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November 14, 2003

Via Federal Express

Mr. Dale H. Roberts
Executive Secretary
MISSOURI PUBLIC SERVICE COMMISSION
200 Madison Street, Suite 100
Jefferson City, Missouri 65101

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NOV 17 2003

Missouri Public
Service Commission

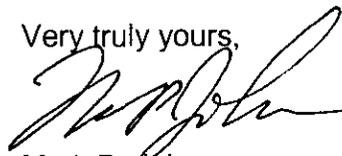
RE: Case No. TC-2002-1077

Dear Judge Roberts:

Please find enclosed for filing the original and eight copies of Exhibits 7-A through 7-C, which are late-filed exhibits in the above-referenced case. By agreement of the parties and order of Judge Thompson, these exhibits were to be late-filed after the close of the hearing on November 7. I have also enclosed an additional copy for each cover page of the exhibits which I would appreciate your returning to me marked "filed" in the enclosed return envelope.

Thank you for accepting these exhibits for late filing, and for bringing them to the Commission's attention.

Very truly yours,



Mark P. Johnson

MPJ/rgr

Enclosures

cc: Regulatory Law Judge Kevin Thompson (w/enclosures) (via Federal Express)
All Parties of Records (w/enclosures) (via Federal Express)

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED²

NOV 17 2003

Missouri Public
Service Commission

BPS Telephone Company, et al.,)
)
Petitioners,)
)
v.)
)
VoiceStream Wireless Corporation, et al.,)
)
Defendants.)

Case No. TC-2002-1077

Exhibit No. 7-A

Interconnection Agreement Between
Southwestern Bell Telephone Company
and

Aerial Communications, Inc.

(approved in Case No. TO-2001-489)

Leo J. Bub
Senior Counsel

Southwestern Bell Telephone
One Bell Center, Room 3518
St. Louis, Missouri 63101
Phone 314 235-2508
Fax 314 331-2193

 Southwestern Bell

May 26, 1998

The Honorable Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
301 West High Street, Floor 5A
Jefferson City, Missouri 65101

Re: Case No. TO-98-322

Dear Judge Roberts:

In accordance with the Commission's Order of April 29, 1998, enclosed is a bates-stamped copy of Southwestern Bell Telephone Company's Application For Approval Of Interconnection Agreement with Aerial Communications, Inc., Case No. TO-98-322.

Thank you for bringing this matter to the attention of the Commission.

Very truly yours,



Leo J. Bub

Enclosure

RECEIVED
MAY 28 1998
MISSOURI PUBLIC SERVICE COMMISSION

FILED

MAY 28 1998

MISSOURI
PUBLIC SERVICE COMMISSION

MISSOURI

**AGREEMENT FOR INTERCONNECTION
AND RECIPROCAL COMPENSATION**

by and between

AERIAL COMMUNICATIONS, INC.

and

SOUTHWESTERN BELL TELEPHONE COMPANY

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**AGREEMENT FOR INTERCONNECTION
AND RECIPROCAL COMPENSATION**

This Interconnection Agreement (this "Agreement") is made between Southwestern Bell Telephone Company, a Missouri corporation ("SWBT") and Aerial Communications, Inc., on behalf of its affiliate, ~~APT Houston, Inc.~~ ^{KANSAS CITY,} ("Aerial") (collectively, the "Parties"). This Agreement shall be effective as of the date specified in Section 17.2 (the "Effective Date").

RECITALS

Whereas, SWBT is a duly authorized common carrier engaged in providing telecommunications exchange and exchange access services in the State of Missouri and Aerial is duly authorized to providing commercial mobile radio services in the State of Missouri;

Whereas, the Parties have agreed to connect their facilities and interchange traffic pursuant to the Telecommunications Act of 1996, and other applicable state laws, as telecommunications carriers for the purpose of offering wireless to wireline or wireline to wireless communications service to their respective end users within each MTA in which they operate as provided herein;

NOW THEREFORE, in consideration of these premises and the mutual covenants and agreements hereinafter contained, SWBT and Aerial hereby covenant and agree as follows:

1. DEFINITIONS

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

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

"Affiliate" means, with respect to a Party, any corporation, partnership, limited liability company or other business entity (1) that owns an equity interest (whether or not controlling), directly or indirectly, in that party or (2) in which the Party owns, directly or indirectly, an equity interest (whether or not controlling).

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

"Call Recording" means the process of retaining detailed information about a call, such as date and time placed, originating and terminating NPA/NXX, and call duration. It does not mean recording or listening to the content of calls.

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

"Collocation" means an arrangement whereby one party's (the "Collocating Party") facilities are terminated in its equipment necessary for interconnection or for access to Network Elements which has been installed and maintained at the premises of a second party (the "Housing Party"). Collocation may be "physical" or "virtual". In "physical collocation", the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "virtual collocation", the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.

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

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

"Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched elements that carry the actual call.

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

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

"End Office" means a local SWBT switching point at which SWBT end user station loops are originated and terminated for purposes of interconnection to each other and to the network.

"End User" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement and includes the term

"Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

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

"FCC" means the Federal Communications Commission.

"Governmental Authority" means a local, state or federal court, commission, agency, legislative or regulatory body, or instrumentality.

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

"Interexchange Carriers" or "IXC" means a telecommunications service provider that provides the for-hire telecommunications service of connecting one exchange to another exchange.

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

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

"IntraLATA Toll Traffic" means all IntraLATA calls provided by a LEC other than traffic completed in the LEC's local exchange boundary.

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

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

"Local Traffic" means, for the purposes of compensation, telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA").

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

"Mobile Switching Center" or "MSC" means Aerial's facilities and related equipment used to route, transport and switch Wireless Calls to and from the public switched telephone network.

"Network Element" has the meaning given the term in the Act.

"NPA/NXX" means the Numbering Plan Area (three digit area code) and the three digit central office code of a seven digit telephone number.

"NPA/NXX Number Block" means the 10,000 telephone number block, or parts thereof, associated with an NPA/NXX in the North American Numbering Plan.

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

"Point of Interconnection" or "POI" means a physical location where SWBT and Aerial interconnect which establishes the technical interface and point(s) for operational division of responsibility.

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

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

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

"Synchronous Optical Network" or "SONET" means synchronous, electrical or optical channel connections between telecommunications carriers.

"Tandem" means the following:

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

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

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

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

"Third Party Provider" shall mean any other facilities-based telecommunications carrier, including, without limitation, interexchange carriers, independent telephone companies or competitive local exchange carriers providing services over their own facilities or purchasing unbundled network elements from the incumbent LEC or CMRS

providers. The term shall not mean resellers of a LEC's local exchange services or reseller of a CMRS provider's services.

"Transiting Traffic" means intermediate transport and switching of traffic between two parties, one of which is not a Party to this Agreement, carried by a Party that neither originates nor terminates that traffic on its network while acting as an intermediary.

"Transport" or "Common Transport" means the delivery of traffic over an interoffice shared transmission path which carries traffic for a variety of carriers.

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

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

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

"Wireless Calls" means all calls originating from or terminating to the Aerial network.

2. INTERCONNECTION

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

2.1 Interconnection Facilities

2.1.1 Type 1: Facilities which provide a trunk side connection (line side treatment) between Aerial's Mobile Switching Center ("MSC") and a SWBT end office. Type 1 facilities provide the capability to access all SWBT end offices within the LATA and Third Party Providers.

2.1.2 Type 2A: Facilities which provide a trunk side connection between Aerial's MSC and a SWBT Wireless Tandem. Type 2A facilities provide the capability to access all SWBT end offices within the LATA and Third Party Providers, excluding IXCs.

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- 2.1.3 Type 2B: Facilities which provide a trunk side connection between Aerial's MSC and a SWBT end office. Type 2B facilities provide the capability to access only subscribers served by that end office.
- 2.1.4 Type S: Facilities provisioned to provide out of band signaling between SWBT STPs and Aerial STPs.
- 2.1.5 Equal Access Facilities: One-way facilities which provide a trunk side connection between Aerial's MSC and a SWBT Access Tandem. Equal Access Trunks provide the capability to pass interexchange traffic to IXCs.
- 2.1.6 Miscellaneous Facilities: Facilities which provide for the transmission and routing of various types of traffic, such as, 800/888 traffic, 911/E911 traffic, Operator Services traffic and Directory Assistance traffic.
- 2.1.7 Aerial shall provide SWBT with an annual forecast of intended mobile to land usage for each point of interconnection. For land to mobile traffic, SWBT shall determine the number of trunks needed to handle the estimated traffic. Type 1 and Type 2A facilities may be either one-way, or two-way (when both Parties agree to share the facility); Type 2B facilities are restricted to one-way mobile to land. For either one-way or two-way facilities, terms and conditions will apply and recurring and nonrecurring charges will be paid by the Party requesting such facilities as specified in Section 7 of the applicable inter- or intrastate special access tariff. When both Parties agree to utilize a two-way facility, charges will be shared by the Parties on a proportional (percentage) basis as specified in Appendix PRICING. The Parties shall review actual billed minutes accrued on shared two-way facilities and modify, six months from the Effective Date and every six months thereafter, the percentages specified in Appendix PRICING.

2.2 Facility Locations

2.2.1 Technical Feasibility

- 2.2.1.1 As required by Section 251 of the Act, Aerial may interconnect with SWBT's network at any technically feasible point. The Parties acknowledge for purposes of this requirement that the locations listed in Appendix DCO constitute technically feasible points of interconnection for Aerial to pass traffic to SWBT for transport and termination by SWBT on its network or for transport to a Third Party Provider.

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2.2.1.2 If Aerial requires interconnection at a location not listed in Appendix DCO, then it shall submit a request pursuant to section 7.5.2.

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

2.2.2 Per LATA Requirement

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

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

2.3 **Interconnection Methods Available to Aerial**

As set forth below, interconnection may be established by means of any, or any combination of (where technically feasible), the following options:

2.3.1 Where requested, and subject to mutually agreed upon terms, a physical network interface may be established between Aerial and SWBT at one or more Tandem(s), as mutually agreed, using one-way or two-way Type 2A Connecting Facilities for termination of all Wireless Calls destined for any SWBT End Office that subtends one of SWBT's Tandems in the LATA; or

2.3.2 Aerial may request that SWBT establish a direct MSC to End Office Connecting Facility where community of interest and traffic volumes between their networks reach sufficient levels to warrant such a direct

connection. Aerial shall use generally accepted traffic engineering guidelines in determining that such one-way MSC to End Office high usage Trunk Groups between their networks are appropriate.

- 2.3.3 To the extent technically feasible, the Parties may interconnect their networks using Type S Interconnection for CCS ("SS7"). Aerial may establish CCS interconnections either directly or through a third party. SWBT will make available to Aerial access to SWBT's CCS network for the purpose of exchanging CCS call set up messages with SWBT.

2.4 Additional Interconnection Methods Available to Aerial

- 2.4.1 Aerial may provide its own facilities and transport for the delivery of traffic from its network to SWBT's network. Alternatively, Aerial may purchase an entrance facility and transport from a third party or from SWBT for the delivery of such traffic. Rates for entrance facilities and transport purchased from SWBT are specified in Section 7 of the applicable inter or intrastate special access tariffs.
- 2.4.2 Aerial may request virtual collocation from SWBT at the rates, terms and conditions specified in FCC No. 73, Section 25 and physical collocation as specified in applicable tariffs (or in the absence of applicable tariffs, on an individual case basis.). Alternatively, Aerial may collocate at a SWBT facility with a third party with whom SWBT has already contracted for collocation. When Aerial collocates at a SWBT facility, it shall provide for the transport of traffic from its network to the appropriate interconnection point on SWBT's network pursuant to section 2.4.1 above. SWBT shall provide collocation space to Aerial only for equipment used for the purposes of interconnecting to SWBT's network. If Aerial causes SWBT to build a collocation cage and then Aerial does not use the facility (or all the facility), Aerial shall reimburse SWBT as if Aerial was using the entire facility.
- 2.4.3 Aerial may request SONET Based Interconnection ("SBI") pursuant to SWBT's tariff terms and conditions in FCC No. 73, Section 30.
- 2.4.4 Aerial and SWBT may share SWBT interconnection facilities at the rates specified in Section 7 of the applicable inter- or intrastate special access tariff. Charges will be shared by the Parties based on a proportional (percentage) basis as specified in Appendix PRICING.
- 2.4.5 Mid-span Meets. A Mid-Span Meet POI is a negotiated point of connection, limited to the interconnection of facilities between one SWBT Tandem or End Office switch and an Aerial MSC. Mid-Span Meet POI shall be accomplished by the Parties through the negotiation of a separate agreement. The Parties agree to negotiate such agreement in good faith.

The actual physical point of connection and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. No recurring charges for facilities will be assessed by either Party.

2.5 Interconnection Methods Available to SWBT

- 2.5.1 Aerial locations listed in Appendix DCO constitute technically feasible points of interconnection. Aerial shall provide for SWBT to pass traffic to Aerial for transport and termination on Aerial's network.
- 2.5.2 If SWBT requires interconnection at a location not listed in Appendix DCO, then it shall submit a request pursuant to section 7.5.2.
- 2.5.3 SWBT may provide its own facilities and transport for the delivery of traffic from its network to Aerial's network. Alternatively, SWBT may purchase an entrance facility and transport from a third party or from Aerial for the delivery of such traffic. Rates for entrance facilities and transport purchased from Aerial are specified in Appendix PRICING.
- 2.5.4 SWBT may request virtual or physical collocation from Aerial at the rates, terms and conditions mutually agreed upon by the Parties. Alternatively, SWBT may collocate at an Aerial facility with a third party with whom Aerial has already contracted for collocation. When SWBT collocates at an Aerial facility, it shall provide for the transport of traffic from its network to the appropriate interconnection point on Aerial's network pursuant to section 2.5.3 above.
- 2.5.5 SWBT may request SONET Based Interconnection ("SBI") pursuant to terms and conditions mutually agreed upon by the Parties.
- 2.5.6 Aerial and SWBT may share Aerial interconnection facilities at the rates specified in Appendix PRICING. Charges will be shared by the Parties based on a proportional (percentage) basis as specified in Appendix PRICING.
- 2.5.7 As set forth below, interconnection may be established by means of any, or any combination of, the following options:
 - 2.5.7.1 Where requested, and subject to mutually agreed upon terms, a physical network interface may be established between SWBT and Aerial at one or more MSC(s), as mutually agreed, using one-way or two-way Type 2A Connecting Facilities for termination.

2.5.7.2 To the extent technically feasible, the Parties may interconnect their networks using Type S Interconnection for CCS ("SS7"). SWBT may establish CCS interconnections either directly or through a third party. Aerial will make available to SWBT access to Aerial's CCS network for the purpose of exchanging CCS message with Aerial.

2.5.8 Mid-span Meets. A Mid-Span Meet POI is a negotiated point of connection, limited to the interconnection of facilities between one SWBT Tandem or End Office switch and an Aerial MSC. Mid-Span Meet POI shall be accomplished by the Parties through the negotiation of a separate agreement. The Parties agree to negotiate such agreement in good faith. The actual physical point of connection and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. No recurring charges for facilities will be assessed by either Party.

2.6 **Unbundled Network Elements**

SWBT will offer Network Elements to Aerial on an unbundled basis on rates, terms and conditions that are just, reasonable, and nondiscriminatory in accordance with the Federal Act and applicable State regulations or orders for the provision by Aerial of a wireless telecommunications service.

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

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

3.1 **Basic Terms**

3.1.1 Mobile to Land Traffic

3.1.1.1 Aerial shall be responsible for the delivery of traffic from its network to SWBT's network for the transport and termination of such traffic by SWBT to a SWBT end user or for delivery by SWBT to a Third Party Provider.

3.1.1.2 Unless Aerial elects to provision its own facilities, SWBT shall provide the physical plant facilities that interconnect Aerial's network with SWBT's network. SWBT shall provision mobile to land connecting facilities for Aerial under the terms and

conditions specified in Section 7 of the applicable inter- or intrastate access tariff.

3.1.2 Land to Mobile Traffic

3.1.2.1 SWBT shall be responsible for the delivery of traffic from its network to the appropriate point of interconnection (within the serving wire center boundary of the end office in which the tandem, providing the Type 2A interconnection is located, or within the serving wire center boundary of the end office providing the Type 1 interconnection) on its network for the transport and termination of such traffic by Aerial to an Aerial end user.

3.1.2.2 Unless SWBT elects to have Aerial or a third party provision facilities, SWBT shall provide the physical plant facilities that interconnect SWBT's point of interconnection with Aerial's point of interconnection. SWBT shall be responsible for the physical plant facilities to the appropriate point of interconnection (within the serving wire center boundary of the end office in which the tandem, providing the Type 2A interconnection is located, or within the serving wire center boundary of the end office providing the Type 1 interconnection) on its network.

