agreement.

2. All other provisions of this Agreement, as amended, shall remain in full force and effect including, without limitation, the provisions set forth in Section 18.3 and 18.4 of the General Terms and Conditions – Part A.

3. Either or both of the Parties are authorized to submit this Amendment to the Kentucky Public Service Commission ("Commission") for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

4. This Amendment shall be filed with and is subject to approval by the Commission and shall be effective upon the date of the last signature of both Parties.

[Signatures continued on next page]

Signature Page

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

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

By: [Signature]

Name: Kristen E. Shore

Title: Director

Date: 11/2/07

Sprint Communications Company
Limited Partnership

By: [Signature]

Name: Craig T. Cowden

Title: Vice President

Date: 10.26.2007

Sprint Communications
Company L.P.

By: [Signature]

Name: Craig T. Cowden

Title: Vice President

Date: 10.26.2007

Sprint Spectrum L.P.

By: [Signature]

Name: Craig T. Cowden

Title: Vice President

Date: 10.26.2007

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum, L.P.
and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky - Kentucky 3 Year Extension Amendment

Exhibit C



Lynn Allen-Flood
675 West Peachtree Street
Room 34S91
Atlanta, GA 30375

T: 404-927-1376
F: 404-529-7839
lynn.allen-flood@att.com

VIA ELECTRONIC MAIL & UPS DELIVERY

August 21, 2007

W. Richard Morris
VP-External Affairs
Sprint Communications Company L.P.
6450 Sprint Parkway
Mail Stop KSOPHN0214-2A721
Overland Park, KS 66251

Craig T. Smith
Attorney
Sprint Communications Company L.P.
6450 Sprint Parkway
Mail Stop KSOPHN0214-2A671
Overland Park, KS 66251

Paul D. Reed
Group Manager
Sprint Communications Company L.P.
6450 Sprint Parkway
Mail Stop KSOPHW0516
Overland Park, KS 66251

Email: Rich.r.morris@mail.sprint.com

Email: Paul.d.reed@mail.sprint.com

Email: Craig.Smith@mail.sprint.com

RE: CLEC Interconnection Agreement between Southwestern Bell Telephone Company
d/b/a AT&T Missouri in the state of Missouri, effective February 13, 2003

Dear Messrs. Morris, Reed, and Smith:

As you know, the term of our interconnection agreement expired on February 15, 2004. This letter will serve as your official notice, specific to Section 5 that AT&T Missouri intends to terminate its existing interconnection agreement with Sprint Communications Company L.P.

In addition, please be advised that AT&T Missouri is hereby establishing a negotiations window with Sprint Communications Company L.P., as of the date of this letter, pursuant to Section 252(b)(1) of the Telecommunications Act of 1996, by formally requesting that Sprint Communications Company L.P. negotiate an Interconnection Agreement with AT&T Missouri.

Thank you for your prompt attention. I will be the contact for all correspondence concerning this matter and can be reached at the number listed above.

Sincerely,

Lynn Allen-Flood

Lynn Allen-Flood
Lead Negotiator

CC: Fred Broughton
Sprint Communications Company L.P.
Mailstop KSOPHA0310-3B370
6330 Sprint Parkway
Overland Park, KS 66251
Email: fred.broughton@sprint.com



Kay Lyon
Four AT&T Plaza
Room 2040.03
Dallas, TX 75202
T: 214-858-0728
F: 214-858-1248
kaylyon@att.com

VIA ELECTRONIC MAIL & UPS DELIVERY

August 21, 2007

Mr. Ralph Smith
Manager-Carrier Interconnection Management
6580 Sprint Parkway
Mail Stop KSOPHW0516
Overland Park, KS 66251
Rsmith82@sprintspectrum.com
Ralph.R.Smith@sprint.com

RE: CMRS Interconnection Agreement between Sprint Spectrum L.P. and Southwestern Bell Telephone d/b/a AT&T Arkansas in the state of Arkansas, approved on March 4, 2004.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and The Southern New England Bell Telephone d/b/a AT&T Connecticut in the state of Connecticut.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Indiana Bell Telephone Incorporated d/b/a AT&T Indiana in the state of Indiana, effective on November 6, 2003.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Southwestern Bell Telephone d/b/a AT&T Kansas in the state of Kansas, effective on November 20, 2003.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Michigan Bell Telephone d/b/a AT&T Michigan in the state of Michigan, effective on October 7, 2003.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Southwestern Bell Telephone d/b/a AT&T Missouri in the state of Missouri, effective on December 5, 2003.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Nevada Bell Telephone d/b/a AT&T Nevada in the state of Nevada, effective on December 17, 2003.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and The Ohio Bell Telephone d/b/a AT&T Ohio in the state of Ohio, effective on September 17, 2003.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Southwestern Bell Telephone d/b/a AT&T Oklahoma in the state of Oklahoma, approved on April 2, 2004.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Southwestern Bell Telephone d/b/a AT&T Texas in the state of Texas, approved on October 16, 2003.

CMRS Interconnection Agreement between Sprint Spectrum L.P. and Wisconsin Bell Incorporated d/b/a AT&T Wisconsin in the state of Wisconsin, effective on November 2, 2003.

Dear Mr. Smith:

As you know, the term of our interconnection agreements in Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin expired on November 30, 2004. This letter will serve as your official

notice, specific to Section 19 that AT&T intends to terminate its existing interconnection agreement with Sprint Spectrum L. P. in Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

In addition, please be advised that AT&T is hereby establishing a negotiations window with Sprint Spectrum L. P., as of the date of this letter, pursuant to Section 252(b)(1) of the Telecommunications Act of 1996, by formally requesting that Sprint Spectrum L. P. negotiate a Cellular/PCS Interconnection Agreement with AT&T in Arkansas, Connecticut, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin.

Thank you for your prompt attention. I will be the contact for all correspondence concerning this matter and can be reached at the number listed above.

Sincerely,

Kay Lyon

Kay Lyon
Lead Negotiator

CC: Fred Broughton
ICA Solutions
6330 Sprint Parkway
Mail Stop KSOPHA0310-3B320
Overland Park, KS 66251
Email: fred.broughton@sprint.com

BCC: Keith Milner
Mike David
Pam Lee
Benton Kelley
Diana Durham
Kathy Wilson-Chu
Deana Charba



Kay Lyon
Four AT&T Plaza
Room 2040.03
Dallas, TX 75202

T: 214-858-0728
F: 214-858-1248
kaylyon@att.com

VIA ELECTRONIC MAIL & UPS DELIVERY

August 21, 2007

Mr. Fred Broughton
ICA Solutions
6330 Sprint Parkway
Mail Stop KSOPHA0310-3B320
Overland Park, KS 66251

Email: fred.broughton@sprint.com

RE: CMRS Interconnection Agreement between Nextel West Corp. and Southwestern Bell Telephone Company d/b/a AT&T Missouri in the state of Missouri.

Dear Mr. Broughton:

As you know, the term of our interconnection agreement in Missouri expired on November 1, 2003. This letter will serve as your official notice, specific to Section 18 that AT&T intends to terminate its existing interconnection agreement with Nextel West Corp. in Missouri.

In addition, please be advised that AT&T is hereby establishing a negotiations window with Nextel West Corp., as of the date of this letter, pursuant to Section 252(b)(1) of the Telecommunications Act of 1996, by formally requesting that Nextel West Corp. negotiate a Cellular/PCs Interconnection Agreement with AT&T Missouri.

Thank you for your prompt attention. I will be the contact for all correspondence concerning this matter and can be reached at the number listed above.

Sincerely,

Kay Lyon
Kay Lyon
Lead Negotiator

BCC: Keith Milner
Mike David
Pam Lee
Benton Kelley
Diana Durham
Kathy Wilson-Chu
Deana Charba

Exhibit D

Sprint

Together with NEXTEL

Sprint Nextel

6330 Sprint Parkway - KSOPHA0310
Overland Park, KS 66251
Office: (913) 762-4200 Fax: (913) 762-0104
Keith.kassien@sprint.com

Keith Kassien

Manager - Access Solutions

August 31, 2007

Via Electronic Mail and U.S. Mail

Kay Lyon
Four AT&T Plaza
Room 2040.03
Dallas, TX 75202
214-858-0728
kaylyon@att.com

Dear Ms. Lyon:

RE: Interconnection Agreements between Southwestern Bell Telephone d/b/a AT&T Missouri ("AT&T") and Sprint Spectrum L.P. ("Sprint") for the state of Missouri

Dear Ms. Lyon:

This letter is in response to your correspondence dated August 21, 2007 regarding the interconnection agreements referenced above. In that letter ATT provided notice of its intent to terminate its existing interconnection agreements.

Additionally, ATT advised that it was establishing a negotiations window pursuant to Section 252(b)(1). While Sprint does not concede that AT&T possesses the authority to open a negotiations window, Sprint accepts ATT's notice and agrees to commence negotiations in accordance with the terms of the interconnection agreements and Section 252(b)(1) with ATT as of today's date. Accordingly, the 135th day will be January 12, 2008 and the 160th day will be February 6, 2008.

