

OTTSEN, MAUZÉ, LEGGAT & BELZ, L.C.

ATTORNEYS AT LAW
THE MIDVALE BUILDING
112 SOUTH HANLEY
ST. LOUIS, MISSOURI 63105-3418
(314) 726-2800

JAMES F. MAUZÉ

FACSIMILE
(314) 863-3821
E-MAIL
jfmauze@msn.com

May 12, 2005

FILED³

MAY 18 2005

VIA UPS OVERNIGHT DELIVERY

The Honorable Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
200 Madison St., 1st Floor Records Dept.
Jefferson City, Missouri 65102

Missouri Public
Service Commission

**RE: Amendment to Agreement for Interconnection and
Reciprocal Compensation by and between Southwestern
Bell Telephone, L.P. d/b/a SBC Missouri and Verizon
Wireless (VAW) LLC d/b/a Verizon Wireless, and To
Adopt Same**

Dear Judge Roberts:

Attached please find an original and four (4) copies of a Petition to Adopt an Amendment to Agreement for Interconnection and Reciprocal Compensation by and between Southwestern Bell Telephone, L.P. d/b/a SBC Missouri and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, and to Adopt Same by Cellco Partnership and CyberTel Cellular Telephone Company. The purpose of this Amendment and Adoption is to permit Cellco and CyberTel to operate under the same Agreement for Interconnection and Reciprocal Compensation with SBC that Verizon Wireless operates, and to address certain issues with the Agreement arising as a result of such adoption.

Please file this Amendment in your usual manner, and return the extra-enclosed copy with the date of filing stamped thereon to the undersigned in the enclosed, self-addressed stamped envelope. If you have any questions, please contact the undersigned. Thank you for your attention to and assistance with this matter.

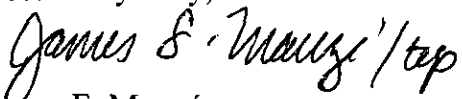
OTTSEN, MAUZÉ, LEGGAT & BELZ, L.C.

The Honorable Dale Hardy Roberts

May 12, 2005

Page 2

Yours very truly,


James F. Mauzé

JFM\wh
Enclosure

cc: General Counsel, Staff of Missouri Public Service
Commission (w/attachment; via regular mail)
Office of the Public Counsel (w/attachment; via regular mail)
SBC Legal Department (w/attachment; via regular mail)
Charon Harris Phillips (w/attachment; via regular mail)

FILED³

MAY 13 2005

Missouri Public
Service Commission

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of an Amendment to and Adoption)
of an Agreement for Interconnection and)
Reciprocal Compensation by and between Verizon) Case No.
Wireless (VAW) LLC d/b/a Verizon Wireless and)
Southwestern Bell Telephone Company)

PETITION TO APPROVE AMENDMENT TO AGREEMENT
FOR INTERCONNECTION AND RECIPROCAL
COMPENSATION AND TO ADOPT SAME

COME NOW Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("VZW"),
Cellco Partnership d/b/a Verizon Wireless ("Cellco") and CyberTel Cellular Telephone
Company d/b/a Verizon Wireless ("CyberTel"), pursuant to 47 U.S.C. §252(e)(1), and for their
Petition to Approve Amendment to Agreement for Interconnection and Reciprocal
Compensation and to Adopt Same, hereby state as follows:

1. Verizon Wireless (VAW) LLC d/b/a Verizon Wireless is a Delaware
limited liability company with its principal offices at 180 Washington Valley Road, Bedminster,
New Jersey 07921. A certified copy of VZW's Certificate of Authority to Transact Business in
the State of Missouri is attached hereto as Exhibit A and by this reference made a part hereof.

2. Cellco Partnership d/b/a Verizon Wireless ("Cellco") is a Delaware
general partnership with its principal offices at 180 Washington Valley Road, Bedminster, New
Jersey 07921. A certified copy of Cellco's Registration of Fictitious Name is attached hereto as
Exhibit B and by this reference made a part hereof.

3. CyberTel Cellular Telephone Company d/b/a Verizon Wireless
("CyberTel") is a Missouri general partnership with its principal offices at 180 Washington

Valley Road, Bedminster, New Jersey 07921. A certified copy of CyberTel's Registration of Fictitious Name is attached hereto as Exhibit C and by this reference made a part hereof.

4. Each of VZW, Cellco and CyberTel provide wireless telecommunications service within their respective service areas located in the State of Missouri under the "Verizon Wireless" name pursuant to licenses issued by the Federal Communications Commission.