3.1.3 Traffic To Third Party Providers

Aerial and SWBT shall compensate each other for traffic that transits their respective systems to any Third Party Provider, as specified in Appendix PRICING. The Parties agree to enter into their own agreements with Third Party Providers. SWBT agrees that it will not block traffic involving Third Party Providers with whom Aerial has not reached agreement. In the event that Aerial does send traffic through SWBT's network to a Third Party Provider with whom Aerial does not have a traffic interchange agreement, then Aerial agrees to indemnify SWBT for such traffic pursuant to Section 18 of this Contract.

3.1.4 Transiting Traffic Factor

The Parties have agreed upon the land to mobile transiting traffic factor specified in Appendix PRICING paragraph 2.3, which represents the percentage of land to mobile minutes which will be considered as transiting minutes. The Parties have agreed to use the factor developed as a reasonable representation of the land to mobile traffic which is originated by a Third Party Provider and transits SWBT's network. This factor will be used to reduce the total minutes delivered to Aerial from SWBT, before

the application of the interMTA factor outlined in section 14.2, to determine the minutes subject to reciprocal compensation. SWBT agrees to review the factor upon Aerial request, but no more often than once every twelve (12) months after the effective date of this Agreement. SWBT will make the results of the factor development available to Aerial to ensure the Parties are using an accurate transiting traffic factor.

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

- 4.1 Aerial may order Equal Access Facilities for the exchange of traffic between Aerial's network and SWBT's network for switched access to IXCs, thus enabling Aerial end users to access IXCs.
- 4.2 Aerial shall provide SWBT the appropriate call data to allow SWBT to bill IXCs for Originating Access as mutually agreed to by the Parties under a separate agreement.

5. TRANSMISSION AND ROUTING OF OTHER TYPES OF TRAFFIC

This section 5 provides the terms for the exchange of 800/888 traffic, 911/E911 traffic, Directory Assistance traffic and Operator Services traffic from an end user on Aerial's network to SWBT's network. Miscellaneous (common) Facilities may be utilized for the routing of these types of traffic.

5.1 800/888 Traffic

Aerial may order from SWBT Miscellaneous Facilities in order to deliver 800/888 traffic from an Aerial end user to SWBT's network. Such Miscellaneous Facilities shall be used for the transmission and routing of 800/888 traffic to allow Aerial's end users to send calls to SWBT for completion to IXCs, LECs other than SWBT, or SWBT.

5.2 E911/911 Traffic

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

Carrier may provide its own facilities or purchase facilities from another carrier to connect it's network with SWBT's 911 Wireless Tandem. Alternatively, Carrier may purchase Type 2C facilities from SWBT at rates found in Section 7 of SWBT's Intrastate Access Tariff. Type 2C facilities are one way terminating facilities which provide a trunk-side connection between Carrier's MSC and SWBT's 911 Wireless Tandem. Type 2C facilities provide the capability to access SWBT's 911 Tandems.

5.3 Directory Assistance

Aerial may order from SWBT Miscellaneous Facilities in order to deliver Directory Assistance traffic from an Aerial end user to SWBT's network. Such Miscellaneous Facilities shall be used for the transmission and routing of DA traffic.

5.4 DA Call Completion

Aerial may order dedicated facilities from Aerial's MSC to SWBT's TOPS tandem for the transmission and routing of DACC traffic.

5.5 Operator Services

Aerial may order from SWBT Miscellaneous Facilities in order to deliver Operator Services traffic from an Aerial end user to SWBT's network. Such Miscellaneous Facilities shall be used for the transmission and routing of Operator Services traffic.

6. TECHNICAL REQUIREMENTS AND STANDARDS

- 6.1 Each interconnection facility provided by one Party to the other Party will meet applicable regulatory performance standards and be at least equal in quality and performance as that which either carrier provides to itself or another telecommunications carrier. A providing Party will provide the ordering Party with the providing Party's Technical Publications or other written descriptions of its interconnection facilities as updated from time to time by the providing Party at its sole discretion to the extent consistent with the Act and subject to this section 6. Such publications will be shared between SWBT and Aerial with the opportunity to comment by the ordering Party.
- 6.2 The providing Party will provide its Technical Publications or other written description for each type of interconnection facility offered under this Agreement. The Technical Publication or other description for a type of facility will describe the features, functions and capabilities and a description of scheduled maintenance activity typically provided for the facility as of the time the document is provided to the ordering Party. The providing Party will provide additional information regarding a type of facility to the extent reasonably requested by the ordering Party.
- 6.3 Nothing in this Agreement will limit either Party's ability to modify its network through the incorporation of new equipment, software, or otherwise. Each Party will provide the other Party written notice of any such modifications in its network which will materially impact the other Party's service.

- 6.4 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.
- 6.5 Either Party's use of any facilities from the other Party or of its own equipment or that of a third party in conjunction with any of the other Party's facilities shall not materially interfere with or impair service over any facilities of the other Party, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any telecommunications carrier over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, a Party may discontinue or refuse service if the other Party violates this provision, provided that such termination of service will be limited to the interfering Party's use of a facility, where appropriate.

7. PROVISIONING

7.1 General Provisioning Requirements

- Each Party shall provide provisioning services to the other as they do for other telecommunications carriers. SWBT represents that as of the Effective Date of this Agreement, its customer carrier service contact lines are available from 8:30 a.m. to 4:30 p.m. Monday through Friday for placing of orders (excluding legal holidays, subject to Section 19). Aerial represents that as of the Effective Date of this Agreement customer carrier service contact lines are available from 8:30 a.m. to 4:30 p.m. If the Parties for whatever reason change these hours, they shall provide the other Party reasonable notice of such change and agree to consider any requests the other may have for special hours of service.
- 7.2 Each Party shall provide a single point of contact (the "Provisioning SPOC") for all ordering and provisioning contact and order flow involved in the purchase and provisioning of the Party's services.
- 7.3 SWBT and Aerial acknowledge that the Order and Billing Forum is establishing uniform industry standards for Electronic Interfaces. Until such time as such standards have been developed by the Forum and agreed upon and implemented by SWBT and Aerial, the Parties shall cooperate with each other to establish mutually agreeable ordering and provisioning procedures for access to each other's systems and databases, including appropriate protections for CPNI.
- 7.4 Upon execution of this Agreement, the Parties shall establish and maintain a mutually agreeable escalation process through which service ordering and provisioning disputes can be escalated.

7.5 Specific Provisioning Process Requirements.

- 7.5.1 The Parties agree to provide written confirmation (an "Order Confirmation") within a time interval mutually agreed to by both Parties. The Order Confirmation must contain information regarding critical dates, circuit identification, trunk quantities and order number associated with the request.
- 7.5.2 All requests for (i) services not specifically enumerated in this Agreement, (ii) services covered by this Agreement for which facilities do not exist, or (iii) facilities, equipment or technologies not, in the providing Party's sole discretion, necessary to fulfill a request under this Agreement, shall be handled as Special Requests ordered without reference to SWBT tariffs and negotiated by the Parties. The providing Party will provide the ordering Party with a good faith estimate of the costs of each component of such Special Request. Final charges and liabilities will be settled prior to installation of the services requested and will be handled under a separate contract. An ordering Party may cancel a Special Request at any time, but will pay the providing Party's reasonable and demonstrable costs of processing and for implementing the Special Request up to the date of cancellation.
- 7.5.3 A providing Party will perform pre-testing as per industry standards and will provide to the ordering Party verbally, all test and turn-up results regarding the Connecting Facilities and Network Elements ordered.
- 7.5.4 As soon as reasonably practicable, a providing Party shall attempt notification of any instances when the ordering Party's Due Dates are in jeopardy of not being met on any order for Connecting Facilities and Network Elements. The Parties shall negotiate a new committed Due Date for the order.
- 7.5.5 By the end of the order due date, the Parties will perform cooperative testing with each other (including trouble shooting to isolate any problems) to test Connecting Facilities and Network Elements purchased in order to identify any performance problems.
- 7.5.6 When ordering unbundled Network Elements, Aerial may not specify a combination of elements on one order without specifically detailing the elements in the order.
- 7.6 Due Dates for the installation or conversion of Connecting Facilities and Network Elements covered by this Agreement shall be based on the providing Party's standard intervals, or mutual agreement of the Parties in accordance with the availability of local interconnection facilities and equipment.

8. TROUBLE REPORTING AND MAINTENANCE

8.1 Trouble Reporting

8.1.1 In order to facilitate trouble reporting and to coordinate the repair of Connecting Facilities, Network Elements, or other interconnection arrangements provided by the Parties under this Agreement, the Parties have established a single point of contact for the state in which this Agreement applies (the "SWBT Interexchange Carrier Center" or "IECC" and the "Carrier Network Operations Center" or "NOC"). The IECC and NOC will be staffed twenty-four hours per day, seven days per week. The Parties shall call the appropriate center to report trouble, to inquire as to the status of trouble tickets in process and to escalate trouble resolution. The Parties may also report troubles by using such automated trouble reporting systems as such systems become available and as mutually agreed upon by the Parties.

8.1.2 A Party may advise the providing Party of the critical nature of inoperative facilities or arrangements and the need for expedited clearance of the trouble. In such cases where a party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best reasonable commercial efforts to expedite the clearance of trouble.

8.1.3 In order to escalate resolution of troubles in the facilities, services and arrangements installed under this Agreement, the Parties shall follow the escalation procedures established in section 7.4.

8.2 Maintenance Procedures

8.2.1 The Parties shall provide each other with the same scheduled and non-scheduled maintenance for all Connecting Facilities and Network Elements provided under this Agreement that it currently provides for the maintenance of its own network. Where practicable, the Parties shall provide each other at least sixty (60) days' advance notice of any scheduled maintenance activity which may impact each other's end users.

8.2.2 The Parties agree to jointly develop a detailed description of, and implementation actions for, emergency restoration plans and disaster recovery plans, which shall be in place during the term of this Agreement.

8.2.3 The Parties agree to make a good faith effort to notify each other periodically regarding current status until such time as trouble has been cleared.

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8.2.4 Maintenance Quality Standards

Maintenance quality standards shall be subject to review at least semi-annually and subject to modification upon mutual consent of the Parties.

8.2.5 The Parties agree to provide each other a monthly outage report (format to be mutually agreed upon) on reliability of interconnection facilities.

8.2.6 Each Party may request that the other Party provide a written report of the details behind major service outages.

9. CREDIT FOR INTERRUPTION OF SERVICE

9.1 In the event a Party's service is interrupted other than by the gross negligence or willful act of the providing Party, and remains out of order for eight normal working hours or longer after the providing Party has had access to the interrupted Party's premises, appropriate adjustment or refunds shall be made. The amount of adjustments or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund shall be the pro rata part of that month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for service. When a service includes more than one communications path, the interruption allowance applies to the paths interrupted. For calculating credit allowances, every month is considered to have 30 days.

9.1.1 The amount of credit to a Party shall be an amount equal to a proration of charges specified in Section 7 of the inter- or intrastate special access tariff for the period during which the facility affected by the interruption is out of service.

9.1.2 A credit shall not be applicable for any period during which the affected Party fails to afford access to the facilities furnished by the other Party for the purpose of investigating and clearing troubles.

9.2 A Party's liability, if any, for its gross negligence or willful misconduct is not limited by this contract. With respect to any other claim or suit for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission, occurring in the course of furnishing service hereunder, a Party's liability, if any shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of service for which such mistake, omission, interruption, delay or error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amount otherwise due to the Party under this contract as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays or errors, or defects in transmission or

service which are caused or contributed to by the negligence or willful act of the affected Party or which arises from the use of affected Party-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the other Party.

- 9.3 When the lines of third party network providers and carriers are used in establishing connections not reached by a Party's lines, such Party is not liable for any act or omission of the other network provider or carrier.
- 9.4 Notwithstanding the above, in the event service is provided over facilities provisioned under separate contract, the terms and conditions of that separate contract will govern.

10. BILLING PROVISIONS

10.1 Recording, Rating and Billing of Interchanged Traffic

- 10.1.1 Measurement. Measurement of minutes of use over Connecting Facilities under this Agreement shall be in actual Conversation Time seconds. The total Conversation Time seconds over each individual facility will be totaled for the monthly billing cycle and then rounded up to the next whole minute.
- 10.1.2 Billing and Call Recording. Each Party will record its terminating minutes of use including identification of the originating and terminating NXX for all intercompany calls. SWBT and Aerial shall each perform the necessary Call Recording and rating for its respective portions of an interchanged call. Each Party shall be responsible for billing and collection from their respective end users. Each Party shall use procedures that record and measure actual usage for purposes of providing invoices to the other Party pursuant to this Agreement. When recording and measurement by a Party of actual usage is not reasonably feasible, the Parties agree to mutually develop billing alternatives in lieu of actual usage recordings.
- 10.1.3 Invoices for Charges. Not later than thirty (30) days following the end of each monthly billing cycle, the Parties shall deliver to each other an invoice reflecting the charges due from the other Party for facilities and usage attributable to the month covered by such billing cycle. Facilities charges will be billed in advance for the following period. Usage charges will be billed in arrears for the preceding period. All invoices shall be due and payable within thirty (30) days following the invoice date, or the next bill date, whichever comes first.

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10.1.4 Late Charges.

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

The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or 0.000590 per day, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

10.1.5 Invoice Disputes. Either Party may request the other Party to verify the accuracy of amounts shown on invoices provided pursuant to this Agreement. The Party receiving the request shall provide information reasonably sufficient to verify its invoices within thirty (30) days after the request date. If the requesting Party still questions an amount shown on an invoice, then such Party may give written notice of commencement of the dispute resolution process in accordance with the terms of this Agreement.

10.1.6 Lost or Destroyed Usage Data: In the event that either Party's data is lost, damaged or destroyed and cannot be recovered, and this results in its inability to determine actual usage, the Parties shall agree upon an estimate of the amount of revenue lost based on the Party's average monthly usage in the preceding three (3) months in which data is available and shall use the agreed data for settlement of compensation among themselves.

11. VERIFICATION REVIEWS

11.1 Each Party will be responsible for the accuracy and quality of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct a review and verification of the other Party to give assurances of compliance with the provisions of this Agreement. This includes on-site verification reviews at the other Party's or the Party's vendor locations.

11.2 Verification reviews may be conducted on a semi-annual basis. The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party, whether or not in connection with an on-site verification review, shall maintain

reasonable records for a minimum of six (6) months and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

- 11.3 The Parties' right to access information for verification review purposes is limited to data not in excess of six (6) months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews; provided however that any items not reconciled at the end of a review will be subject to a follow-up review effort; provided further that any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either Party involved with a verification review shall be subject to the confidentiality provisions of this Agreement.
- 11.4 The Party requesting a verification review shall fully bear its costs associated with conducting a review. The Party being reviewed will provide access to required information, as outlined in this section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, at its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of the reviewing Party.

12. NUMBERING ISSUES

12.1 Access to Numbering Resources

Aerial shall have access to numbering resources in the same fashion and cost as they are provided to other Telecommunications Carriers, according to Central Office Code (NXX) Assignment Guidelines. Aerial may either pay SWBT the sum of \$350 per NXX in exchange for SWBT's input of required data necessary to update the Local Exchange Routing Guide ("LERG") on Aerial's behalf, or Aerial may perform its own LERG updates at its own cost. SWBT shall not be liable for any losses or damages arising out of errors, defects, or failures associated with the input of Aerial's data into the LERG other than direct damages; provided, however, that Aerial's direct damages shall not exceed the amount of the charges paid to SWBT by Aerial for LERG input under this Agreement. Only to the extent that Aerial provides incorrect information to SWBT, Aerial agrees to defend, indemnify and hold harmless SWBT from any and all losses, damages, or other liabilities, including attorneys' fees, that it may incur as a result of claims, demands, or other suits brought by any party that may arise out of the data submitted and/or the input of that data into the LERG by SWBT. Aerial shall defend against all end user claims just as if Aerial had performed its own input into the LERG.

- 12.2 Aerial and SWBT shall apply the same NPA/NXX Code relinquishment and conservation guidelines to the other Party according to Central Office Code (NXX) Guidelines.

12.3 Local Dialing Parity and IntraLATA Toll Dialing Parity

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

13. ACCESS TO RIGHTS OF WAY

SWBT will provide Aerial nondiscriminatory access to poles, ducts, conduits, and rights-of-way on rates, terms, and conditions that are consistent with the Federal Telecommunications Act, and the Pole Attachment Act, 47 U.S.C. Section 224. SWBT has prepared a Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way so as to comply with the Pole Attachment Act and applicable rules, regulations and commission orders, including prior rulings of the Missouri Commission in interconnection arbitration proceedings. Aerial may execute the Master Agreement as a stand alone agreement or as an integral part of this interconnection Agreement. SWBT will continue to negotiate specific contract language with Aerial if Aerial elects to execute the Master Agreement on an interim basis only.