Sprint's agreement to negotiate an interconnection agreement does not constitute a waiver of any rights it has under the existing interconnection agreements, federal law, state law, or the FCC approved Merger Commitments under "Reducing Transaction Costs Associated with Interconnection Agreements" ("Merger Commitments") as ordered in the BellSouth - AT&T merger, WC Docket No. 06-74. Specifically, Sprint reserves the right to enforce any Merger Commitment including, without limitation, the right to extend its current interconnection agreement by 3 years, its right to port an interconnection agreement from another state, and its right to commence negotiations with its existing agreement.

Sincerely



Keith L. Kassien

Cc. Fred Broughton
Gary Lindsey

Exhibit E



Sprint Nextel
6330 Sprint Parkway - KSOPHA0310
Overland Park, KS 66251
Office: (913) 762-4200 Fax: (913) 762-0104
Keith.kassien@sprint.com

Keith Kassien
Manager - Access Solutions

November 20, 2007

Electronic and Overnight mail

Ms. Kay Lyon, Lead Negotiator
AT&T Wholesale
4 AT&T Plaza, 311 S. Akard
Room 2040.03
Dallas, Texas 75202

Mr. Randy Ham, Assistant Director
AT&T Wholesale
8th Floor
600 North 19th Street
Birmingham, Alabama 35203

Ms. Lynn Allen-Flood
AT&T Wholesale - Contract Negotiations
675 W. Peachtree St. N.E.
34S91 Atlanta, GA 30375

Re: Adoption of the Interconnection Agreement By and Between BellSouth Telecommunications, Inc. and Sprint Communications Company L.P. and Sprint Spectrum L.P. dated January 1, 2001.

Dear Kay, Randy and Lynn:

The purpose of this letter is to notify the AT&T Corporation incumbent local exchange entities operating in the former SBC legacy territory ("AT&T") that the wireless and CLEC subsidiaries of Sprint Nextel Corporation ("Sprint Nextel") are exercising their right to adopt the "Interconnection Agreement By and Between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P." dated January 1, 2001 ("Sprint ICA") as amended, filed and approved in the 9 legacy BellSouth states and extended in Kentucky. Sprint Nextel exercises this right pursuant to the FCC approved Merger Commitment Nos. 1 and 2 under "Reducing Transaction Costs Associated with Interconnection Agreements" ("Merger Commitments") as ordered in the AT&T/BellSouth merger, WC Docket No. 06-74. The Sprint ICA is available online at AT&T's website at:

http://cpr.bellsouth.com/clec/docs/all_states/800aa291.pdf

The impacted AT&T incumbent local exchange companies, Sprint CLEC and wireless entities are identified by state in the attached Exhibit 1. The Sprint Nextel entities are wholly owned subsidiaries of Sprint Nextel Corporation. Enclosed is Sprint Nextel's completed AT&T form with

respect to the Merger Commitments, with any language within such forms stricken to the extent such language is not contained within the Merger Commitments.

As AT&T is aware, all relevant state-specific sections are already identified in the Sprint ICA (the "state-specific sections"). Likewise, since the Sprint ICA is already TRRO-compliant and has an otherwise effective change of law provision, there is no issue to prevent AT&T from also making the Sprint ICA available to Sprint Nextel in the states listed on Exhibit 1 pursuant to Merger Commitment No. 2. By correspondence dated July 10, 2007, Sprint Nextel previously notified AT&T in connection with Sprint Nextel's intention to adopt the Sprint ICA in Ohio. We indicated in that letter that we recognized that within these state-specific sections "state-specific pricing and performance plans and technical feasibility" issues may need to be negotiated. We requested you to identify any state orders that AT&T believed constituted "state-specific pricing and performance plans and technical feasibility" issues that affected these state specific sections. We have also verbally indicated to AT&T that we intended to adopt the Sprint ICA in additional states beyond Ohio.

We have heard nothing from you on any proposed contract sections to be modified to address the state-specific sections or any state-specific orders regarding pricing, performance plans or other issues. Rather than address the issues presented, AT&T responded with cancellation letters of not only the existing agreement in Ohio but all of the existing agreements in all of the legacy 13 SBC states.

As you are aware we have filed a complaint in Ohio regarding the substance of our July 10th letter. AT&T recently filed its motion to dismiss. In light of these circumstances, it is apparent to us that AT&T simply is not interested in discussions regarding state-specific issues associated with the adoption of the Sprint ICA in other states. However, if AT&T is willing to discuss negotiations to address state-specific issues, please let us know by November 28, 2007. We understand that these negotiations would not prevent the adoption of the Sprint ICA pursuant to Merger Commitment No. 1 while those negotiations proceed.

Sprint Nextel hereby requests that AT&T provide, upon receipt of this letter, but no later than November 28, 2007, written acknowledgement of adoption of the Sprint ICA within the states listed on Exhibit 1.

Sprint's exercise of its rights under the Merger Commitments is in response to AT&T's termination of the Sprint Nextel interconnection agreements in the referenced states. This letter constitutes the notice we indicated that we would provide in our correspondence dated November 12, 2007. Should AT&T have any questions regarding Sprint Nextel's exercise of these rights under the Merger Commitments, please do not hesitate to call. Thank you in advance for your prompt attention to this matter.

Page 3
November 20, 2007

Sincerely,

A handwritten signature in black ink, appearing to read "Keith L. Kassien". The signature is fluid and cursive, with the first name "Keith" and last name "Kassien" clearly distinguishable.

Keith L. Kassien

Enclosures

Cc: Mr. Jeffrey M. Pfaff, Counsel for Sprint Nextel
Mr. Fred Broughton, Interconnection Solutions

Exhibit 1

<u>State</u>	<u>AT&T Entity</u>	<u>Sprint Entities</u>
AR	Southwestern Bell Telephone d/b/a AT&T Arkansas	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp., NPCR, Inc.
CA	Pacific Bell Telephone d/b/a AT&T California	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel of California, Inc.
CT	The Southern New England Bell Telephone d/b/a AT&T Connecticut	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel Communications of the Mid-Atlantic, Inc.
KS	Southwestern Bell Telephone Company d/b/a AT&T Kansas	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp.
IL	Illinois Bell Telephone d/b/a AT&T Illinois	Sprint Communications L.P. d/b/a Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp., NPCR, Inc.
IN	Indiana Bell Telephone d/b/a AT&T Indiana	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp, NPCR, Inc.
MI	Michigan Bell Telephone Company d/b/a AT&T Michigan	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp.
MO	Southwestern Bell Telephone Company d/b/a AT&T Missouri	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp.
NV	Nevada Bell Telephone Company d/b/a AT&T Nevada	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel of California, Inc.
OK	Southwestern Bell Telephone Company d/b/a AT&T Oklahoma	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp.
TX	Southwestern Bell Telephone Company d/b/a AT&T Texas	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel of Texas, Inc., NPCR, Inc.
WI	Wisconsin Bell Incorporated d/b/a AT&T Wisconsin	Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp., NPCR, Inc.

TO: **Contract Management**
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202
Fax: 1-800-404-4548

November 20, 2007

RE: **Request to Port Interconnection Agreement**

Director – Contract Management:

Pursuant to ICA Merger Commitment 7.1 under "Reducing Transaction Costs Associated with Interconnection Agreements," effective December 29, 2006, associated with the merger of AT&T Inc. and BellSouth Corp. ("ICA Merger Commitment 7.1"), Sprint Nextel Corporation, through its wholly-owned subsidiaries (jointly "Sprint Nextel"), exercises its right to port the existing Interconnection Agreement between BellSouth Telecom, Inc. and Sprint Communication Company L.P. and Sprint Spectrum L.P. in the state of Kentucky to the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Oklahoma, Texas and Wisconsin and, by this notice, requests AT&T, through its incumbent local exchange carriers, to support this exercised right. Sprint Nextel understands that pursuant to ICA Merger Commitment 7.1, porting of the Interconnection Agreement is subject to state-specific pricing and performance plans.

	CARRIER NOTICE CONTACT INFO*
NOTICE CONTACT NAME	(see Attached)
NOTICE CONTACT TITLE	
STREET ADDRESS	
ROOM OR SUITE	
CITY, STATE, ZIP CODE	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
STATE OF INCORPORATION	Delaware
TYPE OF ENTITY (corporation, limited liability company, etc.)	Corporation

AT&T already possesses appropriate proof of certification for state requested.

Form completed and submitted by: **Fred Broughton**

Contact number: **913-762-4070**

* All requested carrier notice contact information and documentation are required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.

Carrier Contact Notice Information Attachment

All AT&T notices to Sprint Nextel should be sent to the same person(s) at the following addresses as an update to the addresses identified in the interconnection agreement between BellSouth Telecommunications, Inc. and Sprint Communications Company L.P. a/k/a Sprint Communications Company Limited Partnership and Sprint Spectrum L.P. (collectively "Sprint") ("the Sprint ICA").