14. CHARGES FOR THE INTERCHANGE OF TRAFFIC

For purposes of this section, the determination of the location of the origination and termination points of a call shall be made by referencing the V and H Coordinates of the originating/terminating SWBT NPA/NXX (End Office) and the V and H Coordinates of the geographic location of Aerial's originating or terminating Cell Site.

14.1 Compensation for Local Traffic

The Parties shall provide each other symmetrical, Reciprocal Compensation for the transport and termination of Local Traffic (i.e., telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the MTA) at the rates specified in Appendix PRICING. SWBT shall compensate Aerial for the transport and termination of Local Traffic originating on SWBT's network; Aerial shall compensate SWBT for the transport and termination of Local Traffic originating on Aerial's network.

14.1.1 Exclusions: Compensation for Local Traffic as described above shall not apply to any other traffic or services, including without limitation interMTA traffic; Transiting Traffic; traffic which neither originates nor terminates on Aerial's network; Area Wide Calling Plan traffic; and Paging Traffic.

14.2 InterMTA Traffic

For the interchange of interMTA traffic (i.e., for traffic that originates in one MTA and terminates in another), rates shall apply as follows:

14.2.1 For mobile to land interMTA traffic, Aerial shall pay SWBT the interMTA rates specified in Appendix Pricing. The Parties agree that any rate changes associated with interstate switched access services will flow through to the interMTA rates specified in Appendix Pricing.

14.2.2 When land to mobile interMTA traffic is less than 3% of the total land to mobile traffic, no compensation shall be due to either Party by the other. When land to mobile interMTA traffic exceeds 3%, Aerial agrees to compensate SWBT at the interMTA rates specified in Appendix Pricing for the actual percentage of traffic (including the initial 3%). The Parties agree that any rate changes associated with interstate switched access services will flow through to the interMTA rates specified in Appendix Pricing. Aerial makes this agreement without waiving argument in the future as to appropriate treatment of land to mobile interMTA traffic.

14.2.3 InterMTA Factor

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

14.2.3.1 Examples

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

14.2.3.1.1 When a SWBT end user calls an Aerial end user (a land to mobile call), SWBT delivers the call to Aerial, and Aerial transports the call across MTA boundaries (directly, or through an IXC where SWBT is not receiving access charges from the IXC), access charges shall apply to Aerial only if the total land to mobile interMTA traffic exceeds 3% in accordance

with Section 14.2.2. ("Originating Interstate Switched Access")

- 14.2.3.1.2 When an Aerial end user calls a SWBT end user (a mobile to land call), the call crosses MTA boundaries, and Aerial transports the call across MTA boundaries, access charges shall apply to Aerial ("Terminating Interstate Switched Access").

14.2.4 Limitation

If traffic is handed from SWBT directly to an IXC, or from an IXC directly to SWBT, access charges shall not apply to Aerial.

14.3 True Up

14.3.1 Local termination and transit rates

True up shall be based on the permanent rates for tandem switching, transport and end office switching to be determined by the Missouri PSC in the arbitration captioned: *Petition of AT&T Communications of the Southwest Inc.'s Petition for Arbitration to Establish an Interconnection Agreement With Southwestern Bell Telephone Company*, Case No. TO-97-40, et. al., and any ancillary proceedings that may arise from that proceeding. These rates shall be used to calculate rates to be charged for local terminations and transit under this Agreement for Type 1, Type 2A, and Type 2B according to the formula in the Appendix PRICING.

- 14.3.2 Subject to this paragraph, the change in rate shall take effect when the order adopted by the Commission setting the permanent rate elements in TO-97-40 becomes final and appealable. Further, the new rate shall be applied retroactively to the traffic exchanged between the Parties from and after the date this Agreement is signed by the Parties. The retroactive application of the rate shall be accomplished in one lump sum payment due 60 days after the order becomes final. The only circumstance under which true-up will be postponed is if SWBT appeals the Commission's order setting rate elements, and obtains an injunction or a stay. In such event, the true-up will occur at the culmination of any appeal on which the injunctive relief is premised. In that event, the ultimate result of the appeal shall be incorporated into the local termination and transit rates applicable under this Agreement, both prospectively and retroactively back to the effective date of this Agreement. If injunctive relief is neither sought nor obtained by SWBT, the true-up shall occur irrespective of the status or outcome of any appeals of the order.

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14.3.3 **Other changes.** In addition to any injunctive relief associated with an appeal of the Commission proceeding setting rates for AT&T and others, the Parties recognize that the law applicable to the local termination and transit rates established by this Agreement may change in the future due to changes in legislation or agency proceedings or rules. To the extent the Parties can agree that those changes are applicable to the rates established by this Agreement, the effect of the changes may be incorporated into the rates either prospectively, or retrospectively and prospectively, as the applicable change shall require.

14.4 **Other Services.** The charges for the following Other Services provided by SWBT to Aerial are set forth below.

14.4.1 **911 and Enhanced 911:** SWBT shall make its network available to Aerial for the termination of 911 calls at the same rate as for other telecommunications carriers. Enhanced 911 services, once required of Aerial, will be negotiated at that time and the terms and conditions for such services shall be described in a separate agreement to be mutually agreed upon between the Parties.

14.4.2 **Intrastate Directory Assistance:** Intrastate directory assistance shall be provided to Aerial at the rates specified in Appendix PRICING.

14.4.3 **Call Completion:** At Aerial's request, in connection with the provision of directory assistance service, SWBT will provide caller optional directory assistance call completion service at the rates specified in Appendix PRICING. Local interconnection rates apply for the duration of automatically completed calls.

14.4.4 **Billed Number Screening:** Billed Number Screening shall be available to prevent billing of inward calls to Aerial on a received-collect or third-number basis. There are no charges associated with this service.

14.4.5 **Operator-Assisted Calls:** SWBT shall make its network available to Aerial for operator-assisted calls, including "0+" and "0-" calls. SWBT shall collect whatever information is required to complete and provide billing data for such operator assisted calls.

14.4.6 **Signaling:** SWBT will provide at Aerial's request, Signaling System 7 ("SS7") in order to allow out of band signaling in conjunction with the exchange of traffic between the Parties' respective networks. Upon Aerial's request SWBT will provide, when available, SS7 Signaling in conjunction with Type 1 land to mobile traffic, with Type 2A and with Type 2B interconnecting facilities. When SWBT provides SS7 services directly to Aerial, SWBT shall provide such services at the rate specified in Appendix PRICING. This rate is for the use of SWBT's STP in the

provisioning of mobile to land traffic. Charges for STP Access Links and Port Terminations used to connect Aerial's STP and SWBT's STP shall be shared by the Parties based on the proportional (percentage) basis as specified in Appendix PRICING and at rates specified in Section 23 of FCC Tariff No. 73.

14.4.7 Area Wide Calling Plan

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

- 14.4.7.1 Subscribing to the AWCP, Aerial agrees to incur a per minute of use charge for all land to mobile calls, which terminate outside of the local calling scope of the SWBT local exchange, as defined by the Intrastate Local Exchange Tariff, serving the SWBT end user who originated the call.
- 14.4.7.2 The charges for this service are as specified in Appendix PRICING. Mileage charges shall be calculated or measured using the V&H coordinates method. Mileage will be determined by calculating the airline distance from the calling party's end office to the Aerial point of interconnection.
- 14.4.7.3 AWCP will be provisioned using a SWBT provided dedicated one-way land to mobile Type 2A Connecting Facility established solely for the completion of AWCP calls, at no charge to Aerial.
- 14.4.7.4 No AWCP usage charges will apply for calls which originate and terminate within the local calling scope of the SWBT local exchange, as defined by the Intrastate Local Exchange Tariff, serving the SWBT end user who originated the call. The V&H coordinates associated with the AWCP NXX and the SWBT end office which serves the end user who originated the call will be used in determining the applicability of AWCP per minute of use charges.
- 14.4.7.5 Aerial agrees not to charge SWBT for transport and termination of any call associated with an AWCP, when the call is terminated outside of the local calling scope of the SWBT local exchange serving the SWBT end user who originated the call.

15. PAYMENT AND COLLECTION OF TAXES

This Section 15 applies only to taxes or other governmental assessments which may become due with respect to resold services or with respect to the provision of Unbundled Network Elements pursuant to Section 2.6. The payment and collection of taxes and other governmental assessments on services and facilities other than those on the provision of Unbundled Network Elements or on services provided for resale shall be governed by applicable law.

- 15.1 With respect to purchases of services or facilities for resale or with respect to purchase of Unbundled Network Elements pursuant to Section 2.6 of this Agreement, if any Federal, State or Local government tax, fee, surcharge, or other tax-like charge (a "Tax") is required or permitted by the applicable law or ordinance to be collected from a purchasing Party by the providing Party, then (subject to the purchasing Party's rights under Section 15.4 and 15.5), (i) the providing Party will bill the purchasing party for such Tax, as a separately stated item, (ii) the purchasing Party will timely remit the amount billed to the providing Party, and (iii) the providing Party will remit the collected Tax to the applicable taxing authority.
- 15.2 If the applicable law excludes or exempts a purchase of services under this Agreement from a Tax, and if the applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, subject to this Section 15, if the purchasing Party complies with the exemption procedure, the providing Party will not collect the Tax during the effective period of the exemption.
- 15.3 If the applicable law excludes or excepts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect the Tax if the purchasing Party furnishes the providing Party with a letter signed by an officer of the purchasing Party claiming an exemption and identifying the applicable law which allows the exemption.
- 15.4 If the providing Party does not collect a Tax because the purchasing Party asserts that it is not responsible for the tax, or is otherwise excepted from the obligation to pay the Tax, and the purchasing Party is later determined to be wrong in that assertion by a court or other governmental body with jurisdiction of the subject matter, then, as between the providing Party and the purchasing Party, the purchasing Party will be liable for the uncollected Tax and any interest or penalty due or assessed on the uncollected Tax by the applicable taxing authority or governmental entity.
- 15.5 With respect to any Tax or Tax controversy covered by this Section 15, the purchasing Party will be entitled to contest, pursuant to applicable law, and at its own expense any Tax that it is alleged to be obligated to pay. Without limiting the generality of the foregoing, the purchasing Party particularly reserves the right to

assert any right it may deem itself to have under the Act, Section 252(c), or to contest the proposition that the allocation of the proposed Tax burden by the providing party to the purchasing Party is unlawful. The purchasing Party will be entitled to the benefit of any refund or recovery resulting from a contest of the Tax. The providing Party will cooperate in any such contest. 15.6 If either Party is audited by a taxing authority or other governmental entity the other Party agrees to cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner.

16. MOST FAVORED NATIONS CLAUSE; CONTRACTUAL CHANGES, MODIFICATIONS AND AMENDMENTS

16.1 Section 252(i) Obligations

SWBT shall make available any agreement for interconnection, services, or network elements between SWBT and a wireless carrier in the State of Missouri (which agreement is either negotiated or arbitrated pursuant to the FTA) (a "Third Party Agreement"). Aerial shall have the option to avail itself of the rates, terms and conditions of the Third Party Agreement in its entirety without picking and choosing less than all of the provisions of the agreement. SWBT shall amend this Agreement to allow Aerial to avail itself of the differing rates, terms or conditions in accordance with the effective rules of the FCC. If Aerial desires to avail itself of a Third Party Agreement, it shall provide SWBT written notice of such desire, and the Parties shall be deemed to have adopted the Third Party Agreement, in place of this Agreement, thirty (30) days following SWBT's receipt of Aerial's notice.

17. TERM, TERMINATION AND EFFECTIVE DATE

17.1 Term: This Agreement shall be in effect for two (2) years from the Effective Date hereof, and shall be automatically renewed for successive six-month terms unless either Party notifies the other in writing, at its sole discretion, of its intention to terminate this Agreement at least sixty (60) days prior to the end of the initial term or any successive terms or this Agreement is otherwise terminated in accordance with the terms hereof. If the Parties cannot agree on substitute terms and conditions within the sixty (60) day period, either Party may initiate negotiations and ultimately, arbitration pursuant to the timelines and other requirements of the Act. In the event that such notice to terminate is given, the terms of this Agreement shall govern while Parties attempt to negotiate substitute terms and conditions (including during any arbitration proceeding). Notwithstanding the foregoing, this Agreement may be terminated at any time by the mutual written consent of Aerial and SWBT. If for whatever reason this Agreement is terminated, the Parties shall maintain interconnections.

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17.2 Effective Date

The Parties shall effectuate all the terms of this Agreement within 30 days upon final approval of this Agreement by the relevant state Commission when it has determined that this Agreement is in compliance with Section 252 of the Act; provided, however, the Parties agree to make arrangements to pay one another for the period from the date of signing of this Agreement to the date on which both parties can implement changes in their respective billing system, not to exceed sixty days, and going forward consistent with this Agreement.

- 17.3 Termination Due to Breach: Either Party may terminate this Agreement upon thirty (30) days written notice of a breach of this Agreement by the other Party to this Agreement, which breach remains uncured for such thirty (30) day period after written notice of the breach by the non-breaching Party to the breaching Party.

18. LIABILITY AND INDEMNITY

- 18.1 Neither Party assumes any liability for any act or omission of the other in the furnishing of its service to its subscribers solely by virtue of entering into this Agreement.
- 18.2 To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs (including, but not limited to reasonable attorneys fees and costs at trial and on appeal, if any), claims, injury, or liability relating to any third-party claim arising out of any act or omission of the indemnifying Party, or its employees, officers, agents, servants, or contractors in connection with the indemnifying party's performance under this Agreement, breach of any applicable law, rule or regulation, for actual or alleged infringement of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right, now known or later developed, or for failure to perform under this Agreement, regardless of the form or action ("Claims"). The indemnifying Party under this section shall defend any legal proceeding brought against the other Party, either individually or jointly with the indemnified Party, arising out of or relating to any such Claim.
- 18.3 The indemnified Party shall notify the other Party promptly, in writing, of any Claims, legal proceedings, or demands for which the other Party is responsible under this section and shall cooperate in every reasonable way to facilitate the defense or settlement of such Claims. The indemnifying Party shall not be liable under this section for settlement by the indemnified Party of any Claim, legal proceeding, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the Claim, legal proceeding, or demand tendered to it in writing, and has failed to assume such defense within thirty (30) days after defense is tendered to it by the indemnified

Party. In the event of such a failure to assume the defense, the indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the indemnifying Party, though such settlement may have been made by the indemnified Party without approval of the indemnifying Party, it being the Parties' intent that no settlement involving a nonmonetary concession by the indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the indemnifying Party.

- 18.4 To the extent described below, each Party also agrees to indemnify and save the other Party harmless from Claims, legal proceedings or demands that may be made by persons furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes. The indemnified Party agrees to notify the indemnifying Party promptly, in writing, of any Claims, demands or legal proceedings for which it is claimed that the indemnifying Party is responsible and to cooperate in every reasonable way to facilitate defense or settlement of Claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof, provided that there is no liability by the indemnified Party.

18.5 OSHA Requirements

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

18.6 NO CONSEQUENTIAL DAMAGES

NEITHER SWBT NOR CARRIER SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT SWBT'S OR CARRIER'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL

MISCONDUCT (INCLUDING GROSS NEGLIGENCE); OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY SWBT OR CARRIER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED HEREIN.

18.7 Each Party agrees to reimburse the other for damage to premises or equipment resulting from the installation, maintenance or removal of facilities, services or arrangements if caused by other than normal wear and tear and if caused by negligence or willful misconduct of the indemnifying Party.

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

18.9 Limitation of Liability

With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of that particular service during which such mistake, omission, defect in transmission, interruption, failures, delay or error occurs and continues. No such limitation of liability shall apply, however, if the cause of the claim is due to the gross negligence or willful misconduct of the Party furnishing the service.

18.10 Aerial understands that it is responsible for obtaining any license or right-to-use agreement associated with a network element purchase from SWBT, and further agrees to provide SWBT, prior to using any such network elements, with either: (1) a copy of the applicable license or right-to-use agreement (or letter from the licensor attesting as such); or (2) an affidavit signed by Aerial attesting to the acquisition of any known and necessary licensing and right-to-use agreements. SWBT agrees to provide a list of all known and necessary licenses or right-to-use agreements applicable to the subject network element(s) within seven days of a request for such a list by Aerial. SWBT agrees to use its best efforts to facilitate the obtaining of any necessary license or right-to-use agreement. In the event such an agreement is not forthcoming for a network element ordered by Aerial, the parties commit to negotiate in good faith for the provision of alternative elements or services which shall be equivalent to the elements for which Aerial is unable to obtain such license or agreement.

Both Aerial and SWBT agree to defend at the other's request, to indemnify and hold each other harmless, together with each of its officers, directors, employees,

and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or applicable to the subject network element(s) within seven days of a request for such a list by Aerial. SWBT agrees to use its best efforts to facilitate the obtaining of any necessary license or right-to-use agreement. In the event such an agreement is not forthcoming for a network element ordered by Aerial, the parties commit to negotiate in good faith for the provision of alternative elements or services which shall be equivalent to the element for which Aerial is unable to obtain such license or agreement.