For Sprint Nextel:

Manager, ICA Solutions
Sprint
P. O. Box 7954
Shawnee Mission, Kansas 66207-0954

or

Manager, ICA Solutions
Sprint
KSOPHA0310-3B268
6330 Sprint Parkway
Overland Park, KS 66251
(913) 762-4847 (overnight mail only)

With a copy to:

Legal/Telecom Mgmt Privacy Group
P O Box 7966
Overland Park, KS 66207-0966

or

Legal/Telecom Mgmnt Privacy Group
Mailstop: KSOPKN0214-2A568
6450 Sprint Parkway
Overland Park, KS 66251
913-315-9348 (overnight mail only)

Exhibit F

Sprint

Together with NEXTEL

Sprint Nextel

6600 SPRING PARKWAY, SUITE 200, HOUSTON, TX 77057

Overland Park, KS 66251

Office: (913) 762-4200, Fax: (913) 762-0104

Keith.kassien@sprint.com

Keith Kassien

Manager - Access Solutions

July 10, 2007

Electronic and Overnight Mail

Ms. Kay Lyon, Lead Negotiator
AT&T Wholesale
4 AT&T Plaza, 311 S. Akard
Room 2040.03
Dallas, Texas 75202

Mr. Randy Ham, Assistant Director
AT&T Wholesale
8th Floor
600 North 19th Street
Birmingham, Alabama 35203

Ms. Lynn Allen-Flood
AT&T Wholesale - Contract Negotiations
675 W. Peachtree St. N.E.
34S91
Atlanta, GA 30375

Re: Sprint Communications Company, L.P., Sprint Spectrum L.P., Nextel West Corp., and NPCR, Inc. (collectively "Sprint Nextel") respective adoption of the "Interconnection Agreement By and Between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P." dated January 1, 2001.

Dear Kay, Randy and Lynn:

The purpose of this letter is to notify the Ohio Bell Telephone Company (now known as AT&T of Ohio, hereinafter "AT&T") that Sprint Communications Company L.P.; Sprint Spectrum L.P., as agent and general partner for WirelessCo, LP, and as agent for SprintCom, Inc.; Nextel West Corp.; and, NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint Nextel") are exercising their right to adopt in Ohio the "Interconnection Agreement By and Between BellSouth Telecommunications, Inc. and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P." dated January 1, 2001 ("Sprint ICA") as amended, filed and approved in the 9 legacy BellSouth states. Sprint Nextel exercises this right pursuant to the FCC approved Merger Commitment Nos. 1 and 2 under "Reducing Transaction Costs Associated with Interconnection Agreements" ("Merger Commitments") as ordered in the BellSouth - AT&T merger, WC Docket No. 06-74.

The Sprint Nextel entities are wholly owned subsidiaries of Sprint Nextel Corporation.

As AT&T is aware, all relevant state-specific sections are already identified in the Sprint ICA (the "state-specific sections"). Sprint Nextel recognizes that within these state-specific sections, we may need to negotiate "state-specific pricing and performance plans and technical feasibility" issues. In order to facilitate these negotiations, please identify any state orders that AT&T believes constitutes "state-specific pricing and performance plans and technical feasibility" such that it effects these state specific sections. We understand that these negotiations would not prevent the adoption of the Sprint ICA

Page 2
July 10, 2007
Ms. Lyon

pursuant to Merger Commitment No. 1 while those negotiations proceed. Likewise, since the Sprint ICA is already TRRO compliant and has an otherwise effective change of law provision, there is no issue to prevent AT&T from also making the Sprint ICA available to Sprint Nextel in Ohio pursuant to Merger Commitment No. 2.

Enclosed are Sprint Nextel's completed AT&T forms with respect to Merger Commitment Nos. 1 and 2, with any language within such forms stricken to the extent such language is not contained within the Merger Commitments.

Also enclosed for AT&T's execution are two copies of an adoption document to implement Sprint Nextel's adoption of the Sprint ICA in Ohio. Please sign and return both executed documents for receipt by me no later than July 24, 2007. Upon receipt I will have both documents executed on behalf of Sprint Nextel and return one fully executed adoption document to you. I will also cause to be filed with the Public Utilities Commission of Ohio a copy of the fully executed adoption document along with a copy of the current 1,169 page Sprint ICA, as amended, which I will print off from your website at:

http://cpr.bellsouth.com/clec/docs/all_states/800aa291.pdf

To the extent notice may be deemed necessary pursuant to the existing interconnection agreements between any of the Sprint Nextel entities and AT&T, please also consider this letter as Sprint Nextel's conditional notice to terminate the existing Section 251/252 interconnection agreements currently in place between Sprint Nextel and AT&T in Ohio upon acknowledgement by the Public Utilities Commission of Ohio that Sprint Nextel has adopted the Sprint ICA. Upon such acknowledgement, the existing Section 251/252 interconnection agreements referenced in the preceding sentence will then be considered terminated and superseded by the adopted Sprint ICA.

Should AT&T have any questions regarding Sprint Nextel's adoption of the Sprint ICA in Ohio, please do not hesitate to call.

Thank you in advance for your prompt attention to this matter.

Sincerely,

Keith L. Kassien

Enclosures

CC: Mr. Jeffrey M. Pfaff, Counsel for Sprint Nextel
Ms. Jennifer A. Duane, Director, State Regulatory Affairs, Sprint Nextel
Mr. Fred Broughton, Interconnection Solutions

TO: **Contract Management**
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202
Fax: 1-800-404-4548

July 10, 2007

RE: **Notice to Adopt Interconnection Agreement**

Director – Contract Management:

Pursuant to ICA Merger Commitment 7.2 under "Reducing Transaction Costs Associated with Interconnection Agreements," ordered by the FCC effective December 29, 2006 in connection with the merger of AT&T Inc. and BellSouth Corporation ("ICA Merger Commitment 7.2"), Sprint Communications Company L.P., a Delaware Partnership, Sprint Spectrum L.P., a Delaware Partnership, as agent for SprintCom, Inc., a Kansas Corporation, and WirelessCo, L.P., a Delaware Partnership, Nextel West Corp., a Delaware Corporation, and NPCR, Inc. d/b/a Nextel Partners, a Delaware Corporation (jointly "Sprint Nextel") exercises its right to opt into the existing Interconnection Agreement ("ICA") between BellSouth Telecom, Inc. ("AT&T") and Sprint Communication Co., L.P. and Sprint Spectrum L.P. in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, & Tennessee, pursuant to ICA Merger Commitment 7.2, if the Agreement has not been amended to reflect changes of law, Sprint Nextel acknowledges that it is obligated to negotiate in good faith the execution of an Amendment regarding such change of law and agrees to complete said execution within 30 days after it has opted into the ICA. AT&T will reply in writing to this formal notice.

	CARRIER NOTICE CONTACT INFO*
NAME, TITLE	(See Attached)
STREET ADDRESS	
ROOM OR SUITE	
CITY, STATE, ZIP CODE	
E-MAIL ADDRESS	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
STATE OF INCORPORATION	Delaware
TYPE OF ENTITY (corporation, limited liability company, etc.)	Corporation

AT&T already possessed appropriate proof of certification for state requested.

Form completed and submitted by: **Fred Broughton**

Contact number: **913-762-4070**

* All requested carrier contact information and documentation are required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.

Sprint Spectrum L.P. and Sprint Communications Company L.P. and Nextel West Corp., and NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint Nextel")
Carrier Contact Notice Information Attachment

All AT&T notices to Sprint Nextel should be sent to the same person(s) at the following addresses as an update to the addresses identified in the interconnection agreement between BellSouth Telecommunications, Inc. and Sprint Communications Company L.P. a/k/a Sprint Communications Company Limited Partnership and Sprint Spectrum L.P. (collectively "Sprint") dated January 1, 2001 ("the Sprint ICA").

For Sprint Nextel:

Manager, ICA Solutions
Sprint
P. O. Box 7954
Shawnee Mission, Kansas 66207-0954

or

Manager, ICA Solutions
Sprint
KSOPHA0310-3B268
6330 Sprint Parkway
Overland Park, KS 66251
(913) 762-4847 (overnight mail only)

With a copy to:

Legal/Telecom Mgmt Privacy Group
P O Box 7966
Overland Park, KS 66207-0966

or

Legal/Telecom Mgmnt Privacy Group
Mailstop: KSOPKN0214-2A568
6450 Sprint Parkway
Overland Park, KS 66251
913-315-9348 (overnight mail only)

Exhibit G

Eddie A. Reed, Jr.
Director-Contract Management
AT&T Wholesale Customer Care

AT&T Inc.
311 S. Akard, Room 940.01
Dallas, TX 75202
Fax 800 404-4548



October 9, 2007

Keith L. Kassien
Manager - Access Solutions
Sprint Nextel
6330 Sprint Parkway - KSOPHA0310
Overland Park, KS 66251

Re: Sprint Communications Company, L.P., Sprint Spectrum L.P., Nextel West Corp., and NPCR, Inc.'s
Adoption Request

Dear Mr. Kassien:

This is in response to your letter dated July 10, 2007¹, on behalf of Sprint Communications Company, L.P., Sprint Spectrum L.P., Nextel West Corp., and NPCR, Inc. (collectively "Sprint Nextel"). The aforementioned letter states that, pursuant to Merger Commitments 1 and 2 under "Reducing Transaction Costs Associated with Interconnection Agreements," as ordered in the BellSouth-AT&T merger, WC Docket No. 06-74, Nextel is exercising its right to adopt the Interconnection Agreement between BellSouth Telecommunications, Inc.² and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P. ("Sprint ICA") in the State of Ohio. The letter is also to be considered Sprint Nextel's conditional notice to terminate its existing Section 251/252 ICAs between Sprint Nextel and AT&T Ohio upon approval of the adopted Sprint ICA.