19. EXCUSABLE DELAYS (FORCE MAJEURE CONDITIONS)

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

20. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- 20.1 For the purposes of this Agreement, confidential information ("Confidential Information") means all information of a Party (the "Discloser") or another party whose information the Discloser has in its possession under obligations of confidentiality, in whatever form transmitted, relating to business plans or operations, network design, systems and procedures and/or the sale, purchase and use of services, and end user specific information, which is disclosed by the Discloser or its affiliates to the other Party (the "Recipient") or its affiliates. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's

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

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

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

21. PUBLICITY

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

22. TRADEMARKS AND TRADE NAMES

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

23. LAW ENFORCEMENT AND CIVIL PROCESS

SWBT and Aerial shall handle law enforcement requests as follows:

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

23.2 Subpoenas: If a Party receives a subpoena for information concerning an end user the Party knows to be an end user of the other Party it shall refer the subpoena back to the requesting Party with an indication that the other Party is the responsible company, unless the subpoena requests records for a period of time during which the Party was the end user's service provider, in which case the Party will respond to any valid request.

23.3 Law Enforcement Emergencies: If a Party receives a request from a law enforcement agency for a temporary number change, temporary disconnect or one way denial of outbound calls for an end user of the other Party by the receiving Party's switch, that Party will comply with any valid emergency request. However, neither Party shall be held liable for any claims or damages arising from compliance with such requests on behalf of the other Party's end user and the Party serving such end user agrees to indemnify and hold the other Party harmless against any and all such claims.

24. EXECUTION/CONSTRUCTION

24.1 Execution: This Agreement may be executed in any number of counterparts all of which together shall constitute a single agreement.

24.2 Construction:

24.2.1 All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the person or persons or entity may require. All section titles, headings or captions contained in this Agreement are for convenience only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

24.2.2 This Agreement is the joint work product of representatives of SWBT and Aerial. For convenience, it has been drafted in final form by one of the Parties; accordingly, in the event of ambiguities, no inferences will be drawn against either Party solely on the basis of authorship or drafting of this Agreement.

24.3 Waiver

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

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25. REGULATORY JURISDICTION/INTERVENING LAW

25.1 This Agreement is entered into as a result of both private negotiation between the Parties and arbitration by the Commission, acting pursuant to the Act, and/or the Commission's Substantive Rules. Subject to the terms and conditions delineated in Section 14 of this Agreement, if the actions of the state or federal legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws or regulations that were the basis for a provision of the contract required by the Arbitration Award approved by the PUC, the affected provision will be invalidated, modified, or stayed as required by action of the legislative body, court, or regulatory agency. In such event, the Parties shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or provisions affected by such governmental actions will be resolved pursuant to any remedy available under law provided that the Parties may mutually agree to use the dispute resolution process provided for in this Agreement.

25.2 In the event a court or regulatory agency of competent jurisdiction should determine that modifications of this Agreement are required to bring the services being provided hereunder into compliance with the Act, the affected Party shall promptly give the other Party written notice of the modifications deemed required. Upon delivery of such notice, the Parties shall expend diligent efforts to arrive at an agreement respecting such modifications required, and if the Parties are unable to arrive at such agreement within sixty (60) days after such notice, either Party may seek any remedy available to it under law provided the Parties may mutually agree to invoke the dispute resolution process set forth in this Agreement.

26. LAW GOVERNING AGREEMENT/COMPLIANCE WITH LAWS

26.1 This Agreement shall be governed by the laws of the State of Missouri, except insofar as federal law may control any aspect of this Agreement in which case federal law will control.

26.2 Each Party warrants that it has obtained all necessary jurisdictional certification and licenses required in those jurisdictions in which either Party has ordered services pursuant to this Agreement.

26.3 The Parties shall be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. The Parties shall reasonably cooperate with each other in obtaining and maintaining any required approvals.

27. LIMITATION OF ACTION

No arbitration demand or other judicial or administrative action, regardless of form, arising out of the transaction(s) under this Agreement may be brought by either Party more than two (2) years after the cause of action arises.

28. ARBITRATION

28.1 Alternative to Litigation

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

28.1.1 Resolution of Disputes Between Parties to the Agreement

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

28.1.2 Arbitration

28.1.2.1 If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules.

Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission. Not less than fourteen (14) days prior to the arbitration hearing, the Parties shall exchange witness and exhibit lists. Each Party is also entitled to take the oral deposition of one representative of the other Party.

28.1.2.2 Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in the state in which the cause of action or dispute arose. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

28.1.3 Costs

Each Party shall bear its own costs of these procedures, and shall equally split the fees of the arbitration and the arbitrator; provided, however, that the arbitrator may assign costs to the Party demanding arbitration upon a finding that such Party brought a frivolous cause of action or claim. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs).

29. ASSIGNMENT/SUCCESSORS

29.1 Neither this Agreement nor any interest of the Parties hereunder, nor the use of any of the facilities furnished by the Parties hereunder, may be assigned or in any manner transferred by either Party without the prior written consent of the other. An assignment by either Party to a parent, subsidiary or an affiliate of that Party for the continued provisioning of wireless telecommunications service shall not be considered an assignment requiring prior approval under this Agreement.

29.2 Except as otherwise provided herein, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

30. SEVERANCE

In the event any provisions of this Agreement shall be held to be invalid, illegal and/or unenforceable, those provisions shall be severed from the Agreement and the remainder of this Agreement shall be unimpaired and continue in full force and effect; provided, however, that if the severing of a provision makes this Agreement in its entirety impossible to perform, the Agreement shall be terminated in accordance with the provisions of this Agreement.

31. COLLECTION COSTS AND COSTS OF LEGAL ACTION

Subject to the provisions of this Agreement, if either Party successfully pursues (or defends against) any collection activities against (or by) the other Party for unpaid service charges or prevails in any legal or equitable action (excluding arbitration) for any alleged violation of this Agreement, the prevailing Party, at the discretion of the judge, shall be reimbursed all or a portion of the costs of the collection or legal activities, including reasonable attorneys' fees and any related court and other costs.

32. THIRD-PARTY BENEFICIARIES

This Agreement shall not provide any person not a party, assignee or successor to this Agreement with any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Agreement.

33. RELATIONSHIP OF THE PARTIES

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

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34. NOTICES

34.1 Unless otherwise specifically provided herein, any notices or other communications required or permitted to be given or delivered under this Agreement (other than trouble reports and notices of interruption) shall be in writing and shall be delivered in one of the following manners: (1) by hand, (2) by overnight delivery service, (3) by deposit in the United States mail, postage prepaid, or (4) by confirmed facsimile transmission with a copy also sent by overnight delivery or by mail as provided above, return receipt requested, addressed as follows:

To SWBT:

Director - Wireless Services
One Bell Center, Rm. 7-Z- 1
St. Louis, MO 63101

To Aerial:

V. P., Engineering & Operations
8410 W. Bryn Mawr Ave.
Suite 1100
Chicago, IL 60631

Director - External Affairs
8410 W. Bryn Mawr Ave.
Suite 1100
Chicago, IL 60631

24 Hour Network Management Contact:

For SWBT:

1-800-662-2163
1-800-982-7447
1-800-472-1175

For Aerial:

813-353-6000
800-742-7318

34.2 Any such notice or other communication shall be deemed to be given when received. Any Party may specify a different address by notifying the other Party in writing of such different address in the manner provided in this section.

35. COMPLETE TERMS

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

unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.

36. SURVIVAL

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

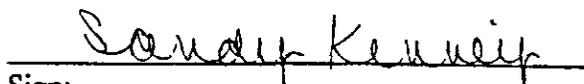
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If this Agreement is acceptable to Aerial and SWBT, both Parties will sign in the space provided below. This Agreement shall not bind Aerial and SWBT until executed by both Parties.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION.



Sign:



Sign:

David Lowry

Print Name:

Sandy Kinney

Print Name:

Vice President, Engineering & Operations
Position/Title
Aerial Communications, Inc.

Vice President & General Manager
Position/Title
Southwestern Bell Telephone Company

11/24/97

Date:

NOV 06 1997

Date:

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MISSOURI
APPENDIX PRICING

Usage Charges

1.0 Rates

1.1 Interim Rates

1.1.1 For an interim period, that is, from the date of execution of this *Interconnection Agreement* until the date identified in paragraph 1.2.5 below, the mutual, reciprocal rate for transport and termination of mobile to land and land to mobile local traffic shall be \$.009 per minute of use for Type 2A and Type 1 interconnections and \$.004 per minute of use for Type 2B interconnections between the Parties. The rate for Transiting Traffic shall be \$.003 per minute of use, regardless of the type of interconnection between the Parties.

1.1.2 The interim rates established under paragraph 1.1 shall be subject to the true-up provisions of Section 14 of the *Interconnection Agreement*.

1.2 Revised Rates

1.2.1 If the conditions of Section 14.3.2 of the *Interconnection Agreement* are satisfied during calendar year 1997, the prices from the proceedings referenced in Section 14.3.2 of the *Interconnection Agreement* for the network functions end office switching, and tandem switching shall be multiplied by the following factors, and the results shall be summed with

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the transport rate element derived as described in paragraph 1.2.2 to arrive at a revised combined mutual and reciprocal rate for transport and termination of traffic between the Parties via Type 2A and Type 1 interconnections.

1.2.1.1 End office switching factor - 1.02826

1.2.1.2 Tandem switching factor - 1.16693

1.2.2 Transport rate

1.2.2.1 The transport rate element for CLEC interconnection in Missouri is composed of a two-part rate structure, a distance sensitive rate stated in terms of a price per mile per minute of use, and a usage sensitive element stated in terms of a price per minute of use. If the same transport rate structure is adopted in the proceedings referred to in Section 14.3.2 of the Interconnection Agreement, the distance sensitive rate element will be multiplied by a mileage of 17.568 miles, and the product added to the usage sensitive element to arrive at a transport rate element.

1.2.2.2 If the proceeding referred to in Section 14.3.2 of the Interconnection Agreement results in a transport rate design stated in terms of a minute of use other than that described in paragraph 1.2.2.1, the transport rate element will be multiplied by a factor of 2.899 to arrive at the transport rate.

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- 1.2.3 If the conditions of Section 14.3.2 of the Interconnection Agreement are satisfied in the calendar year 1997, the reciprocal rate for transport and terminations of traffic between the Parties via Type 2B interconnections shall be the end office switching price from the proceedings referenced in Section 14.3.2 of the Interconnection Agreement.
- 1.2.4 The rate for Transiting Traffic between the parties, regardless of the type of interconnection between the Parties, shall remain set at \$0.003 per minute of the use until revised rates are established under paragraph 1.3, and shall not be subject to the true-up requirements of subparagraph 1.2.5.
- 1.2.5 The revised rates developed pursuant to this subparagraph 1.2 shall apply to traffic exchanged in the first full billing period which begins after the Commission's order becomes final and appealable, and shall be billed prospectively thereafter. Provided, however, if revised rates are implemented for the first time pursuant to paragraph 1.3, then the revised rates developed pursuant to paragraph 1.3 shall apply instead of rates developed pursuant to paragraph 1.2. The first applied revised rates (under either paragraph 1.2 or paragraph 1.3, not both) shall be applied retroactively to all traffic exchanged between the Parties since the date of execution of this Interconnection Agreement. Payment of amounts due under the revised, retroactively applicable rates shall be made in one lump sum, due 60 days after the Commission's order becomes final.

1.3 Revised Factor Study and Further Revised Rates

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1.3.1 Prior to June 1, 1997, SWBT and other Parties formed a joint working group. The task assigned to the working group was to develop a comparison, in which all Parties involved have confidence, of the usage of the SWBT network and its individual end office, transport, and tandem switching functions by CMRS providers and by competitive local exchange carriers (CLECs) respectively, with a purpose to develop factors to replace those identified in subparagraph 1.2 for use in developing transport, termination and transit rates. The work of the joint working group shall be completed by December 1, 1997.

1.3.2 The working group should consider the following issues related to their task:

1.3.2.1 A statistically valid sampling methodology for both CMRS originated and CLEC originated traffic.

1.3.2.2 Whether or not it makes a difference if the CMRS is connected to one or more than one tandem in a local exchange.

1.3.2.3 Other items which may affect the results or the validity of the study.

1.3.3 The factors produced by the joint working group shall be used to develop revised rates. The revised rates shall become effective on the later of the date on which the conditions of Sections 14.3.2 of the Interconnection Agreement have been satisfied on January 1, 1998 (the "Implementation

Date"). The revised combined rate for transport and termination of local traffic using Type 1 and Type 2A connections shall be developed using the end office switching , tandem switching and transport prices from the proceeding referenced in Section 14.3.2 of the Interconnection Agreement, and applicable factors. The Type 2B rate shall be the end office switching price from the proceeding referenced in Section 14.3.2 of the Interconnection Agreement. The rate for Transiting Traffic shall be the sum of the transport and tandem switching prices from the proceeding referenced in Section 14.3.2 of the Interconnection Agreement multiplied by the applicable factors.

2.0 InterMTA Traffic

2.1 InterMTA Rates

2.1.1 InterMTA Rate to be paid to SWBT by Carrier on interMTA Mobile to

Land calls:

\$.022463

2.1.2 InterMTA Rate to be paid to SWBT by Carrier on interMTA Land to Mobile calls only if and when the total percentage of Land to Mobile interMTA calls exceed 3%:

\$.022463

2.2 InterMTA Traffic Factor

2%

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2.3 Transiting Traffic Factor

5%

3.0 Directory Assistance

3.1 Directory Assistance Per Call Price

Per Call \$.2975

Transport Per Call :

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

3.2 Directory Assistance Call Completion

3.2.2 Per Completed Call \$.20

3.2.3 Operator Service Circuits

In addition to the Per Call Rates, Carrier must establish facilities between the Carrier MSC and SWBT's TOPS tandem. Prices can be found in Section 7 of Interstate/Intrastate Access Service Tariff.

4.0 Area Wide Calling Plan

4.1 AWCP per MOU

Local Switching \$.008480

Local Transport

0-1 mile	\$.0050
>1 to 25 miles	\$.0077
>25 to 50 miles	\$.0162
>25 miles	\$.0274

Carrier Common Line \$.01

4.2 A nonrecurring charge of \$3960.00 applies to arrange a new AWCP NXX code or to convert an existing NXX code to an AWCP.

5.0 Signaling System 7("SS7")

Use of SWBT's STP

Rate per million octets \$2.39

6.0 For purposes of allocating appropriate SWBT nonrecurring and recurring facilities charges, the presumed traffic split, subject to semi-annual review and possible adjustment shall be 80% mobile to land and 20% land to mobile. These factors represent the percentage of the facility rates that each party will pay for each shared Interconnection Facility.

7.0 Carrier Provided Connecting Facility Rates

To be provided when available on an individual case basis, once a bona fide request for such an arrangement is received by Carrier from SWBT.

8.0 Miscellaneous Nonrecurring Charges

Maintenance of Service

Basic Time	• 1st 1/2 hr.	\$26.24	Ea. add'l 1/2 hr.	\$21.32
Overtime	1st 1/2 hr.	\$31.65	Ea. add'l 1/2 hr.	\$26.73
Premium Time	1st 1/2 hr.	\$31.65	Ea. add'l 1/2 hr.	\$26.73

Access Order Charge	Switched	\$17.00
	Special	\$14.00

Design Change \$32.96

Service Date Change \$14.77

ACNA Change \$22.00 per trunk group

BAN Change \$22.00 per billing account number

CKT ID Change \$22.00 per trunk group

Additional Engineering

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Basic Time	1st 1/2 hr.	\$34.59	Ea. add'l 1/2 hr.	\$24.97
Overtime	1st 1/2 hr.	\$41.37	Ea. add'l 1/2 hr.	\$31.75

Additional Labor Rates

Installation Basic Time	1st 1/2 hr.	\$36.35	Ea. add'l 1/2 hr.	\$26.73
Installation Overtime	1st 1/2 hr.	\$41.77	Ea. add'l 1/2 hr.	\$32.15
Testing & Mtce. Basic Time	1st 1/2 hr.	\$30.93	Ea. add'l 1/2 hr.	\$21.32
Testing & Mtce. Overtime	1st 1/2 hr.	\$36.35	Ea. add'l 1/2 hr.	\$26.73

Supersede	Switched	\$17.00
	Special	\$14.00

Cancellation Charge

No. of business days from order application through the order cancellation multiplied by the average daily charge of the service ordered, plus the access order charge

Rollover Charges

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

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APPENDIX DCO

AERIAL COMMUNICATIONS INC. POIs

<u>CLLI</u>	<u>EQ TYPE</u>	<u>LATA</u>	<u>V-COORD</u>	<u>H-COORD</u>	<u>STREET ADDRESS</u>
HSTSTXHK1MD	DX 200 MSC	560	8936	3536	1700 Glaser St., Houston , TX 77009
KSCZMOVR1MD	DX 200MSC	524	7027	4202	2709 Cherry St., Kansas City, MO 64108

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APPENDIX DCO
SWBT TANDEM POIS

LATA/SECTOR	VCOORD	HCOORD	CLLJ	TYPE
520 - SKESTON	7099	3220	SKSTMGR04T	DMS100/200
520 - ST. LOUIS-JEFFERSON	6807	3490	STLSMO0501T	5ESS
520 - ST. LOUIS-LADUE	6818	3517	STLSMO2101T	5ESS
522 - SPRINGFIELD	7311	3833	SPFDMOTL02T	DMS200
524 - CHILLICOTHE	6820	4104	CHLCMOMI08T	DMS100/200
524 - KANSAS CITY	7049	4210	KSCYKSJO07T	DMS100/200
524 - KANSAS CITY	7207	4202	KSCYMO5503T	DMS100/200
524 - KIRKSVILLE	6674	3993	KKVLMOMO10T	DMS100/200
524 - MOBERLY	6817	3899	MBRLMOAM06T	5ESS
524 - ST. JOSEPH	6913	4301	STJSMODN03T	DMS100/200
526 - FAYETTEVILLE	7599	3872	FYVLARHI02T	DMS200
526 - FORT SMITH	7752	3855	FTSMARSU03T	DMS200
528 - JONESBORO	7388	3297	JNBOARMA02T	DMS100/200
528 - LITTLE ROCK	7721	3448	LTRKARFR02T	DMS200
530 - PINEBLUFF	7803	3358	PNBLARJE02T	DMS200
532 - DODGE CITY	7641	4958	DDCYKS0107T	DMS100/200
532 - HUTCHINSON	7453	4844	HTSNKS0207T	DMS100/200
532 - PARSONS	7422	4159	PRSSKSWA07T	DMS100/200
532 - WICHITA	7489	4520	WCHTKSBR07T	DMS200
534 - HAYS	7374	4932	HAYSKS1107T	DMS100/200
534 - SALINA	7275	4656	SALNKSTA07T	DMS100/200
534 - TOPEKA	7110	4379	TPKAKSJA07T	DMS100/200
536 - ALTUS	8230	4811	ALTSOKMA01T	5ESS
536 - ARDMORE	8180	4204	ARMROKMA01T	5ESS
536 - CLINTON	8030	4816	CLTNOKMA02T	DMS100/200
536 - DURANT	8165	4063	DRTNOKMA02T	DMS100/200
536 - ENID	7784	4507	ENIDOKMA02T	5ESS
536 - LAWTON	8178	4454	LWTNOKTB02T	DMS100/200
536 - OKLAHOMA CITY	7948	4372	OKCYOKCE13T	DMS200
538 - BARTLESVILLE	7589	4224	BRVLOKFE01T	DMS100/200
538 - TULSA	7708	4178	TULSOKTB03T	DMS100/200
540 - EL PASO	9231	5655	ELPSTXMA15T	DMS200
542 - MIDLAND	8934	4890	MDLDTXMU15T	DMS200
544 - LUBBOCK	8598	4962	LBCKTXPS15T	DMS100/200
546 - AMARILLO	8266	5075	AMRLTX0215T	DMS100/200
548 - WICHITA FALLS	8323	4412	WCFLTXNI04T	DMS100/200
550 - ABILENE	8898	4513	ABLNTXOR15T	DMS200
552 - DALLAS-RIVERSIDE	8437	4035	DLSTXRI01T	5ESS
552 - DALLAS-TAYLOR	8432	4033	DLSTXTA03T	4ESS
552 - FT. WORTH	8479	4123	FTWOTXED03T	DMS200
554 - LONGVIEW	8347	3661	LGWWTXPL03T	DMS200
558 - WACO	8705	3994	WACOTX0115T	DMS200
558 - AUSTIN	9004	3997	AUSTTXGR06T	DMS100/200
560 - HOUSTON	8947	3548	HSTNTX0801T	DMS200
560 - HOUSTON-JACKSON	8943	3540	HSTNTXJA04T	DMS200
562 - BEAUMONT	8777	3344	BUMTTXTE03T	DMS100/200
564 - CORPUS CHRISTI	9477	3738	CRCHTXTU03T	DMS200
566 - SAN ANTONIO	9225	4083	SNANTXCA03T	DMS200
568 - HARLINGEN	9819	3684	HRLNTXHG03T	DMS200

APPENDIX DCO
SWBT KANSAS EO POIs

CLLI	EXCHANGE	EQ TYPE	LATA	V-COORD	H-COORD	STREET ADDRESS
CFVLKS10DS0	COFFEYVILLE	DGTL/D100	532	7507	4190	214 W 10TH ST, COFFEYVILLE, KS 67337
CHNTKSSSDS0	CHANUTE	DGTL/D100	532	7367	4218	20 S STEUBEN, CHANUTE, KS 66720
CNCRKSBRS0	CONCORDIA	DGTL/D1/2	534	7132	4722	1004 BROADWAY, CONCORDIA, KS 66901
DDCYKS01DS0	DODGE CITY	DGTL/D1/2	532	7641	4958	208 GUNSMOKE, DODGE CITY, KS 67801
EMPRKS08DS0	EMPORIA	DGTL/D100	532	7271	4394	28 W 8TH, EMPORIA, KS 66801
FTSCKS01DS0	FORT SCOTT	DGTL/D100	532	7285	4114	23 W 1ST, FORT SCOTT, KS 66701
GRCYKS07DS0	GARDEN CITY	DGTL/D100	532	7647	5112	409 N 7 ST, GARDEN CITY, KS 67846
GRTBKSSD0	GREAT BEND	DGTL/D100	532	7442	4803	1300 STONE ST, GREAT BEND, KS 67530
HAYSKS11DS0	HAYS	DGTL/D1/2	534	7374	4932	126 W 11TH, HAYS, KS 67601
HTSNKS02DS0	HUTCHINSON	DGTL/D1/2	532	7453	4644	101 E 2ND ST, HUTCHINSON, KS 67501
INDPKSMADS0	INDEPENDENCE	DGTL/D100	532	7475	4219	200 E MAPLE, INDEPENDENCE, KS 67301
KSCYKS10CG0	KC DREXEL	1SPC/1AAP	524	7028	4212	901 N 10TH, KANSAS CITY, KS 66101
KSCYKS8SDS0	KC BONNER SPRING	DGTL/5ES	524	7056	4246	163 NETTLETON, BONNER SPRINGS, KS 66011
KSCYKSCBDS0	KC CORPORATEWOOD	DGTL/5ES	524	7068	4203	8686 W COLLEGE, OVERLAND PARK, KS 66210
KSCYKSJOCG0	KC HEDRICK	1SPC/1AAP	524	7049	4210	7400 JOHNSON DR, MISSION, KS 66202
KSCYKSJODS0	KC HEDRICK	DGTL/D1/2	524	7049	4210	7400 JOHNSON DR, MISSION, KS 66202
KSCYKSLEDS0	KC LENEXA	DGTL/5ES	524	7067	4215	9400 PFLUMM RD, LENEXA, KS 66215
KSCYKSNACG0	KC DUPONT	1SPC/1AAP	524	7060	4201	9444 NALL ST, KANSAS CITY, KS 66207
KSCYKSOLDS0	KC OLATHE	DGTL/5ES	524	7086	4220	114 N WATER ST, OLATHE, KS 66061
KSCYKSPADS0	KC BETHEL	DGTL/5ES	524	7032	4228	6425 PARALLEL ST, KANSAS CITY, KS 66102
KSCYKSSHDS0	KC SHAWNEE	DGTL/5ES	524	7055	4220	6120 PFLUMM, KANSAS CITY, KS 66216
KSCYKSSTDS0	KC STANLEY	DGTL/D100	524	7082	4195	14969 METCALF, STANLEY, KS 66223
LBRLKS04DS1	LIBERAL	DGTL/D100	532	7839	5053	20 E 4 ST, LIBERAL, KS 67901
LWVOKSSHDS0	LEAVENWORTH	DGTL/D100	524	7006	4273	615 SHAWNEE ST, LEAVENWORTH, KS 66048
LWRNKSVEDS0	LAWRENCE	DGTL/5ES	534	7097	4293	732 VERMONT ST, LAWRENCE, KS 66044
MNHTKSFADS0	MANHATTAN	DGTL/D100	534	7141	4522	1640 FAIRCHILD ST, MANHATTAN, KS 66502
NWTNKS05DS0	NEWTON	DGTL/D100	532	7418	4550	131 W 5TH ST, NEWTON, KS 67114
PRSSKSWADS0	PARSONS	DGTL/D1/2	532	7422	4159	1631 WASHINGTON ST, PARSONS, KS 67357
PSBGKSL0DS0	PITTSBURG	DGTL/D100	532	7370	4078	611 N LOCUST, PITTSBURG, KS 66762
SALNKSTADS0	SALINA	DGTL/D1/2	534	7275	4656	137 S 7TH ST, SALINA, KS 67401
SALNKSTADS1	SALINA	DGTL/5ES	534	7275	4656	137 S 7TH ST, SALINA, KS 67401
TPKAKS37DS0	TOPEKA AMHERST	DGTL/D100	534	7120	4366	420 W 37TH, TOPEKA, KS 66611
TPKAKSFADS0	TOPEKA CRESTWOOD	DGTL/D100	534	7118	4378	1825 FAIRLAWN, TOPEKA, KS 66604
TPKAKSJACG0	TOPEKA CENTRAL	1SPC/1AAP	534	7110	4369	812 JACKSON, TOPEKA, KS 66612
TPKAKSJADS0	TOPEKA CENTRAL	DGTL/D1/2	534	7110	4369	812 JACKSON, TOPEKA, KS 66612
TPKAKSNODS0	TOPEKA NORTH	DGTL/D100	534	7095	4374	635 NW 43RD, TOPEKA, KS 66617
WCHTKS47DS0	WC JACKSON	DGTL/5ES	532	7505	4513	400 E 47TH, WICHITA, KS 67216
WCHTKSAGDS0	WC AUGUSTA	DGTL/D100	532	7469	4462	1156 STATE, WICHITA, KS 67203

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**APPENDIX DCO
SWBT KANSAS EO POIs**

WCHTKSAHDS0	WC ROCK ROAD	DGTL/D100	532	7470	4510	8442 E 3RD ST NORTH, WICHITA, KS 67226
WCHTKSAMCG0	WC AMHERST	1SPC/1AAP	532	7489	4520	153 N TOPEKA, WICHITA, KS 67202
WCHTKSAMDS0	WC AMHERST	DGTL/D1/2	532	7489	4520	153 N TOPEKA, WICHITA, KS 67202
WCHTKSANDS0	WC ANDOVER	DGTL/D100	532	7479	4487	665 S 160TH E, WICHITA, KS 67230
WCHTKSBRDS0	WCHT TDM	DGTL/D1/2	532			154 N. BROADWAY, WICHITA KS 67202
WCHTKSCEDS0	WC PARKVIEW	DGTL/D100	532	7496	4541	10329 W CENTRAL, WICHITA, KS 67206
WCHTKSDEDS0	WC DERBY	DGTL/D100	532	7512	4499	1102 N BUCKNER, DERBY, KS 67037
WCHTKSKEDS0	WC KECHI	DGTL/D100	532	7464	4519	217 W KECHI RD, WICHITA, KS 67219
WCHTKSNWDS0	WC WHITEHALL	DGTL/D100	532	7492	4529	341 N W ST, WICHITA, KS 67203
WCHTKSOLCG0	WC MURRAY	1SPC/1AAP	532	7486	4511	118 S OLIVER, WICHITA, KS 67218

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**APPENDIX DCO
SWBT MISSOURI EO POIS**

CLLI	EXCHANGE	EQ TYPE	LATA	V-COORD	H-COORD	STREET ADDRESS
BLSPMOCADS0	BLUE SPRINGS	DGTL/D100	524	7023	4148	300 S 15TH ST., BLUE SPRINGS, MO. 64015
CHFDMO52DSA	CHESTERFIELD	DGTL/5ES	520	6831	3545	16752 WILD HORSE CRK RD, CHFD, MO 63017
CHLCMOMIDS0	CHILLICOTHE	DGTL/D1/2	524	6820	4104	501 CHERRY, CHILLICOTHE, MO. 64601
CPGRMOEDDSA	CAPE GIRARDEAU	DGTL/5ES	520	7012	3252	800 BROADWAY, CAPE GIRARDEAU, MO 63701
CRTHMOFLDS0	CARTHAGE	DGTL/D100	522	7390	3993	225 W 6TH, CARTHAGE, MO 64836
ELDNMOEXDSA	ELDON	DGTL/5ES	520	7036	3825	104 S OAK, ELDON, MO 65026
FLRVMOGEDSA	FLAT RIVER	DGTL/5ES	520	6982	3458	222 W MAIN, FLAT RIVER, MO 63601
FNTNMO54DS0	FENTON	DGTL/5ES	520	6847	3508	200 MAIN, FENTON, MO 63026
FSTSMOYEDS0	FESTUS	DGTL/D100	520	6901	3474	120 N SECOND ST, FESTUS, MO 63028
HNBMOACDSA	HANNIBAL	DGTL/D1/2	520	6688	3763	820 BROADWAY, HANNIBAL, MO 63041
HVTRMO67DSA	HVSTR HARVESTER	DGTL/D100	520	6816	3557	111 TOELLE, HARVESTER, MO 63303
JPLNMOMACG0	JOPLIN	1SPC/1AAP	522	7422	4018	8TH & PEARL, JOPLIN, MO. 64801
KKVLMOMODS0	KIRKSVILLE	DGTL/D1/2	524	6674	3993	216 E. WASHINGTON, KIRKSVILLE, MO. 63501
KSCYMO01DS0	KC BENTON	DGTL/5ES	524	7024	4195	1123 CLEVELAND, KANSAS CITY, MO. 64127
KSCYMO02CG0	KC HILAND	1SPC/1AAP	524	7044	4194	6213 HOLMES, KANSAS CITY, MO. 64110
KSCYMO04CG0	KC WABASH	1SPC/1AAP	524	7034	4193	3901 MONTGALL, KANSAS CITY, MO 64130
KSCYMO05CG0	KC WESTPORT	1SPC/1AAP	524	7036	4199	107 E. 39TH ST., KANSAS CITY, MO 64111
KSCYMO20DS0	KC NASHUA	DGTL/D100	524	6998	4215	100 E. BARRY ROAD, KANSAS CITY, MO 64155
KSCYMO21DS0	KC GLADSTONE	DGTL/5ES	524	7008	4205	5112 ANTIOCH, GLADSTONE, MISSOURI 64119
KSCYMO22CG0	KC INDEPENDENCE	1SPC/1AAP	524	7018	4177	215 N. SPRING, INDEPENDENCE, MO 64050
KSCYMO23DS0	KC PARKVILLE	DGTL/5ES	524	7008	4221	6407 N.W. ROANRIDGE, KC, MO 64152
KSCYMO24CG0	KC RAYTOWN	1SPC/1AAP	524	7036	4176	5828 MAYWOOD, RAYTOWN, MO 64133
KSCYMO25DS0	KC SOUTH	DGTL/5ES	524	7058	4178	5903 REDBRIDGE, KANSAS CITY, MO 64134
KSCYMO40DS0	KC BELTON	DGTL/5ES	524	7081	4170	612 WALNUT, BELTON, MO. 64012
KSCYMO41CG0	KC LEES SUMMIT	1SPC/1AAP	524	7050	4154	202 E. 3RD ST., LEES SUMMIT, MO. 64063
KSCYMO42DS0	KC LIBERTY	DGTL/5ES	524	6987	4190	140 N. GALLATIN, LIBERTY, MO 64068
KSCYMO44DS0	KC EAST INDEPEN	DGTL/5ES	524	7007	4168	GUDGELL & BUNDSCHUA, INDEP., MO. 64050
KSCYMO45DS0	KC SOUTH WILLOW	DGTL/5ES	524	7062	4188	11021 HOLMES, KANSAS CITY, MO. 64131
KSCYMO48DS0	KC INDEP SOUTH	DGTL/5ES	524	7027	4166	16880 E. 40 HWY, INDEP. MO. 64055
KSCYMO55DS0	KC MCGEE	DGTL/D1/2	524	7027	4202	1101 MCGEE, KANSAS CITY, MO. 64106
KSCYMO55DS1	KC MCGEE	DGTL/D100	524	7027	4202	1101 MCGEE, KANSAS CITY, MO. 64106
KSCYMO55DS3	KC MCGEE TDM	DGTL/5ES	524	7027	4202	1101 MCGEE, KANSAS CITY, MO. 64106
MBRLMOAMDS0	MOBERLY	DGTL/5ES	524	6817	3899	225 W. COATES, MOBERLY, MO 65270
MNCHMO59CG0	MANCHESTER	1SPC/1AAP	520	6839	3532	200 MANCHESTER RD, MANCHESTER, MO 63011
MXVLMO60DSA	MAXVILLE	DGTL/5ES	520	6858	3494	1679 BIG BILL RD, MAXVILLE, MO 63128
PPBLMOSUDSA	POPLAR BLUFF	DGTL/5ES	520	7185	3335	601 VINE, POPLAR BLUFF, MO 63901
SKSTMGRDSA	SIKESTON	DGTL/D1/2	520	7099	3220	121 E CENTER, SIKESTON, MO 63801
SPFDMOMCDS0	SPFD MCDANIEL	DGTL/D100	522	7311	3834	510 E. MCDANIEL, SPRINGFIELD, MO. 65806
SPFDMOMCDS1	SPFD MCDANIEL	DGTL/5ES	522	7311	3834	510 E. MCDANIEL, SPRINGFIELD, MO. 65806