The Sprint ICA was entered into on January 1, 2001, and was amended twice to extend the term to December 31, 2004. Since the expiration date, the parties have been operating under the Sprint ICA while the parties have been negotiating a successor ICA. As the Sprint ICA is expired and is currently in arbitration at the relevant state commissions, it is not available for adoption, as it was not adopted within a reasonable period of time as required by 47 C.F.R. § 51.809(c).

Kay Lyon will continue to be the AT&T Lead Negotiator assigned to Sprint Nextel for the AT&T 13-state region. She may be contacted at 214-858-0728. Please direct any questions or concerns you may have to Ms. Lyon.

If you would like to have further discussions regarding this matter, AT&T would be happy to participate in order to bring these issues to a quick and amicable resolution.

Sincerely,

A handwritten signature in dark ink, appearing to read "Eddie A. Reed", written over a horizontal line.

Eddie A. Reed

¹ Sprint's correspondence was received via e-mail on July 10, 2007. Because Sprint stated it was exercising rights pursuant to certain merger commitments, by e-mail dated July 11, 2007, AT&T requested that Sprint submit its correspondence using the merger commitment process established by AT&T for the industry. AT&T provided Sprint instructions regarding the same. Sprint never responded, nor did it re-submit its request. On October 4, 2007, Sprint sent the same request, again via e-mail. In order to move this matter along, unless further instructed by Sprint, AT&T will process this request as if it had been submitted via AT&T's merger commitment process.

² BellSouth Telecommunications, Inc. is now doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee as AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and/or AT&T Tennessee, and will be referred to herein as "AT&T".

Exhibit H



Accessible

Date: **November 16, 2007**

Number: **CLECALL07-086**

Effective Date: **November 16, 2007**

Category: **Other**

Subject: **(Interconnection Agreements) Clarification of BellSouth Merger Commitments**

Related Letters: **NA**

Attachment: **NA**

States Impacted: **Illinois, Indiana, Ohio, Michigan, Wisconsin, California, Nevada, Arkansas, Kansas, Missouri, Oklahoma, Texas and Connecticut**

Issuing ILECS: **AT&T Illinois, AT&T Indiana, AT&T Ohio, AT&T Michigan, AT&T Wisconsin, AT&T California, AT&T Nevada, AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and AT&T Connecticut**

Response Deadline: **January 15, 2008**

Contact: **AT&T Negotiator**

Conference Call/Meeting: **NA**

The purpose of this Accessible Letter is to clarify AT&T's implementation of two merger commitments adopted and approved by the Federal Communications Commission ("FCC") in its BellSouth/AT&T "Merger Order".¹ The commitments discussed herein concern porting and extending interconnection agreements ("ICAs").

Porting ICAs

Merger Commitment 7.1 allows carriers to port effective interconnection agreements entered into in any state in AT&T's 22-state ILEC operating territory (subject to stated limitations and requirements).² Some carriers have inquired why they are not able to port an agreement when the initial term has expired but the agreement itself has not yet been noticed for termination/renegotiation. This letter clarifies that such agreements are, in fact, eligible for porting under Merger Commitment 7.1, and AT&T has consistently implemented the commitment in this manner. However, carriers should be aware that adopted agreements always carry the same expiration date as the underlying agreement that is being adopted.³ Therefore, if a carrier adopts and ports an ICA whose initial term has expired, subsequent noticing of that ICA for termination and renegotiation will require that the adopted/porting agreement also be renegotiated. Moreover, consistent with federal rules, ICAs that have been noticed for termination/renegotiation are not eligible to be ported because they have already "remain[ed] available for use by telecommunications carriers...for a reasonable period of time."⁴ Accordingly, when porting agreements pursuant to Merger Commitment 7.1, carriers should be mindful of whether the ICA, by its terms, is eligible to be noticed for termination/renegotiation or has already been noticed by either party.

¹ Memorandum Opinion and Order, *In the Matter of AT&T, Inc. and BellSouth Corporation Application for Transfer of Control*, 22 F.C.C.R. 5662 at ¶222, Appendix F (March 26, 2007) ("Merger Order").

² Merger Order at Appendix F, "Reducing Transaction Costs Associated with Interconnection Agreements," ¶ 1.

³ *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, Second Report and Order, 19 FCC Rcd 13494 (FCC 2004).

⁴ 47 C.F.R. § 51.809(c).

Extending ICAs' Terms

Merger Commitment 7.4 allows carriers to extend the terms of their current ICAs for a period of up to three (3) years, subject to amendment to reflect prior and future changes of law.⁵ The question has arisen whether ICAs may be extended for three years from the expiration date of the ICA's initial term (as interpreted and implemented by AT&T) or some other date (e.g., the merger close date of December 29, 2006 or the date of a carrier's extension request). While AT&T believes that its interpretation is supported by the plain language of Merger Commitment 7.4, as well as by the *ex parte* documents submitted to the FCC and the negotiations of the commitment prior to release of the Merger Order, AT&T is modifying its position to allow carriers additional opportunities to extend the terms of their agreements. As such, effective with the date of this Accessible Letter, AT&T will implement Merger Commitment 7.4 as follows:

ICAs Expiring Prior to January 15, 2008 (Option 1): ICAs whose initial terms have already expired, or will expire prior to January 15, 2008, may be extended for up to three years from the date of a carrier's extension request, provided that AT&T receives the carrier's extension request prior to January 15, 2008.⁶ An ICA's term may be extended only once pursuant to Merger Commitment 7.4.⁷ If no request to extend the ICA's term has been received by AT&T prior to January 15, 2008, the ICA's term may not be extended pursuant to the merger commitment.

ICAs Expiring On or After January 15, 2008 (Option 2): ICAs whose initial terms will expire on or after January 15, 2008, may be extended for up to three years from the expiration date of the ICA's initial term, provided that (i) AT&T receives a carrier's extension request prior to the ICA's expiration date of the initial term, and (ii) the ICA's initial term expires before June 29, 2010, the sunset date of the merger commitment. ICAs whose initial term expires after June 29, 2010 are not eligible for extension. An ICA's term may be extended only once pursuant to Merger Commitment 7.4. If no request to extend the ICA's term has been received by AT&T as of the expiration date of the ICA's initial term, the ICA may not be extended pursuant to the merger commitment.

Important Note for Both Options Above: The expiration date of an agreement's initial term may be either express (e.g., "January 15, 2008") or a date that requires calculation (e.g., "three years from the Effective Date"). Initial terms may also be a date established by a filed and approved amendment (e.g., an ICA's initial term expired on January 15, 2001, but an amendment extended the expiration date until January 15, 2003, in which case the latter is still considered the expiration date of the ICA's initial term). For purposes of implementing Merger Commitment 7.4, the expiration date of an agreement's **initial term** will in all cases be used, as described above, to calculate whether the agreement is eligible for extension. Any evergreen term, renewal term or default term (e.g., month-to-month or year-to-year) or any other term that continues the agreement beyond the expiration of its initial term will have no bearing on whether and how the agreement may be extended. This has important implications for the options discussed above, including without limitation:

⁵ Merger Order at Appendix F, "Reducing Transaction Costs Associated with Interconnection Agreements," ¶ 4. Merger Commitment 7.4 applies to ICAs in effect as of the date of the Merger Order, December 29, 2006.

⁶ Compare with *Order of the Kentucky Public Service Commission*, Petition of Sprint Communications Company L.P. et al. For Arbitration of Rates, Terms and Conditions of Interconnection with BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky d/b/a AT&T Southeast, Case No. 2007-00180 (Sept. 18, 2007) (holding that Merger Commitment 7.4 gives carriers the right to extend ICAs for three years from the merger close date of December 29, 2006, or until December 29, 2009).

⁷ Carriers that extended or requested to extend the initial term of an ICA that has already expired pursuant to AT&T's prior policy (i.e., for up to three years from the initial expiration date) may re-submit a request to extend the ICA pursuant to this Accessible Letter. For such carriers, the ICA may be extended under Option 1 for up to three years from the date of carrier's **initial, prior** request, as long as carrier sends the required notice discussed herein by January 15, 2008.

- For Option 1, the initial term of an ICA may have already expired but the ICA may still be in effect (e.g., the ICA expired on June 1, 2007 and it is presently in effect on a month-to-month basis). The required extension notice under Option 1 must be received by AT&T prior to January 15, 2008, regardless of the fact that the ICA remains in effect on a month-to-month or other basis. On January 15, 2008, unless a carrier has submitted the required notice to extend the term, it will be deemed to have waived any extension rights with respect to that ICA.
- For Option 2, the required term extension notice must be received by AT&T prior to the expiration date of the ICA's initial term, regardless of whether the ICA continues in effect beyond the expiration date of the initial term. Upon the expiration date of an ICA's initial term, a carrier will be deemed to have waived any extension rights with respect to that ICA.

The options under Merger Commitment 7.4 as described in this Accessible Letter are available to carriers regardless of whether they have already submitted an extension request, and regardless of the disposition of that prior request. However, carriers desiring to extend the terms of their ICAs as stated herein must submit another extension request, as AT&T is unable to decide unilaterally what any carrier may want to avail itself of at this point in time. **Carriers may not rely on prior extension requests to avail themselves of the options discussed in this Accessible Letter. Carriers who do not submit an extension request, by the time periods indicated above, may not extend their ICAs pursuant to Merger Commitment 7.4 as described herein.** Extension Request Forms can be found by CLECs on AT&T's CLEC Online website at <https://clec.att.com/clec>⁸ and by paging/wireless carriers at <https://primeaccess.att.com/>.⁹

Conclusion

Any questions regarding this Accessible Letter should be directed to your Lead Negotiator.

A copy of AT&T Texas' filing with the Public Utility Commission of Texas and any accompanying tariff sheets (if applicable) can be viewed on the Internet at the following website, typically on the effective date of the changes.

http://www.att.com/search/tariffs.jsp?category=TEXAS/TELCO/FILING_LOG

⁸ From the HOME page of CLEC Online, click on the sub-heading Interconnection Agreements located on the left-hand side of the page and follow your cursor to the BLS Merger Commitment Request Forms link. A new window will appear. On the page AT&T/BLS Merger Commitments under Reducing Transaction Costs Associated with Interconnection Agreements, you will see a list of four commitments. The fourth contains an Extension Request Form to be completed and submitted to AT&T Wholesale Contract Management, via fax or email. The fax number and email address are provided on this page.

⁹ From the HOME page of Prime Access, click on the subheading BLS-Merger Request Forms located on the left-hand side of the page. An AT&T CLEC Online Disclaimer will appear, click OK. A page containing the BLS Merger Commitment Request Forms will be displayed. Under Reducing Transaction Costs Associated with Interconnection Agreements, you will see a list of four commitments. The fourth contains an Extension Request Form to be completed and submitted to AT&T Wholesale Contract Management, via fax or email. The fax number and email address are provided on this page.

Exhibit I

By and Between

Southwestern Bell Telephone Company

d/b/a

AT&T Missouri

And

**Sprint Communications Company L.P.,
Sprint Spectrum L.P., as agent for SprintCom, Inc. and
WirelessCo, L.P., and
Nextel West Corp.**

AGREEMENT

THIS AGREEMENT is made by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T"), a Missouri Corporation, having offices at One Bell Center, St. Louis, Missouri, 63101, on behalf of itself and its successors and assigns, and Sprint Communications Company L.P., a Delaware Partnership, Sprint Spectrum L.P., a Delaware Partnership, as agent for SprintCom, Inc., a Kansas Corporation, and WirelessCo, L.P., a Delaware Partnership, and Nextel West Corp., a Delaware Corporation, (jointly "Sprint Nextel") and shall be deemed effective in the respective state of Missouri as of the date it is filed with the state Commission or applicable Authority ("the Effective Date").

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

WHEREAS, pursuant to Merger Commitment Nos. 1 and 2 under "Reducing Transaction Costs Associated with Interconnection Agreements" as required by the Federal Communications Commission in its AT&T, Inc. – BellSouth Corporation Order, i.e., *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, Memorandum Opinion and Order, Ordering Clause ¶ 227 at page 112 and Appendix F at page 149, WC Docket No. 06-74 (Adopted: December 29, 2006, Released: March 26, 2007), AT&T is also required to make available any entire effective interconnection agreement that an AT&T/BellSouth ILEC has entered into in any state in the AT&T/BellSouth 22-state operating territory; and

WHEREAS, Sprint Nextel has exercised its right to adopt in its entirety the effective interconnection agreement between Sprint Communications Company Limited Partnership a/k/a Sprint Communications Company L.P. ("Sprint CLEC"), Sprint Spectrum, L.P. d/b/a Sprint PCS ("Sprint PCS") and BellSouth Telecommunications, Inc. dated January 1, 2001 for the state of Kentucky ("the Sprint ICA").

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

1. Sprint Nextel and AT&T shall adopt in its entirety the 1,169 page Sprint ICA, a copy of which is available upon request, and is also available for public view on the AT&T website at:

http://cpr.bellsouth.com/clec/docs/all_states/800aa291.pdf

2. The term of this Agreement shall be from the Effective Date as set forth above and shall coincide with any expiration or extension of the Sprint ICA.

3. Sprint Nextel and AT&T shall accept and incorporate into this Agreement any amendments to the Sprint ICA executed as a result of any final judicial, regulatory, or legislative action.

4. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid (and email to the extent an email has been provided for notice purposes) to the same person(s) at the same addresses as identified in the Sprint ICA, including any revisions to such notice information as may be provided by Sprint CLEC and Sprint PCS from time to time, and will be deemed to equally apply to Sprint Nextel unless specifically indicated otherwise in writing.

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

**Southwestern Bell Telephone Company
d/b/a AT&T Missouri**

**Sprint Communications Company
L.P.
Sprint Spectrum L.P
Nextel West Corp.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 2

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of

AT&T Inc. and BellSouth Corporation
Application for Transfer of Control

)
)
)
)
)
)
)

WC Docket No. 06-74

MEMORANDUM OPINION AND ORDER

Adopted: December 29, 2006

Released: March 26, 2007

By the Commission: Chairman Martin and Commissioner Tate issuing a joint statement;
Commissioners Copps and Adelstein concurring and issuing separate statements;
Commissioner McDowell not participating.

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Conditions

The Applicants have offered certain voluntary commitments, enumerated below. Because we find these commitments will serve the public interest, we accept them. Unless otherwise specified herein, the commitments described herein shall become effective on the Merger Closing Date. The commitments described herein shall be null and void if AT&T and BellSouth do not merge and there is no Merger Closing Date.

It is not the intent of these commitments to restrict, supersede, or otherwise alter state or local jurisdiction under the Communications Act of 1934, as amended, or over the matters addressed in these commitments, or to limit state authority to adopt rules, regulations, performance monitoring programs, or other policies that are not inconsistent with these commitments.

MERGER COMMITMENTS

For the avoidance of doubt, unless otherwise expressly stated to the contrary, all conditions and commitments proposed in this letter are enforceable by the FCC and would apply in the AT&T/BellSouth in-region territory, as defined herein, for a period of forty-two months from the Merger Closing Date and would automatically sunset thereafter.

Repatriation of Jobs to the U.S.

AT&T/BellSouth¹ is committed to providing high quality employment opportunities in the U.S. In order to further this commitment, AT&T/BellSouth will repatriate 3,000 jobs that are currently outsourced by BellSouth outside of the U.S. This repatriation will be completed by December 31, 2008. At least 200 of the repatriated jobs will be physically located within the New Orleans, Louisiana MSA.

Promoting Accessibility of Broadband Service

1. By December 31, 2007, AT&T/BellSouth will offer broadband Internet access service (*i.e.*, Internet access service at speeds in excess of 200 kbps in at least one direction) to 100 percent of the residential living units in the AT&T/BellSouth in-region territory.² To meet this commitment, AT&T/BellSouth will offer broadband Internet access services to at least 85 percent of such living units using wireline technologies (the "Wireline Buildout Area"). AT&T/BellSouth will make available broadband Internet access service to the remaining living units using alternative

¹ AT&T/BellSouth refers to AT&T Inc., BellSouth Corporation, and their affiliates that provide domestic wireline or Wi-Max fixed wireless services.

² As used herein, the "AT&T/BellSouth in-region territory" means the areas in which an AT&T or BellSouth operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i). "AT&T in-region territory" means the area in which an AT&T operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i), and "BellSouth in-region territory" means the area in which a BellSouth operating company is the incumbent local exchange carrier, as defined in 47 U.S.C. § 251(h)(1)(A) and (B)(i).

technologies and operating arrangements, including but not limited to satellite and Wi-Max fixed wireless technologies. AT&T/BellSouth further commits that at least 30 percent of the incremental deployment after the Merger Closing Date necessary to achieve the Wireline Buildout Area commitment will be to rural areas or low income living units.³

2. AT&T/BellSouth will provide an ADSL modem without charge (except for shipping and handling) to residential subscribers within the Wireline Buildout Area who, between July 1, 2007, and June 30, 2008, replace their AT&T/BellSouth dial-up Internet access service with AT&T/BellSouth's ADSL service and elect a term plan for their ADSL service of twelve months or greater.