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APPENDIX DCO
SWBT MISSOURI EO P01s

SPFDMOTLDS0	SPDF TDM	DGTL/D1/2	522			600 ST LOUIS, SPRINGFIELD MO
SPFDMOTUDS0	SPFD TUXEDO	DGTL/D100	522	7321	3826	3028 S. FREMONT, SPRINGFIELD, MO. 65806
STCHMO63DSA	ST CHARLES	DGTL/D100	520	6798	3542	402 N THIRD, ST CHARLES, MO 63301
STJSMODNDS0	ST JOSEPH DWTN	DGTL/D1/2	524	6913	4301	320 N. 10TH ST., ST JOSEPH, MO. 64501
STLSMO01DSA	STL CHESTNUT	DGTL/D100	520	6807	3483	1010 PINE, ST LOUIS, MO 63101
STLSMO01DSC	STL CHESTNUT	DGTL/D100	520	6807	3483	1010 PINE, ST LOUIS, MO 63101
STLSMO02CG0	STL EVERGREEN	1SPC/1AAP	520	6801	3500	3710 HAMILTON, ST LOUIS, MO 63120
STLSMO03CG0	STL FLANDERS	1SPC/1AAP	520	6823	3493	5410 JANUARY, ST LOUIS, MO 63019
STLSMO04CG0	STL FOREST	1SPC/1AAP	520	6808	3497	5189 DELMAR, ST LOUIS, MO 63130
STLSMO0501T	STL JEFFERSON	DGTL/5ES	520	6807	3490	3810 WASHINGTON, ST LOUIS, MO 63108
STLSMO05CG0	STL JEFFERSON	1SPC/1AAP	520	6807	3490	3810 WASHINGTON, ST LOUIS, MO 63108
STLSMO06CG0	STL MISSION	1SPC/1AAP	520	6819	3500	7216 LANHAM, ST LOUIS, MO 63143
STLSMO07CG0	STL PARKVIEW	1SPC/1AAP	520	6810	3502	6214 DELMAR, ST LOUIS, MO 63130
STLSMO07DSA	STL PARKVIEW	DGTL/D100	520	6810	3502	6214 DELMAR, ST LOUIS, MO 63130
STLSMO08CG0	STL PROSPECT	1SPC/1AAP	520	6814	3488	2317 S GRAND, ST LOUIS, MO 63104
STLSMO11DSA	STL MELROSE	DGTL/5ES	520	6829	3490	4325 WEBER RD, ST LOUIS, MO 63123
STLSMO20DSA	STL FERGUSON	DGTL/5ES	520	6792	3512	330 N FLORISSANT, FERGUSON, MO 63135
STLSMO2101T	STL LADUE	DGTL/5ES	520	6818	3517	135 N LINDBERGH, ST LOUIS, MO 63141
STLSMO21CG0	STL LADUE	1SPC/1AAP	520	6818	3517	135 N LINDBERGH, ST LOUIS, MO 63141
STLSMO21DS3	STL LADUE	DGTL/5ES	520	6818	3517	135 N LINDBERGH, ST LOUIS, MO 63141
STLSMO22CG0	STL MEHLVILLE	1SPC/1AAP	520	6842	3492	4321 LEMAY FERRY, MEHLVILLE, MO 63129
STLSMO23CG0	STL OVERLAND	1SPC/1AAP	520	6802	3517	3501 WOODSON RD, OVERLAND, MO 63114
STLSMO24CG0	STL RIVERVIEW	1SPC/1AAP	520	6787	3503	10024 DUKE DR, ST LOUIS, MO 63136
STLSMO25DSA	STL SAPPINGTON	DGTL/5ES	520	6839	3502	11640 GRAVOIS RD, SAPPINGTON, MO 63126
STLSMO26DSA	STL WEBSTER GR	DGTL/D100	520	6826	3505	5 W LOCKWOOD, WEBSTER GROVES, MO 63119
STLSMO27CG0	STL CREVE COEUR	1SPC/1AAP	520	6818	3532	12930 OLIVE ST RD, ST LOUIS, MO 63141
STLSMO40CG0	STL FLORISSANT	1SPC/1AAP	520	6784	3518	707 ST JOSEPH, FLORISSANT, MO 63031
STLSMO41CG0	STL KIRKWOOD	1SPC/1AAP	520	6831	3511	115 WEST ADAMS, KIRKWOOD, MO 63122
STLSMO42CG0	STL BRDGTN WEST	1SPC/1AAP	520	6800	3530	12397 ST CHAS ROCK RD, BDGTN, MO 63044
STLSMO43CG0	STL BRDGTN HZLWD	1SPC/1AAP	520	6793	3524	505 MCDONNELL BLVD, BRIDGETON, MO 63042
STLSMO45DSA	STL SPANISH LAKE	DGTL/5ES	520	6777	3504	1971 PARKER RD, SPANISH LK, MO 63033
VYPKMO64DS0	VALLEY PARK	DGTL/5ES	520	6844	3521	324 FOREST, VALLEY PARK, MO 63088

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**APPENDIX DCO
SWBT TEXAS EO POLs**

EXCHANGE	CLLI	TYPE	LATA	VCOORD	HCOORD	ADDRESS
ABLN ORCHARD 672	ABLNTXORCG0	1SPC/1AAP	550	8698	4513	343 CEDAR, ABILENE, TX 79601
ABLN-ORCHARD	ABLNTXORDC5	DGTL/D1/2	550	8698	4513	343 CEDAR, ABILENE, TX 79601
ABLN OWEN 692	ABLNTXOWDS0	DGTL/5ES	550	8707	4519	2626 POST OAK RD, ABILENE, TX 79605
ALLEN	ALNTXSADS0	DGTL/5ES	552	8364	4040	W FIRST ST, ALLEN, TX 75002
HSTN-ALVIN LVRPL	ALVNTXALCG0	1SPC/1AAP	560	8994	3487	209 S. HARDIE, ALVIN, TX 77511
AMRL TENTH 372	AMRLTX02CG0	1SPC/1AAP	546	8266	5075	113 W 10TH, AMARILLO, TX 79101
AMRL-TENTH	AMRLTX02DC5	DGTL/D1/2	546	8266	5075	113 W 10TH, AMARILLO, TX 79101
AMRL FLEETWOOD	AMRLTXFLDS0	DGTL/5ES	546	8274	5080	3326 WESTERN, AMARILLO, TX 79109
AUST EVERGREEN	AUSTTXEVDS0	DGTL/D100	558	9007	3984	650 BASTROP HWY., AUSTIN, TX 78741
AUST FAIRFAX 327	AUSTTXFADS0	DGTL/D100	558	9006	4012	5118 BEE CAVES RD., AUSTIN, TX 78756
AUST FIRESIDE345	AUSTTXFIDS0	DGTL/5ES	558	8984	4011	5501 SPICEWOODSPRINGS RD, AUSTIN, TX 78759
AUST GREENWOOD	AUSTTXGRCG0	1SPC/1AAP	558	9004	3997	120 W. NINTH, AUSTIN, TX 78701
AUST GREENWOOD	AUSTTXGRCG1	1SPC/1AAP	558	9004	3997	120 W. NINTH, AUSTIN, TX 78701
AUST-GREENWOOD	AUSTTXGRDS2	DGTL/D1/2	558	9004	3997	120 W. NINTH, AUSTIN, TX 78701
AUST-HICKORY	AUSTTXHIDS0	DGTL/5ES	558	9012	3997	201 CUMBERLAND, AUSTIN, TX 78704
AUST HOMESTEAD	AUSTTXHOCG0	1SPC/1AAP	558	8993	3999	817 N. LOOP, AUSTIN, TX 78704
AUST HOMESTEAD	AUSTTXHODS0	DGTL/5ES	558	8993	3999	817 N. LOOP, AUSTIN, TX 78704
AUST JOLLYVYL 258	AUSTTXJOCG0	1SPC/1AAP	558	8973	4026	9401 ANDERSON MILL RD, ROUNDROCK, TX 78664
AUST LEANDER 259	AUSTTXLEDS0	DGTL/5ES	558	8949	4042	U.S. HWY 183 NO., LEANDER, TX 78641
AUST MANOR 272	AUSTTXMADS0	DGTL/5ES	558	8977	3970	#11 BURNET ST., MANOR, TX 78653
AUST MANCHACA282	AUSTTXMCDS0	DGTL/D100	558	9035	3999	101 W. FM1626, MANCHACA, TX 78652
AUST PFLUGERVILL	AUSTTXPFDS0	DGTL/5ES	558	8962	3990	103 S. FIRST, PFLUGERVILLE, TX 78660
AUST ROUND ROCK	AUSTTXRRDS0	DGTL/5ES	558	8952	4004	103 E. BAGDAD, ROUND ROCK, TX 78664
AUST TENNYSON836	AUSTTXTECG0	1SPC/1AAP	558	8978	3996	11409 N. LAMAR, AUSTIN, TX 78753
AUST TWINBROOK	AUSTTXTWDS0	DGTL/D100	558	9017	4009	5420 U.S. HWY 290 W., AUSTIN, TX 78745
AUST WALNUT 926	AUSTTXWADS0	DGTL/5ES	558	8994	3987	5607 SPRINGDALE RD., AUSTIN, TX 78723
BELTON 939	BETNTXBEDS0	DGTL/D100	556	8827	4010	318 MAIN, BELTON, TX 76513
BIG SPRING 263	BGSPTXBSDS0	DGTL/5ES	542	8847	4800	801 RUNNELS, BIG SPRING, TX 79720
BRENNHAM	BRHMTXBRDS0	DGTL/D100	560	8932	3752	206 N. BAYLOR, BRENNHAM, TX 77833
BASTROP 321	BSTRTXBSDS0	DGTL/D100	558	9007	3909	1107 WATER ST., BASTROP, TX 78602
BUMT-TERMINAL 83	BUMTTXTECG0	1SPC/1AAP	562	8777	3344	220 MAIN, BEAUMONT, TX 77701
BUMT-TERMINAL	BUMTTXTEDS0	DGTL/5ES	562	8777	3344	220 MAIN, BEAUMONT, TX 77701
BUMT-TERMINAL	BUMTTXTEDS1	DGTL/D1/2	562	8777	3344	220 MAIN, BEAUMONT, TX 77701
BUMT-TWINBROOK 8	BUMTTXTWDS0	DGTL/D100	562	8773	3355	4310 SINGLETON, BEAUMONT, TX 77708
BWVL-LINCOLN	BWVLTXLIDS0	DGTL/5ES	568	9861	3606	701 E. WASHINGTON, BROWNSVILLE, TX 78520
CLEBURNE	CLBNTXMIDS0	DGTL/5ES	552	8563	4102	111 N ROBINSON, CLEBURNE, TX 76031
CLEVELAND 592	CLEVTXCLDS0	DGTL/5ES	560	8801	3540	209 E. CROCKETT, CLEVELAND, TX 77327
CORPUSCALALEN241	CRCHTXCADS0	DGTL/D100	564	9481	3773	2902 MCKINZIE, CORPUS CHRISTI, TX 78410

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CORPUSFLRBLUF937	CRCHTXFBDS0	DGTL/D100	564	9493	3709	1501 DEMA, CORPUS CHRISTI, TX 78418
CORPUS TERMNL855	CRCHTXTECG0	1SPC/1AAP	564	9489	3735	4605 KOSTORYZ, CORPUS CHRISTI, TX 78415
CORPUS TULIP 882	CRCHXTUCG0	1SPC/1AAP	564	9477	3738	406 N CARANCAHUA, CORPUS CHRISTI, TX 78401
CRCH-TULIP	CRCHXTUDS0	DGTL/5ES	564	9477	3738	406 N CARANCAHUA, CORPUS CHRISTI, TX 78401
CORPUS WYMAN 991	CRCHTXWYDS0	DGTL/D100	564	9492	3724	1744 AIRLINE, CORPUS CHRISTI, TX 78412
CORSICANA	CRSCTXTRDS0	DGTL/D100	552	8551	3923	212 N 13TH ST, CORSICANA, TX 75110
CARTHAGE	CRTHTXOXDS0	DGTL/5ES	554	8385	3564	317 W SABINE, CARTHAGE, TX 75633
DENISON	DESNTXHODS0	DGTL/5ES	552	8225	4071	600 W CRAWFORD, DENISON, TX 75020
DLLS-ADDISON 239	DLLSTXADCG0	1SPC/1AAP	552	8406	4048	5820 ALPHA RD, ADDISON, TX 75240
DLLS-ADDISON 239	DLLSTXADD0	DGTL/D100	552	8406	4048	5820 ALPHA RD, ADDISON, TX 75240
DLLS-CEDAR HILL	DLLSTXCHDS0	DGTL/5ES	552	8486	4046	610 W BELTLINE RD, CEDAR HILL, TX 75014
DLLS-DAVIS 321	DLLSTXDACG0	1SPC/1AAP	552	8422	4023	1255 TAVAROS, DALLAS, TX 75218
DLLS-DIAMOND 341	DLLSTXDICG0	1SPC/1AAP	552	8411	4029	9920 AUDELIA, DALLAS, TX 75238
DLLS-DANIELDALE	DLLSTXDND0	DGTL/5ES	552	8467	4027	9400 BLUE CREST, DALLAS, TX 75232
DLLS-DESOTO	DLLSTXDSDS0	DGTL/5ES	552	8482	4028	802 S HAMPTON, DESOTO, TX 75208
DLLS-DUNCANVILLE	DLLSTXDVCG0	1SPC/1AAP	552	8470	4043	200 S HASTINGS, DUNCANVILLE, TX 75116
DLLS-EMERSON	DLLSTXEMDS0	DGTL/5ES	552	8418	4040	8643 HILLCREST, DALLAS, TX 75225
DLLS-EVERGREEN	DLLSTXEVD0	DGTL/5ES	552	8431	4016	7611 MILITARY PKWY, DALLAS, TX 75227
DLLS-EXPRESS 391	DLLSTXEXDS0	DGTL/5ES	552	8441	4010	8120 ELAM RD, DALLAS, TX 75217
DLLS-FARMERS BRN	DLLSTXFBCG0	1SPC/1AAP	552	8414	4064	13303 DENTON, DALLAS, TX 75234
DLLS-FEDERAL 331	DLLSTXFEDS0	DGTL/5ES	552	8453	4043	2400 S WESTMORELAND, DALLAS, TX 75211
DLLS-FLEETWOOD	DLLSTXFLDS0	DGTL/5ES	552	8425	4049	8333 LEMMON AVE, DALLAS, TX 75209
DLLS-FRANKLIN	DLLSTXFRCG0	1SPC/1AAP	552	8453	4027	2007 E ANN ARBOR, DALLAS, TX 75216
DLLS-GR PRAIRIE	DLLSTXGPCG0	1SPC/1AAP	552	8456	4064	1423 SMALL ST, GRAND PRAIRIE, TX 75050
DLLS-HAMILTON	DLLSTXHACG0	1SPC/1AAP	552	8438	4030	2621 S HARWOOD, DALLAS, TX 75215
DLLS-HUTCHINS	DLLSTXHUDS0	DGTL/5ES	552	8457	4009	MAIN & ATHENS, HUTCHINS, TX 75141
DLLS-LAKESIDE	DLLSTXLADS0	DGTL/5ES	552	8430	4039	4211 IRVING AVE, DALLAS, TX 75219
DLLS-LANCASTER	DLLSTXLNDS0	DGTL/5ES	552	8470	4015	601 PLEASANT RUN, LANCASTER, TX 75146
DLLS-MID CITIES	DLLSTXMCCG0	1SPC/1AAP	552	8463	4072	2513 SHERMAN, GRAND PRAIRIE, TX 75050
DLLS-MID CITIES	DLLSTXMCDS0	DGTL/5ES	552	8463	4072	2513 SHERMAN, GRAND PRAIRIE, TX 75050
DLLS-MELROSE	DLLSTXMECG0	1SPC/1AAP	552	8435	4050	760 W MOCKINGBIRD, DALLAS, TX 75247
DLLS-MELROSE	DLLSTXMECG1	1SPC/1AAP	552	8435	4050	760 W MOCKINGBIRD, DALLAS, TX 75247
DLLS-MESQUITE	DLLSTXMSDS0	DGTL/5ES	552	8425	4000	321 W KIMBROUGH, MESQUITE, TX 75149
DLLS-NO MESQUITE	DLLSTXNMCG0	1SPC/1AAP	552	8418	4011	2943 OATES DR, MESQUITE, TX 75150
DLLS-NORTHLAKE	DLLSTXNODS0	DGTL/5ES	552	8424	4069	625 E ROYAL LN, IRVING, TX 75062
DLLS-RENNER 248	DLLSTXRECG0	1SPC/1AAP	552	8397	4057	17451 DALLAS PKWY, DALLAS, TX 75287
DLLS-RIVERSIDE	DLLSTXRICG2	1SPC/1AAP	552	8437	4035	308 S AKARD, DALLAS, TX 75202
DLLS-RIVERSIDE	DLLSTXRIDS0	DGTL/5ES	552	8437	4035	308 S AKARD, DALLAS, TX 75202
DLLS-RICHARDSON	DLLSTXRNDS0	DGTL/5ES	552	8398	4037	200 E TYLER, RICHARDSON, TX 75081