3. Within six months of the Merger Closing Date, and continuing for at least 30 months from the inception of the offer, AT&T/BellSouth will offer to retail consumers in the Wireline Buildout Area, who have not previously subscribed to AT&T's or BellSouth's ADSL service, a broadband Internet access service at a speed of up to 768 Kbps at a monthly rate (exclusive of any applicable taxes and regulatory fees) of \$10 per month.

Statement of Video Roll-Out Intentions

AT&T is committed to providing, and has expended substantial resources to provide, a broad array of advanced video programming services in the AT&T in-region territory. These advanced video services include Uverse, on an integrated IP platform, and HomeZone, which integrates advanced broadband and satellite services. Subject to obtaining all necessary authorizations to do so, AT&T/BellSouth intends to bring such services to the BellSouth in-region territory in a manner reasonably consistent with AT&T's roll-out of such services within the AT&T in-region territory. In order to facilitate the provision of such advanced video services in the BellSouth in-region territory, AT&T/BellSouth will continue to deploy fiber-based facilities and intends to have the capability to reach at least 1.5 million homes in the BellSouth in-region territory by the end of 2007.

AT&T/BellSouth agrees to provide a written report to the Commission by December 31, 2007, describing progress made in obtaining necessary authorizations to roll-out, and the actual roll-out of, such advanced video services in the BellSouth in-region territory.

Public Safety, Disaster Recovery

1. By June 1, 2007, AT&T will complete the steps necessary to allow it to make its disaster recovery capabilities available to facilitate restoration of service in BellSouth's in-region territory in the event of an extended service outage caused by a hurricane or other disaster.

2. In order to further promote public safety, within thirty days of the Merger Closing Date, AT&T/BellSouth will donate \$1 million to a section 501(c)(3) foundation or public entities for the purpose of promoting public safety.

³ For purposes of this commitment, a low income living unit shall mean a living unit in AT&T/BellSouth's in-region territory with an average annual income of less than \$35,000, determined consistent with Census Bureau data, *see* California Public Utilities Code section 5890(j)(2) (as added by AB 2987) (defining low income households as those with annual incomes below \$35,000), and a rural area shall consist of the zones in AT&T/BellSouth's in-region territory with the highest deaveraged UNE loop rates as established by the state commission consistent with the procedures set forth in section 51.507 of the Commission's rules. 47 C.F.R. § 51.507.

Service to Customers with Disabilities

AT&T/BellSouth has a long and distinguished history of serving customers with disabilities. AT&T/BellSouth commits to provide the Commission, within 12 months of the Merger Closing Date, a report describing its efforts to provide high quality service to customers with disabilities.

UNEs

1. The AT&T and BellSouth ILECs shall continue to offer and shall not seek any increase in state-approved rates for UNEs or collocation that are in effect as of the Merger Closing Date. For purposes of this commitment, an increase includes an increased existing surcharge or a new surcharge unless such new or increased surcharge is authorized by (i) the applicable interconnection agreement or tariff, as applicable, and (ii) by the relevant state commission. This commitment shall not limit the ability of the AT&T and BellSouth ILECs and any other telecommunications carrier to agree voluntarily to any different UNE or collocation rates.
2. AT&T/BellSouth shall recalculate its wire center calculations for the number of business lines and fiber-based collocations and, for those that no longer meet the non-impairment thresholds established in 47 CFR §§ 51.319(a) and (e), provide appropriate loop and transport access. In identifying wire centers in which there is no impairment pursuant to 47 CFR §§ 51.319(a) and (e), the merged entity shall exclude the following: (i) fiber-based collocation arrangements established by AT&T or its affiliates; (ii) entities that do not operate (*i.e.*, own or manage the optronics on the fiber) their own fiber into and out of their own collocation arrangement but merely cross-connect to fiber-based collocation arrangements; and (iii) special access lines obtained by AT&T from BellSouth as of the day before the Merger Closing Date.
3. AT&T/BellSouth shall cease all ongoing or threatened audits of compliance with the Commission's EELs eligibility criteria (as set forth in the *Supplemental Order Clarification's* significant local use requirement and related safe harbors, and the *Triennial Review Order's* high capacity EEL eligibility criteria), and shall not initiate any new EELs audits.

Reducing Transaction Costs Associated with Interconnection Agreements

1. The AT&T/BellSouth ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated, that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, and provided, further, that an AT&T/BellSouth ILEC shall not be obligated to provide pursuant to this commitment any interconnection arrangement or UNE unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made.
2. The AT&T/BellSouth ILECs shall not refuse a request by a telecommunications carrier to opt into an agreement on the ground that the agreement has not been amended to reflect changes of law, provided the requesting telecommunications carrier agrees to negotiate in good faith an amendment regarding such change of law immediately after it has opted into the agreement.
3. The AT&T/BellSouth ILECs shall allow a requesting telecommunications carrier to use its pre-existing interconnection agreement as the starting point for negotiating a new agreement.

4. The AT&T/BellSouth ILECs shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law. During this period, the interconnection agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's "default" provisions.

Special Access

Each of the following special access commitments shall remain in effect until 48 months from the Merger Closing Date.

1. AT&T/BellSouth affiliates that meet the definition of a Bell operating company in section 3(4)(A) of the Act ("AT&T/BellSouth BOCs")⁴ will implement, in the AT&T and BellSouth Service Areas,⁵ the Service Quality Measurement Plan for Interstate Special Access Services ("the Plan"), similar to that set forth in the SBC/AT&T Merger Conditions, as described herein and in Attachment A to this Appendix F. The AT&T/BellSouth BOCs shall provide the Commission with performance measurement results on a quarterly basis, which shall consist of data collected according to the performance measurements listed therein. Such reports shall be provided in an Excel spreadsheet format and shall be designed to demonstrate the AT&T/BellSouth BOCs' monthly performance in delivering interstate special access services within each of the states in the AT&T and BellSouth Service Areas. These data shall be reported on an aggregated basis for interstate special access services delivered to (i) AT&T and BellSouth section 272(a) affiliates, (ii) their BOC and other affiliates, and (iii) non-affiliates.⁶ The AT&T/BellSouth BOCs shall provide performance measurement results (broken down on a monthly basis) for each quarter to the Commission by the 45th day after the end of the quarter. The AT&T/BellSouth BOCs shall implement the Plan for the first full quarter following the Merger Closing Date. This commitment shall terminate on the earlier of (i) 48 months and 45 days after the beginning of the first full quarter following the Merger Closing Date (that is, when AT&T/BellSouth files its 16th quarterly report); or (ii) the effective date of a Commission order adopting performance measurement requirements for interstate special access services.

2. AT&T/BellSouth shall not increase the rates paid by existing customers (as of the Merger Closing Date) of DS1 and DS3 local private line services that it provides in the AT&T/BellSouth in-region territory pursuant to, or referenced in, TCG FCC Tariff No. 2 above their level as of the Merger Closing Date.

3. AT&T/BellSouth will not provide special access offerings to its wireline affiliates that are not available to other similarly situated special access customers on the same terms and conditions.

4. To ensure that AT&T/BellSouth may not provide special access offerings to its affiliates that are not available to other special access customers, before AT&T/BellSouth provides a new or modified

⁴ For purposes of clarity, the special access commitments set forth herein do not apply to AT&T Advanced Solutions, Inc. and the Ameritech Advanced Data Services Companies, doing business collectively as "ASI."

⁵ For purposes of this commitment, "AT&T and BellSouth Service Areas" means the areas within AT&T/BellSouth's in-region territory in which the AT&T and BellSouth ILECs are Bell operating companies as defined in 47 U.S.C. § 153(4)(A).

⁶ BOC data shall not include retail data.

contract tariffed service under section 69.727(a) of the Commission's rules to its own section 272(a) affiliate(s), it will certify to the Commission that it provides service pursuant to that contract tariff to an unaffiliated customer other than Verizon Communications Inc., or its wireline affiliates. AT&T/BellSouth also will not unreasonably discriminate in favor of its affiliates in establishing the terms and conditions for grooming special access facilities.⁷

5. No AT&T/BellSouth ILEC may increase the rates in its interstate tariffs, including contract tariffs, for special access services that it provides in the AT&T/BellSouth in-region territory, as set forth in tariffs on file at the Commission on the Merger Closing Date, and as set forth in tariffs amended subsequently in order to comply with the provisions of these commitments.