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DLLS-ROSS AVENUE	DLLSTXRODS0	DGTL/5ES	552	8435	4035	2404 ROSS AVE, DALLAS, TX 75201
DLLS-RYLIE 286	DLLSTXRYDS0	DGTL/5ES	552	8443	4000	11429 RAVENVIEW, DALLAS, TX 75253
DLLS-SEAGOVILLE	DLLSTXSEDS0	DGTL/5ES	552	8445	3982	106 E ADKINS, SEAGOVILLE, TX 75159
DLLS-TAYLOR	DLLSTXTA04T	DGTL/D1/2	552	8432	4033	4211 BRYAN ST, DALLAS, TX 75204
DLLS-TAYLOR 821	DLLSTXTADS0	DGTL/5ES	552	8432	4033	4211 BRYAN ST, DALLAS, TX 75204
DLLS-WHITEHALL	DLLSTXWHCG0	1SPC/1AAP	552	8445	4036	200 W NINTH, DALLAS, TX 75208
EDINBURG 383	EDBGTXEBCG0	1SPC/1AAP	568	9831	3759	201 W. MAHL, EDINBURG, TX 78539
EAGLE PASS-PROSP	EGPSTXEPDS0	DGTL/D100	566	9505	4370	416 MONROE, EAGLE PASS, TX 78852
ELPS-EAST	ELPSTXEADS0	DGTL/D100	540	9222	5652	3103 AURORA, EL PASO, TX 79930
ELPS-HACIENDA	ELPSTXHADS0	DGTL/D100	540	9225	5630	7945 PARRAL, EL PASO, TX 79915
ELPS MAIN 532	ELPSTXMACG0	1SPC/1AAP	540	9231	5655	500 TEXAS ST RM 318, EL PASO, TX 79901
ELPS-MCCOMBS	ELPSTXMSDS0	DGTL/5ES	540	9191	5652	5845 SEAN HAGGERTY DR, EL PASO, TX 79934
ELPS NO EAST 751	ELPSTXNECG0	1SPC/1AAP	540	9204	5651	5001 HONDO PASS, EL PASO, TX 79924
ELPS-NORTH	ELPSTXNODS0	DGTL/5ES	540	9220	5676	100 SUNSET, EL PASO, TX 79922
ELPS SO EAST 779	ELPSTXSECG0	1SPC/1AAP	540	9225	5643	6045 GRIEMS CT, EL PASO, TX 79905
ELPS SANDHILLS	ELPSTXSHDS0	DGTL/5ES	540	9219	5617	2851 N ZARAGOSA, EL PASO, TX 79936
ELPS YSLETA 858	ELPSTXYSDS0	DGTL/5ES	540	9237	5618	520 IVEY, EL PASO, TX 79927
ENNIS	ENNSTXTRDS0	DGTL/D100	552	8515	3968	208 W CROCKETT, ENNIS, TX 75119
FREEPORT	FRPTTXFRDS0	DGTL/5ES	560	9096	3468	1021 W. BROAD, FREEPORT, TX 77541
FRISCO-ESSEX 377	FRSCTXESDS0	DGTL/5ES	552	8364	4069	206 S 5TH ST, FRISCO, TX 75034
FTWO-ARLNGTN SO	FTWOTXARCG0	1SPC/1AAP	552	8480	4080	4801 MATLOCK RD, ARLINGTON, TX 76018
FTWO-ATLAS	FTWOTXATCG0	1SPC/1AAP	552	8458	4108	3412 BOOTH CALLOWAY, FT WORTH, TX 76118
FTWO-WEDGEWOOD	FTWOTXAXCG0	1SPC/1AAP	552	8501	4127	4420 WEDGEMONT CIR, FT WORTH, TX 76133
FTWO-BENBROOK	FTWOTXBBDS0	DGTL/5ES	552	8505	4141	1020 COZBY SOUTH ST, FT WORTH, TX 76126
FTWO-BURLESON	FTWOTXBNDS0	DGTL/5ES	552	8520	4105	206 W RENFRO, BURLESON, TX 76028
FTWO-MANSFIELD	FTWOTXBRDS0	DGTL/D100	552	8503	4076	216 SMITH ST, MANSFIELD, TX 76063
FTWO-NO RICHLAND	FTWOTXBUCG0	1SPC/1AAP	552	8451	4116	6636 WATAUGA RD, WATAUGA, TX 76148
FTWO-CROWLEY	FTWOTXBYDS0	DGTL/5ES	552	8518	4118	308 W PECAN, CROWLEY, TX 76036
FTWO-SAGINAW	FTWOTXCEDS0	DGTL/D100	552	8458	4134	1611 WATAUGA RD, FT WORTH, TX 76131
FTWO-WESTLAND	FTWOTXCIDS0	DGTL/5ES	552	8494	4147	3309 ALEMEDA, FT WORTH, TX 76116
FTWO-CENTREPORT	FTWOTXCPDS0	DGTL/D100	552	8445	4082	4255 AMON CARTER, FT WORTH, TX 76155
FTWO-ARLNGTN CR	FTWOTXCRCG1	1SPC/1AAP	552	8467	4084	312 W ABRAHAM, ARLINGTON, TX 76010
FTWO-ARLNGTN CR	FTWOTXCRDS0	DGTL/D100	552	8467	4084	312 W ABRAHAM, ARLINGTON, TX 76010
FTWO-EDGECLIFF	FTWOTXECCG0	1SPC/1AAP	552	8505	4110	7220 S FREEWAY, FT WORTH, TX 76134
FTWO-EDISON	FTWOTXED03T	DGTL/D1/2	552	8479	4122	1116 HOUSTON, FT WORTH, TX 76102
FTWO-EDISON	FTWOTXEDCG0	1SPC/1AAP	552	8479	4122	1116 HOUSTON, FT WORTH, TX 76102
FTWO-EDISON	FTWOTXEDCG1	1SPC/1AAP	552	8479	4122	1116 HOUSTON, FT WORTH, TX 76102
FTWO-EDISON	FTWOTXEDDS0	DGTL/D100	552	8479	4122	1116 HOUSTON, FT WORTH, TX 76102
FTWO-EDISON	FTWOTXEDDS3	DGTL/5ES	552	8479	4122	1116 HOUSTON, FT WORTH, TX 76102

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FTWO-EULESS	FTWOTXEUCG0	1SPC/1AAP	552	8445	4066	106 ROSS AVE, EULESS, TX 76040
FTWO-GLENDALE	FTWOTXGLCG0	1SPC/1AAP	552	8475	4105	6000 CLAIG ST, FT WORTH, TX 76112
FTWO-JEFFERSON	FTWOTXJECG0	1SPC/1AAP	552	8480	4113	3228 AVENUE G, FT WORTH, TX 76105
FTWO-KENNEDALE	FTWOTXKECG0	1SPC/1AAP	552	8492	4097	500 CHITWOOD, KENNEDALE, TX 76060
FTWO-LAKE WORTH	FTWOTXLWDS0	DGTL/D100	552	8474	4146	6724 TELEPHONE RD, FT WORTH, TX 76135
FTWO-MARKET	FTWOTXMADS0	DGTL/D100	552	8474	4132	2401 CHESTNUT, FT WORTH, TX 76106
FTWO-PERSHING	FTWOTXPECG0	1SPC/1AAP	552	8487	4135	5400 PERSHING, FT WORTH, TX 76107
FTWO-TERMINAL	FTWOTXTEDS0	DGTL/D100	552	8471	4119	1128 EAGLE DR, FT WORTH, TX 76111
FTWO-WALNUT	FTWOTXWACG0	1SPC/1AAP	552	8488	4121	1414 W BOWIE, FT WORTH, TX 76110
FTWO-WH SETTLEMNT	FTWOTXWSDS0	DGTL/5ES	552	8486	4146	8228 WHITE SETTLEMENT, FTWORTH, TX 76108
GLTN-SHERWOOD	GLTNTXSHDS0	DGTL/D100	560	8992	3402	2102 59TH ST, GALVESTON, TX 77550
GLTN-SOUTHFIELD	GLTNTXSOCG0	1SPC/1AAP	560	8985	3397	622 ROSENBERG, GALVESTON, TX 77550
GREENVILLE	GNVLTXLDS0	DGTL/D100	552	8317	3949	2702 WESLEY, GREENVILLE, TX 75401
GRANBURY	GRBYTXRADS0	DGTL/5ES	552	8572	4178	319 W BLUFF, GRANBURY, TX 76048
GAINESVILLE	GSVLTXHODS0	DGTL/5ES	552	8291	4162	203 E BROADWAY, GAINESVILLE, TX 76240
HUNTSVILLE	HNVTXHNDSD0	DGTL/D1/2	560	8758	3650	1014 13TH ST, HUNTSVILLE, TX 77340
HARLINGEN 423	HRLNTXHGGC0	1SPC/1AAP	568	9819	3664	401 E.VAN BUREN, HARLINGEN, TX 78550
HSTN-NATIONAL	HSTNTX0801T	DGTL/D100	560	8870	3642	3303 WESLAYAN, HOUSTON, TX 77027
HSTN-ALDINE 442	HSTNTXADCG0	1SPC/1AAP	560	8908	3542	11630 HARTLEY, HOUSTON, TX 77093
HSTN-AIRLINE 445	HSTNTXAIDS0	DGTL/D100	560	8912	3560	1214 BLUEBELL RD, HOUSTON, TX 77038
HSTN-ALIEF 495	HSTNTXALDS0	DGTL/5ES	560	8970	3570	9304 KIRKWOOD, HOUSTON, TX 77036
HSTN-APOLLO 480	HSTNTXAPCG0	1SPC/1AAP	560	8959	3480	623 EL DORADO, HOUSTON, TX 77058
HSTN-BAMMEL 440	HSTNTXBACG0	1SPC/1AAP	560	8903	3577	12835 VETERANS MEMORIAL, HOUSTON, TX 77014
HSTN-BARKER 492	HSTNTXBRCG0	1SPC/1AAP	560	8955	3595	214 RENNIE RD, KATY, TX 77450
HSTN-BUFFALO 493	HSTNTXBUDS0	DGTL/5ES	560	8958	3577	2101 DAIRY ASHFORD, HOUSTON, TX 77077
HSTN-BLUE RDGE W	HSTNTXBWCG0	1SPC/1AAP	560	8980	3542	6302 MCHARD, HOUSTON, TX 77053
HSTN-CAPITOL 220	HSTNTXCACG1	1SPC/1AAP	560	8938	3536	1121 CAPITOL, HOUSTON, TX 77002
HSTN-CAPITOL 220	HSTNTXCACG2	1SPC/1AAP	560	8938	3536	1121 CAPITOL, HOUSTON, TX 77002
HSTN-CLAY 650	HSTNTXCLCG1	1SPC/1AAP	560	8938	3537	1200 CLAY, HOUSTON, TX 77002
HSTN-CLAY 650	HSTNTXCLCG2	1SPC/1AAP	560	8938	3537	1200 CLAY, HOUSTON, TX 77002
HSTN-CLAY 650	HSTNTXCLDS0	DGTL/5ES	560	8938	3537	1200 CLAY, HOUSTON, TX 77002
HSTN-DEER PARK 4	HSTNTXDPCG0	1SPC/1AAP	560	8929	3490	418 CENTER, DEERPARK, TX 77536
HSTN-E HOUSTON 4	HSTNTXEHC0	1SPC/1AAP	560	8904	3522	10201 JOHN RALSTON RD, HOUSTON, TX 77044
HSTN-FAIRBANKS 4	HSTNTXFACG0	1SPC/1AAP	560	8930	3572	14101 ASTON, HOUSTON, TX 77040
HSTN-FRIENDSWOOD	HSTNTXFRCG0	1SPC/1AAP	560	8969	3489	106 EDGEWOOD AVE, FRIENDSWOOD, TX 77546
HSTN-GLENDALE 45	HSTNTXGLCG0	1SPC/1AAP	560	8922	3509	1245 DWIGHT, HOUSTON, TX 77015
HSTN-GREENSPOINT	HSTNTXGPDS0	DGTL/5ES	560	8904	3564	939 W. GREENS ROAD, HOUSTON, TX 77067
HSTN-GREENWOOD 4	HSTNTXGRCG0	1SPC/1AAP	560	8935	3506	207 S. MUNGER, PASADENA, TX 77502
HSTN-HOMESTEAD 4	HSTNTXHOCG1	1SPC/1AAP	560	8942	3566	1015 BADE, HOUSTON, TX 77055