6. In areas within the AT&T/BellSouth in-region territory where an AT&T/BellSouth ILEC has obtained Phase II pricing flexibility for price cap services ("Phase II areas"), such ILEC will offer DS1 and DS3 channel termination services, DS1 and DS3 mileage services, and Ethernet services,⁸ that currently are offered pursuant to the Phase II Pricing Flexibility Provisions of its special access tariffs,⁹ at rates that are no higher than, and on the same terms and conditions as, its tariffed rates, terms, and conditions as of the Merger Closing Date for such services in areas within its in-region territory where it has not obtained Phase II pricing flexibility. In Phase II areas, AT&T/BellSouth also will reduce by 15% the rates in its interstate tariffs as of the Merger Closing Date for Ethernet services that are not at that time subject to price cap regulation. The foregoing commitments shall not apply to DS1, DS3, or Ethernet services provided by an AT&T/BellSouth ILEC to any other price cap ILEC, including any affiliate of such other price cap ILEC,¹⁰ unless such other price cap ILEC offers DS1 and DS3 channel termination and mileage services, and price cap Ethernet services in all areas in which it has obtained Phase II pricing flexibility relief for such services (hereinafter "Reciprocal Price Cap Services") at rates, and on the terms and conditions, applicable to such services in areas in which it has not obtained Phase II pricing flexibility for such services, nor shall AT&T/BellSouth provide the aforementioned 15% discount to such price cap ILEC or affiliate thereof unless such ILEC makes generally available a reciprocal discount for any Ethernet service it offers outside of price cap regulation (hereinafter "Reciprocal Non-Price Cap Services"). Within 14 days of the Merger Closing Date, AT&T/BellSouth will provide notice of this commitment to each price cap ILEC that purchases, or that has an affiliate that purchases, services subject to this commitment from an AT&T/BellSouth ILEC. If within 30 days thereafter, such price cap ILEC does not: (i) affirmatively inform AT&T/BellSouth and the Commission of its intent to sell Reciprocal

⁷ Neither this merger commitment nor any other merger commitment herein shall be construed to require AT&T/BellSouth to provide any service through a separate affiliate if AT&T/BellSouth is not otherwise required by law to establish or maintain such separate affiliate.

⁸ The Ethernet services subject to this commitment are AT&T's interstate OPT-E-MAN, GigaMAN and DecaMAN services and BellSouth's interstate Metro Ethernet Service.

⁹ The Phase II Pricing Flexibility Provisions for DS1 and DS3 services are those set forth in Ameritech Tariff FCC No. 2, Section 21; Pacific Bell Tariff FCC No. 1, Section 31; Nevada Bell Tariff FCC No. 1, Section 22; Southwestern Bell Telephone Company Tariff FCC No. 73, Section 39; Southern New England Telephone Tariff FCC No. 39, Section 24; and BellSouth Telecommunications Tariff FCC No. 1, Section 23.

¹⁰ For purposes of this commitment, the term "price cap ILEC" refers to an incumbent local exchange carrier that is subject to price cap regulation and all of its affiliates that are subject to price cap regulation. The term "affiliate" means an affiliate as defined in 47 U.S.C. § 153(1) and is not limited to affiliates that are subject to price cap regulation.

Price Cap Services in areas where it has received Phase II pricing flexibility for such services at the rates, terms, and conditions that apply in areas where it has not received such flexibility, and to provide a 15% discount on Reciprocal Non-Price Cap Services; and (ii) file tariff revisions that would implement such changes within 90 days of the Merger Closing Date (a "Non-Reciprocating Carrier"), the AT&T/BellSouth ILECs shall be deemed by the FCC to have substantial cause to make any necessary revisions to the tariffs under which they provide the services subject to this commitment to such Non-Reciprocating Carrier, including any affiliates, to prevent or offset any change in the effective rate charged such entities for such services. The AT&T/BellSouth ILECs will file all tariff revisions necessary to effectuate this commitment, including any provisions addressing Non-Reciprocating Carriers and their affiliates, within 90 days from the Merger Closing Date.

7. AT&T/BellSouth will not oppose any request by a purchaser of interstate special access services for mediation by Commission staff of disputes relating to AT&T/BellSouth's compliance with the rates, terms, and conditions set forth in its interstate special access tariffs and pricing flexibility contracts or to the lawfulness of the rates, terms, and conditions in such tariffs and contracts, nor shall AT&T/BellSouth oppose any request that such disputes be accepted by the Commission onto the Accelerated Docket.

8. The AT&T/BellSouth ILECs will not include in any pricing flexibility contract or tariff filed with the Commission after the Merger Closing Date access service ratio terms which limit the extent to which customers may obtain transmission services as UNEs, rather than special access services.

9. Within 60 days after the Merger Closing Date, the AT&T/BellSouth ILECs will file one or more interstate tariffs that make available to customers of DS1, DS3, and Ethernet service reasonable volume and term discounts without minimum annual revenue commitments (MARC) or growth discounts. To the extent an AT&T/BellSouth ILEC files an interstate tariff for DS1, DS3, or Ethernet services with a varying MARC, it will at the same time file an interstate tariff for such services with a fixed MARC. For purposes of these commitments, a MARC is a requirement that the customer maintain a minimum specified level of spending for specified services per year.

10. If, during the course of any negotiation for an interstate pricing flexibility contract, AT&T/BellSouth offers a proposal that includes a MARC, AT&T/BellSouth will offer an alternative proposal that gives the customer the option of obtaining a volume and/or term discount(s) without a MARC. If, during the course of any negotiation for an interstate pricing flexibility contract, AT&T/BellSouth offers a proposal that includes a MARC that varies over the life of the contract, AT&T/BellSouth will offer an alternative proposal that includes a fixed MARC.

11. Within 14 days of the Merger Closing Date, the AT&T/BellSouth ILECs will give notice to customers of AT&T/BellSouth with interstate pricing flexibility contracts that provide for a MARC that varies over the life of the contract that, within 45 days of such notice, customers may elect to freeze, for the remaining term of such pricing flexibility contract, the MARC in effect as of the Merger Closing Date, provided that the customer also freezes, for the remaining term of such pricing flexibility contract, the contract discount rate (or specified rate if the contract sets forth specific rates rather than discounts off of referenced tariffed rates) in effect as of the Merger Closing Date.

Transit Service

The AT&T and BellSouth ILECs will not increase the rates paid by existing customers for their existing tandem transit service arrangements that the AT&T and BellSouth ILECs provide in the AT&T/BellSouth in-region territory.¹¹

ADSL Service¹²

1. Within twelve months of the Merger Closing Date, AT&T/BellSouth will deploy and offer within the BellSouth in-region territory ADSL service to ADSL-capable customers without requiring such customers to also purchase circuit switched voice grade telephone service. AT&T/BellSouth will continue to offer this service in each state for thirty months after the "Implementation Date" in that state. For purposes of this commitment, the "Implementation Date" for a state shall be the date on which AT&T/BellSouth can offer this service to eighty percent of the ADSL-capable premises in BellSouth's in-region territory in that state.¹³ Within twenty days after meeting the Implementation Date in a state, AT&T/BellSouth will file a letter with the Commission certifying to that effect. In all events, this commitment will terminate no later than forty-two months after the Merger Closing Date.

2. AT&T/BellSouth will extend until thirty months after the Merger Closing Date the availability within AT&T's in-region territory of ADSL service, as described in the ADSL Service Merger Condition, set forth in Appendix F of the *SBC/AT&T Merger Order* (FCC 05-183).

3. Within twelve months of the Merger Closing Date, AT&T/BellSouth will make available in its in-region territory an ADSL service capable of speeds up to 768 Kbps to ADSL-capable customers without requiring such customers to also purchase circuit switched voice grade telephone service ("Stand Alone 768 Kbps service"). AT&T/BellSouth will continue to offer the 768 Kbps service in a state for thirty months after the "Stand Alone 768 Kbps Implementation Date" for that state. For purposes of this commitment, the "Stand Alone 768 Kbps Implementation Date" for a state shall be the date on which AT&T/BellSouth can offer the Stand Alone 768 Kbps service to eighty percent of the ADSL-capable premises in AT&T/BellSouth's in-region territory in that state. The Stand Alone 768 Kbps service will be offered at a rate of not more than \$19.95 per month (exclusive of regulatory fees and taxes). AT&T/BellSouth may make available such services at other speeds at prices that are competitive with the broadband market taken as a whole.

¹¹ Tandem transit service means tandem-switched transport service provided to an originating carrier in order to indirectly send intraLATA traffic subject to § 251(b)(5) of the Communications Act of 1934, as amended, to a terminating carrier, and includes tandem switching functionality and tandem switched transport functionality between an AT&T/BellSouth tandem switch location and the terminating carrier.

¹² The commitments set forth under the heading "ADSL Service" are, by their terms, available to retail customers only. Wholesale commitments are addressed separately under the heading "ADSL Transmission Service."

¹³ After meeting the implementation date in each state, AT&T/BellSouth will continue deployment so that it can offer the service to all ADSL-capable premises in its in-region territory within twelve months of the Merger Closing Date.

ADSL Transmission Service

AT&T/BellSouth will offer to Internet service providers, for their provision of broadband Internet access service to ADSL-capable retail customer premises, ADSL transmission service in the combined AT&T/BellSouth territory that is functionally the same as the service AT&T offered within the AT&T in-region territory as of the Merger Closing Date.¹⁴ Such wholesale offering will be at a price not greater than the retail price in a state for ADSL service that is separately purchased by customers who also subscribe to AT&T/BellSouth local telephone service.

Net Neutrality

1. Effective on the Merger Closing Date, and continuing for 30 months thereafter, AT&T/BellSouth will conduct business in a manner that comports with the principles set forth in the Commission's Policy Statement, issued September 23, 2005 (FCC 05-151).

2. AT&T/BellSouth also commits that it will maintain a neutral network and neutral routing in its wireline broadband Internet access service.¹⁵ This commitment shall be satisfied by AT&T/BellSouth's agreement not to provide or to sell to Internet content, application, or service providers, including those affiliated with AT&T/BellSouth, any service that privileges, degrades or prioritizes any packet transmitted over AT&T/BellSouth's wireline broadband Internet access service based on its source, ownership or destination.

This commitment shall apply to AT&T/BellSouth's wireline broadband Internet access service from the network side of the customer premise equipment up to and including the Internet Exchange Point closest to the customer's premise, defined as the point of interconnection that is logically, temporally or physically closest to the customer's premise where public or private Internet backbone networks freely exchange Internet packets.

This commitment does not apply to AT&T/BellSouth's enterprise managed IP services, defined as services available only to enterprise customers¹⁶ that are separate services from, and can be purchased without, AT&T/BellSouth's wireline broadband Internet access service, including, but not limited to, virtual private network (VPN) services provided to enterprise customers. This commitment also does not apply to AT&T/BellSouth's Internet Protocol television (IPTV) service.

¹⁴ An ADSL transmission service shall be considered "functionally the same" as the service AT&T offered within the AT&T in-region territory as of the Merger Closing Date if the ADSL transmission service relies on ATM transport from the DSLAM (or equivalent device) to the interface with the Internet service provider, and provides a maximum asymmetrical downstream speed of 1.5Mbps or 3.0Mbps, or a maximum symmetrical upstream/downstream speed of 384Kbps or 416Kbps, where each respective speed is available (the "Broadband ADSL Transmission Service"). Nothing in this commitment shall require AT&T/BellSouth to serve any geographic areas it currently does not serve with Broadband ADSL Transmission Service or to provide Internet service providers with broadband Internet access transmission technology that was not offered by AT&T to such providers in its in-region territory as of the Merger Closing Date.

¹⁵ For purposes of this commitment, AT&T/BellSouth's wireline broadband Internet access service and its Wi-Max fixed wireless broadband Internet access service are, collectively, AT&T/BellSouth's "wireline broadband Internet access service."

¹⁶ "Enterprise customers" refers to that class of customer identified as enterprise customers on AT&T's website (<http://www.att.com>) as of December 28, 2006.

These exclusions shall not result in the privileging, degradation, or prioritization of packets transmitted or received by AT&T/BellSouth's non-enterprise customers' wireline broadband Internet access service from the network side of the customer premise equipment up to and including the Internet Exchange Point closest to the customer's premise, as defined above.

This commitment shall sunset on the earlier of (1) two years from the Merger Closing Date, or (2) the effective date of any legislation enacted by Congress subsequent to the Merger Closing Date that substantially addresses "network neutrality" obligations of broadband Internet access providers, including, but not limited to, any legislation that substantially addresses the privileging, degradation, or prioritization of broadband Internet access traffic.

Internet Backbone

1. For a period of three years after the Merger Closing Date, AT&T/BellSouth will maintain at least as many discrete settlement-free peering arrangements for Internet backbone services with domestic operating entities within the United States as they did on the Merger Closing Date, provided that the number of settlement-free peering arrangements that AT&T/BellSouth is required to maintain hereunder shall be adjusted downward to account for any mergers, acquisitions, or bankruptcies by existing peering entities or the voluntary election by a peering entity to discontinue its peering arrangement. If on the Merger Closing Date, AT&T and BellSouth both maintain a settlement free peering arrangement for Internet backbone services with the same entity (or an affiliate thereof), the separate arrangements shall count as one settlement-free peering arrangement for purposes of determining the number of discrete peering entities with whom AT&T/BellSouth must peer pursuant to this commitment. AT&T/BellSouth may waive terms of its published peering policy to the extent necessary to maintain the number of peering arrangements required by this commitment.

Notwithstanding the above, if within three years after the Merger Closing Date, one of the ten largest entities with which AT&T/BellSouth engages in settlement free peering for Internet backbone services (as measured by traffic volume delivered to AT&T/BellSouth's backbone network facilities by such entity) terminates its peering arrangement with AT&T/BellSouth for any reason (including bankruptcy, acquisition, or merger), AT&T/BellSouth will replace that peering arrangement with another settlement free peering arrangement and shall not adjust its total number of settlement free peers downward as a result.

2. Within thirty days after the Merger Closing Date, and continuing for three years thereafter, AT&T/BellSouth will post its peering policy on a publicly accessible website. During this three-year period, AT&T/BellSouth will post any revisions to its peering policy on a timely basis as they occur.

Forbearance

1. AT&T/BellSouth will not seek or give effect to a ruling, including through a forbearance petition under section 10 of the Communications Act (the "Act") 47 U.S.C. 160, or any other petition, altering the status of any facility being currently offered as a loop or transport UNE under section 251(c)(3) of the Act.

2. AT&T/BellSouth will not seek or give effect to any future grant of forbearance that diminishes or supersedes the merged entity's obligations or responsibilities under these merger commitments during the period in which those obligations are in effect.

Wireless

1. AT&T/BellSouth shall assign and/or transfer to an unaffiliated third party all of the 2.5 GHz spectrum (broadband radio service (BRS)/educational broadband service (EBS)) currently licensed to or leased by BellSouth within one year of the Merger Closing Date.
2. By July 21, 2010, AT&T/BellSouth agrees to: (1) offer service in the 2.3 GHz band to 25% of the population in the service area of AT&T/BellSouth's wireless communications services (WCS) licenses, for mobile or fixed point-to-multi-point services, or (2) construct at least five permanent links per one million people in the service area of AT&T/BellSouth's WCS licenses, for fixed point-to-point services. In the event AT&T/BellSouth fails to meet either of these service requirements, AT&T/BellSouth will forfeit the unconstructed portion of the individual WCS licenses for which it did not meet either of these service requirements as of July 21, 2010; provided, however, that in the event the Commission extends the July 21, 2010, buildout date for 2.3GHz service for the WCS industry at large ("Extended Date"), the July 21, 2010 buildout date specified herein shall be modified to conform to the Extended Date. The wireless commitments set forth above do not apply to any 2.3 GHz wireless spectrum held by AT&T/BellSouth in the state of Alaska.

Divestiture of Facilities

Within twelve months of the Merger Closing Date, AT&T/BellSouth will sell to an unaffiliated third party(ies) an indefeasible right of use ("IRU") to fiber strands within the existing "Lateral Connections," as that term is defined in the *SBC/AT&T Consent Decree*,¹⁷ to the buildings listed in Attachment B to this Appendix F ("BellSouth Divestiture Assets"). These divestitures will be effected in a manner consistent with the divestiture framework agreed to in the *SBC/AT&T Consent Decree*, provided that such divestitures will be subject to approval by the FCC, rather than the Department of Justice.

Tunney Act

AT&T is a party to a Consent Decree entered into following the merger of SBC and AT&T (the "Consent Decree"). The Consent Decree documents the terms under which AT&T agreed to divest special access facilities serving 383 buildings within the former SBC in-region ILEC territory (the "SBC Divestiture Assets"). In its Order approving the AT&T/SBC merger, the Commission also required the divestiture of these same facilities on the terms and conditions contained in the Consent Decree. The Consent Decree is currently under review pursuant to the Tunney Act in the U.S. District Court for the District of Columbia (the "Court") in *U.S. v. SBC Communications, Inc. and AT&T Corp.*, Civil Action No. 1:05CV02102 (EGS) (D.D.C.), where the Court is reviewing the adequacy of the remedy contained in the Consent Decree to address the competitive concerns described in the Complaint filed by the Department of Justice (DOJ).

If it is found in a final, non-appealable order, that the remedy in the Consent Decree is not adequate to address the concerns raised in the Complaint and AT&T and the DOJ agree to a modification of the Consent Decree (the "Modified Consent Decree"), then AT&T agrees that (1) AT&T/BellSouth will conform its divestiture of the BellSouth Divestiture Assets to the terms of the Modified Consent Decree; and (2) AT&T/BellSouth will negotiate in good faith with the Commission to determine

¹⁷ See *United States v. SBC Communications, Inc.*, Civil Action No. 1:05CV02102, Final Judgment (D.D.C. filed Oct. 27, 2005).

whether the conditions imposed on AT&T/BellSouth in the Commission order approving the merger of AT&T and BellSouth satisfies, with respect to the BellSouth territory, the concerns addressed in the Modified Consent Decree.

Certification

AT&T/BellSouth shall annually file a declaration by an officer of the corporation attesting that AT&T/BellSouth has substantially complied with the terms of these commitments in all material respects. The first declaration shall be filed 45 days following the one-year anniversary of the Merger Closing Date, and the second, third, and fourth declarations shall be filed one, two, and three years thereafter, respectively.