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HSTN-HUDSON 941	HSTNTXHUDS0	DGTL/D100	560	8947	3504	510 ARKANSAS, HOUSTON, TX 77055
HSTN-IDLEWOOD 43	HSTNTXIDCG0	1SPC/1AAP	560	8971	3533	13806 ALMEDA SCHOOL RD, HOUSTON, TX 77047
HSTN-JACKSON 520	HSTNTXJACG0	1SPC/1AAP	560	8943	3540	1308 RICHMOND, HOUSTON, TX 77006
HSTN-JACKSON 520	HSTNTXJACG2	1SPC/1AAP	560	8943	3540	1308 RICHMOND, HOUSTON, TX 77006
HSTN-JACKSON 520	HSTNTXJADS1	DGTL/D100	560	8943	3540	1308 RICHMOND, HOUSTON, TX 77006
HSTN-LANGHAM CRK	HSTNTXLACG0	1SPC/1AAP	560	8936	3602	16715 FM529, HOUSTON, TX 77040
HSTN-LAPORTE 470	HSTNTXLPDS0	DGTL/D100	560	8929	3470	502 W. POLK, LA PORTE, TX 77571
HSTN-MANVEL 489	HSTNTXMADS0	DGTL/D100	560	8988	3512	7023 DEL BELLO RD, HOUSTON, TX 77578
HSTN-MED CENTER	HSTNTXMCDSD0	DGTL/5ES	560	8952	3539	7380 FANNIN, HOUSTON, TX 77030
HSTN-MISSION 641	HSTNTXMICG0	1SPC/1AAP	560	8945	3519	7347 JOPLIN, HOUSTON, TX 77016
HSTN-MOHAWK 660	HSTNTXMOCG0	1SPC/1AAP	560	8952	3546	4068 BELLAIRE BLVD., HOUSTON, TX 77025
HSTN-MOHAWK 660	HSTNTXMOCG1	1SPC/1AAP	560	8952	3546	4068 BELLAIRE BLVD., HOUSTON, TX 77025
HSTN-NATIONAL 62	HSTNTXNACG0	1SPC/1AAP	560	8946	3550	2310 WEST LANE, HOUSTON, TX 77027
HSTN-NATIONAL 62	HSTNTXNACG1	1SPC/1AAP	560	8946	3550	2310 WEST LANE, HOUSTON, TX 77027
HSTN-NATIONAL 62	HSTNTXNADS0	DGTL/5ES	560	8946	3550	2310 WEST LANE, HOUSTON, TX 77027
HSTN-NEPTUNE 631	HSTNTXNECG0	1SPC/1AAP	560	8915	3533	8733 HOMESTEAD, HOUSTON, TX 77016
HSTN-ORCHARD 671	HSTNTXORCG0	1SPC/1AAP	560	8927	3526	510 CROWN, HOUSTON, TX 77020
HSTN-OVERLAND 68	HSTNTXOVCG0	1SPC/1AAP	560	8930	3560	4112 MANGUM RD., HOUSTON, TX 77092
HSTN-OXFORD 691	HSTNTXOXCG0	1SPC/1AAP	560	8921	3544	710 BERRY RD., HOUSTON, TX 77022
HSTN-PARKVIEW 72	HSTNTXPACG0	1SPC/1AAP	560	8965	3547	11342 RICECREST, HOUSTON, TX 77035
HSTN-PRESCOTT 77	HSTNTXPRCG0	1SPC/1AAP	560	8963	3558	8803 BRAE ACRES, HOUSTON, TX 77036
HSTN-PRESCOTT 77	HSTNTXPRCG1	1SPC/1AAP	560	8963	3558	8803 BRAE ACRES, HOUSTON, TX 77036
HSTN-REPUBLIC 73	HSTNTXRECG0	1SPC/1AAP	560	8954	3526	8301 JUTLAND, HOUSTON, TX 77033
HSTN-RIVERSIDE 7	HSTNTXRICS0	DGTL/D100	560	8949	3533	3247 YELLOWSTONE, HOUSTON, TX 77021
HSTN-SATSUMA 469	HSTNTXSACG0	1SPC/1AAP	560	8917	3590	11239 JONES RD, HOUSTON, TX 77070
HSTN-SUNSET 780	HSTNTXSUDS0	DGTL/5ES	560	8952	3563	2538 FONDREN RD, HOUSTON, TX 77042
HSTN-UNDERWOOD 8	HSTNTXUNCG0	1SPC/1AAP	560	8933	3545	750 HEIGHTS BLVD, HOUSTON, TX 77007
HSTN-WALNUT 921	HSTNTXWACG0	1SPC/1AAP	560	8936	3525	6745 HARRISBURG, HOUSTON, TX 77011
HSTN-WESTFIELD 4	HSTNTXWECG0	1SPC/1AAP	560	8892	3556	18407 ALDINE WESTFIELD, HOUSTON, TX 77073
HSTN-ELLINGTON W	HSTNTXWLCG0	1SPC/1AAP	560	8954	3496	12603 CONKLIN LN, HOUSTON, TX 77034
HSTN-WYDOWN 991	HSTNTXWYDS0	DGTL/D100	560	8959	3513	7402 ALMEDA GENOA, HOUSTON, TX 77034
JSPR-ODDLEY 384	JSPRTXDUDS0	DGTL/D100	562	8603	3399	231 E MILAM ST, JASPER, TX 75951
KINGSVILLE 592	KGVLTXKVDS0	DGTL/D100	564	9566	3601	330 E. KING, KINGSVILLE, TX 78363
LAREDO 722	LARDTXLADS0	DGTL/5ES	566	9680	4098	902 SAN EDUARDO, LARDEO, TX 78040
LBCK-FRANKFORD	LBCKTXFRDS0	DGTL/D100	544	8619	4971	5711 98TH ST, LUBBOCK, TX 79424
LBCK-PARKVIEW	LBCKTXPADS0	DGTL/5ES	544	8611	4957	AVE P & 82ND STREET, LUBBOCK, TX 79408
LBCK-PORTER SHER	LBCKTXPSCG0	1SPC/1AAP	544	8598	4962	1420 BROADWAY FLR.1, LUBBOCK, TX 79401
LBCK-PORTER SHER	LBCKTXPSC5	DGTL/D1/2	544	8598	4962	1420 BROADWAY FLR.1, LUBBOCK, TX 79401
LBCK-PORTER SHER	LBCKTXPSDS1	DGTL/5ES	544	8598	4962	1420 BROADWAY FLR.1, LUBBOCK, TX 79401

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**APPENDIX DCO
SWBT TEXAS EO POIs**

LBCK-SWIFT	LBCKTXSWCG0	1SPC/1AAP	544	8605	4970	4402 34TH ST, LUBBOCK, TX 79401
LGWV-GREGGTON	LGWWTXGRDS0	DGTL/5ES	554	8349	3671	105 E NIBLICK, LONGVIEW, TX 75604
LGWV-MILTON	LGWWTXMIDS0	DGTL/5ES	554	8363	3641	RT3 FM 2963, LONGVIEW, TX 75604
LGWV-PLAZA	LGWWTXPL03T	DGTL/D1/2	554	8347	3661	214 E WHALEY, LONGVIEW, TX 75601
LGWV-PLAZA	LGWWTXPLCG0	1SPC/1AAP	554	8347	3661	214 E WHALEY, LONGVIEW, TX 75601
MCALLENMURRAY686	MCALTXMUCG0	1SPC/1AAP	568	9855	3763	721 BEECH, MC ALLEN, TX 78501
MCKN-LINDEN	MCKNTXLIDS0	DGTL/5ES	552	8340	4038	307 W KENTUCKY, MCKINNEY, TX 75069
MDLD-MUTUAL	MDLDTXMU15T	DGTL/D1/2	542	8934	4890	410 W MISSOURI, MIDLAND, TX 79701
MDLD-MUTUAL	MDLDTXMUDS0	DGTL/5ES	542	8934	4890	410 W MISSOURI, MIDLAND, TX 79701
MDLD-OXFORD	MDLDTXOXDS0	DGTL/D100	542	8940	4898	305 N MIDLAND, MIDLAND, TX 79703
MT PLEASANT 572	MNPLTXPADS0	DGTL/D100	554	8232	3756	407 N VAN BUREN, MT PLEASANT, TX 75445
MARSHALL	MRSHTXWEDS0	DGTL/5ES	554	8311	3602	216 N BOLIVAR, MARSHALL, TX 75670
MISSION 585	MSSNTXMIDS0	DGTL/D100	568	9861	3781	920 MILLER, MISSION, TX 78572
NEWBRAUNFELS 625	NBRNTXNBCG0	1SPC/1AAP	566	9145	4018	210 E SAN ANTONIO, NEWBRAUNFELS, TX 78130
NACOGDOCHES 560	NCGDTXNCDS0	DGTL/D1/2	560	8518	3569	227 MIMMS ST., NACOGODOCHES, TX 75961
NEDERLAND	NDLDTXNDDS0	DGTL/D100	562	8789	3316	844 NEDERLAND AVE., NEDERLAND, TX 77627
ODSS-EMERSON	ODSSTXEMDS0	DGTL/D100	542	8975	4932	3801 DAWN, ODESSA, TX 79762
ODSS-LINCOLN	ODSSTXLICG0	1SPC/1AAP	542	8983	4931	301 W 7TH RM 220, ODESSA, TX 79762
ORANGE 882	ORNGTXORDS0	DGTL/D100	562	8746	3281	704 ELM, ORANGE, TX 77630
PAMPA	PAMPTXPPDS0	DGTL/5ES	546	8148	4952	310 N BALLARD, PAMPA, TX 79065
PARIS SUNSET	PARSTXSUDS0	DGTL/5ES	552	8173	3897	121 2ND ST NE, PARIS, TX 75460
PHARR 787	PHRRTXPHCG0	1SPC/1AAP	568	9854	3754	224 CAGE, PHARR, TX 78577
PLAINVIEW	PLWWTXPVDS0	DGTL/D100	544	8465	4981	916 DENVER ST, PLAINVIEW, TX 79003
HSTN-PINEHURST 2	PNHRTXPNDS0	DGTL/5ES	560	8878	3627	35439 FM149, PINEHURST, TX 77362
PTAR-YUKON 882	PTARTXYUDS0	DGTL/D100	562	8802	3296	940 MARSHALL, PORT ARTHUR, TX 77640
ROCKPORT 729	RCPTTXRPDS0	DGTL/D100	564	8406	3693	215 N. PEARL, ROCKPORT, TX 78382
FTWO-ROANOKE	RONKTXWODS0	DGTL/D100	552	8423	4126	PINE & RUSK, ROANOKE, TX 76262
HSTN-RICH-ROSEBG	RSBGTXRRDS0	DGTL/5ES	560	8008	3586	1110 LOUISE, ROSENBERG, TX. 77471
SEGUINFRANKLN379	SGINTXSGDS0	DGTL/D100	566	9161	3981	403 S. RIVER, SEGUIN, TX 78155
SA BABCOCK 696	SNANTXBACG0	1SPC/1AAP	566	9209	4088	10525 HUEBNER RD, SAN ANTONIO, TX 78240
SA CAPITOL 221	SNANTXCACG0	1SPC/1AAP	566	9225	4062	105AUDITORIUMCIRCLE, SANANTONIO, TX 78205
SA CAPITOL 221	SNANTXCACG1	1SPC/1AAP	566	9225	4062	105AUDITORIUMCIRCLE, SANANTONIO, TX 78205
SA CAPITOL 221	SNANTXCADS2	DGTL/5ES	566	9225	4062	105AUDITORIUMCIRCLE, SANANTONIO, TX 78205
SA CULEBRA 684	SNANTXCUCG0	1SPC/1AAP	566	9223	4092	5612 GRISSOM RD., SAN ANTONIO, TX 78250
SA CULEBRA 684	SNANTXCUDS0	DGTL/D100	566	9223	4092	5612 GRISSOM RD., SAN ANTONIO, TX 78250
SA DIAMOND 342	SNANTXDICG0	1SPC/1AAP	566	9209	4076	103 ADOBE, SAN ANTONIO, TX 78213
SA EDISON 333	SNANTXEDDS0	DGTL/D100	566	9228	4044	4530 SINCLAIR RD, SAN ANTONIO, TX 78222
SA FRATT 655	SNANTXFRCG0	1SPC/1AAP	566	9198	4052	5311 SHERRI ANN, SAN ANTONIO, TX 78233
SA FRATT 655	SNANTXFRDS0	DGTL/D100	566	9198	4052	5311 SHERRI ANN, SAN ANTONIO, TX 78233

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**APPENDIX DCO
SWBT TEXAS EO POIs**

SA GENERAL 432	SNANTXGECG0	1SPC/1AAP	566	9229	4075	142 N GEN MCMULLEN, SAN ANTONIO, TX 78237
SA LACKLAND 674	SNANTXLADS0	DGTL/D100	566	9242	4090	103 PILAR, SAN ANTONIO, TX 78227
SA LEHIGH 532	SNANTXLECG0	1SPC/1AAP	566	9230	4059	103 GROVE AVE, SAN ANTONIO, TX 78210
SNAN-MARTINEZ	SNANTXMADS0	DGTL/D100	566	9215	4045	1427 ACKERMANN RD, SAN ANTONIO, TX 78219
SA MEDCENTER 962	SNANTXMCDSD0	DGTL/5ES	566	9215	4086	4949 VON SCHEEL DR, SANANTONIO, TX 78229
SA PERSHING 732	SNANTXPECG0	1SPC/1AAP	566	9221	4070	110 WARNER, SAN ANTONIO, TX 78201
SA SHAVANO 492	SNANTXSLDS0	DGTL/D100	566	9198	4086	15606NWMILITARYHWY, SANANTOINIO, TX 78231
SA TAYLOR 822	SNANTXTACG0	1SPC/1AAP	566	9213	4062	5441 BROADWAY, SAN ANTONIO, TX 78209
SA UNIV CITY 658	SNANTXUCDS0	DGTL/D100	566	9187	4037	201 W LINDBERG, UNIVERSAL CITY, TX 78148
SA WALNUT 922	SNANTXWACG0	1SPC/1AAP	566	9240	4063	302 W. MAYFIELD, SAN ANTONIO, TX 78221
SNAN-WETMORE	SNANTXWEDSD0	DGTL/5ES	566	9190	4073	17219 HWY. 281 N., SAN ANTONIO, TX 78232
HSTN-SPRING-NOR	SPRNTXNODSD0	DGTL/5ES	560	8864	3585	114 ROBINSON RD, SPRING, TX 77373
HSTN-SPRING-SOU	SPRNTXSOCG0	1SPC/1AAP	560	8879	3576	1522 SPRING CYPRESS RD, SPRING, TX 77373
HSTN-TOM KLEIN 2	TBLLTXLKCG0	1SPC/1AAP	560	8892	3592	7638 SPRING CYPRESS RD, SPRING, TX 77379
HSTN-TOMBALL 255	TBLLTXTBDS0	DGTL/5ES	560	8889	3609	212 W. COMMERCE, TOMBALL, TX 77375
TMPL DOWNTOWN 773	TMPLTXDNCG0	1SPC/1AAP	556	8812	3992	117 N. FIRST, TEMPLE, TX 76501
TERRELL 563	TRRLTXJODSD0	DGTL/D100	552	8410	3943	210 N ROCKWALL, TERRELL, TX 75160
TXCY-TEXAS CITY	TXCYTXCDS0	DGTL/5ES	560	8975	3424	622 FIFTH AVE N, TEXAS CITY, TX 77590
TYLER-LYRIX	TYLRTXLYCG0	1SPC/1AAP	554	8417	3744	611 W ELM, TYLER, TX 75802
TYLER-SOUTH	TYLRTXSODSD0	DGTL/D100	554	8428	3740	400 RICE RD, TYLER, TX 75707
VICTORIA 573	VCTATXVICG0	1SPC/1AAP	564	9246	3747	807 N. EAST, VICTORIA, TX 77901
WACO WASHINGTON	WACOTX01CG0	1SPC/1AAP	556	8705	3994	925 WASHINGTON, WACO, TX 76693
WACO WASHINGTON	WACOTX01DS1	DGTL/5ES	556	8705	3994	925 WASHINGTON, WACO, TX 76693
WACO PRESCOTT	WACOTXPRDS0	DGTL/D100	556	8717	4001	620 OWEN LN., WACO, TX 76710
WACO SWIFT	WACOTXSWDS0	DGTL/D100	556	8695	3992	2525 MONTROSE, WACO, TX 76705
WCFL-CALLFIELD	WCFLTXCFCG0	1SPC/1AAP	548	8335	4419	4010 CALLFIELD, WICHITA FALLS, TX 76301
WCFL-CALLFIELD	WCFLTXCFRS1	DGTL/5ES	548	8335	4419	4010 CALLFIELD, WICHITA FALLS, TX 76301
WCFL-LAMAR	WCFLTXNICG0	1SPC/1AAP	548	8323	4412	812 NINTH ST, WICHITA FALLS, TX 76301
WCFL-LAMAR	WCFLTXNIDS2	DGTL/5ES	548	8323	4412	812 NINTH ST, WICHITA FALLS, TX 76301
WEATHERFORD	WTFRTXLYDS0	DGTL/5ES	552	8508	4206	117 W COLUMBIA, WEATHERFORD, TX 76086
WAXAHACHIE 937	WXHCTXWEDSD0	DGTL/D100	552	8517	4011	306 W ROGERS, WAXAHACHIE, TX 75165

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BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION
STATE OF MISSOURI

Joint Application of Southwestern Bell Telephone)
Company and Aerial Communications, Inc. for) Case No. _____
Approval of Interconnection Agreement Under the)
Telecommunications Act of 1996.)

AFFIDAVIT OF WILLIAM C. BAILEY

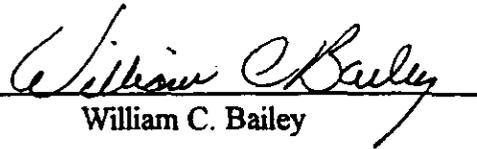
STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

Before me, the Undersigned Authority, on the 29th day of January, 1998, personally appeared William C. Bailey, of Southwestern Bell Telephone Company who, upon being by me duly sworn on oath deposed and said the following:

1. My name is William C. Bailey. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Executive Director-Regulatory and Industry Relations for Southwestern Bell Telephone Company, and I have knowledge concerning the Interconnection Agreement between Southwestern Bell Telephone Company and Aerial Communications, Inc. I have personal knowledge of the provisions of the Interconnection Agreement. After Aerial submitted its letter requesting negotiations, the parties diligently negotiated and executed an Interconnection Agreement on November 6, 1997 for Southwestern Bell and November 24, 1997 for Aerial.
2. The Interconnection Agreement, together with Attachments A and B and two Appendices incorporated therein are an integrated package and are the result of negotiation and compromise between competitors.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration.
4. The implementation of this Interconnection Agreement is consistent with the public interest, convenience and necessity. Once Aerial is certificated and has effective tariffs, the Interconnection Agreement will further the transition of telecommunications competition in the State of Missouri, a policy of this State and the United States. The Interconnection Agreement allows diversity in providers, and increases customer choices for telecommunications services.
5. This Interconnection Agreement does not discriminate against any telecommunications carrier. The Interconnection Agreement is available to any

similarly situated local service provider in negotiating a similar Interconnection Agreement.

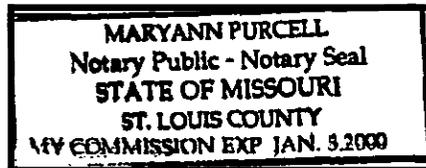
6. This Interconnection Agreement is consistent with the Missouri legislation which became effective on August 28, 1996.


William C. Bailey

Subscribed and sworn to before me this 29th day of January, 1998.

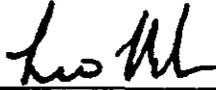

Notary Public

My Commission Expires: January 5, 2000



CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by first-class postage prepaid, U.S. Mail on January 29, 1998.



Leo J. Bub

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