5. The names, titles, and addresses of persons to whom correspondence, communications, orders, and decisions in this matter are to be sent are as follows:

Charon Phillips
Regulatory Counsel
Verizon Wireless
1300 I Street NW - Suite 400 West
Washington, D.C. 20005
Phone: (202) 589-3777
Facsimile: (202) 589-3750
E-mail: Charon.Phillips@VerizonWireless.com

and to:

James F. Mauzé, Esq.
Thomas E. Pulliam, Esq.
Ottsen, Mauzé, Leggat & Belz, L.C.
112 South Hanley Road, 2nd Floor
St. Louis, Missouri 63105
Phone: (314) 726-2800
Facsimile: (314) 863-3821
E-mail: jfmauze@msn.com
tepulliam@aol.com

6. On December 1, 1997, VZW (then known as CMT Partners) and Southwestern Bell Telephone Company (predecessor in interest to Southwestern Bell Telephone, L.P. d/b/a SBC Missouri ("SBC Missouri")) entered into an Agreement for Interconnection and Reciprocal Compensation approved by this Commission in Case No. TO-98-96 (the "Interconnection Agreement").

7. The predecessor to Cellco and CyberTel entered into a separate Agreement for Interconnection and Reciprocal Compensation with Southwestern Bell Telephone Company on August 27, 1997, which such Agreement was approved by this Commission in Case No. TO-97-523.

8. VZW, Cellco and CyberTel all now wish to operate under the Interconnection Agreement rather than separate interconnection agreements.

9. SBC Missouri, VZW, Cellco and CyberTel each executed an Amendment to the Interconnection Agreement in the form of the Amendment attached hereto as Exhibit D and by this reference made a part hereof. Said Amendment establishes that SBC Missouri does not object to the adoption of the Interconnection Agreement by either Cellco or CyberTel.

10. Approval of this Petition and the Amendment will allow the parties to simplify the administration of their business relationships and simplify and become more efficient in certain aspects of the operations of VZW, Cellco and CyberTel.

11. It is the intention of SBC Missouri, CyberTel and Cellco that, upon the approval of this Petition and authorization of the Commission permitting Cellco and CyberTel to adopt the Interconnection Agreement, that the Agreement for Interconnection and Reciprocal Compensation by and between SBC Missouri's predecessor and Cellco and CyberTel's predecessor dated August 27, 1997 be terminated and rendered of no further force and effect.

12. Neither VZW, Cellco or CyberTel has any pending action or final unsatisfied judgments or decisions against them from any state or federal agency or court which involves customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Petition.

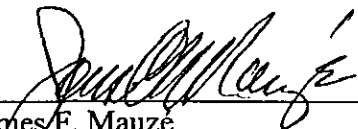
13. No annual report or assessment fees are overdue for either VZW, Cellco or CyberTel.

WHEREFORE, Applicants Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, Cellco Partnership d/b/a Verizon Wireless and CyberTel Cellular Telephone Company d/b/a Verizon Wireless hereby request the Commission: (1) to approve the Amendment to the Interconnection Agreement in the form of the Amendment attached to this Petition as Exhibit D; (2) to approve and authorize the full and complete adoption of the Interconnection Agreement, as amended, by Cellco Partnership and CyberTel Cellular Telephone Company; (3) declare void and terminate the Agreement for Interconnection and Reciprocal Compensation by and between Southwestern Bell Telephone Company and Ameritech Mobile Communications, Inc. dated August 27, 1997 and approved by this Commission in Case No. TO-97-523; (4) grant such other and further relief as the Commission deems necessary and proper in the circumstances.

Respectfully Submitted,

OTTSEN, MAUZÉ, LEGGAT & BELZ, L.C.

By:


James F. Mauze #18684
Thomas E. Pulliam #31036
112 South Hanley
St. Louis, Missouri 63105-3418
(314) 726-2800
(314) 863-3821 (Fax)
E-mail: jfmauze@msn.com
tepulliam@aol.com

Attorneys for Applicants Verizon Wireless (VAW)
LLC d/b/a Verizon Wireless, Cellco Partnership
d/b/a Verizon Wireless and CyberTel Cellular
Telephone Company d/b/a Verizon Wireless

STATE OF Texas)
COUNTY OF Tarrant) ss


VERIFICATION

Don Kirkpatrick, being first duly sworn, on his oath, states that he is the Lead
Negotiator on behalf of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, that he has
knowledge of the matters stated in this Application, and that said matters are true and correct to
the best of his knowledge and belief.



Don Kirkpatrick
Member Technical Staff - Network

Subscribed and sworn to before me this 27th day of April, 2005.



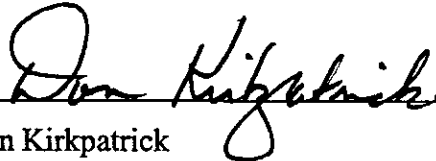
Notary Public

My Commission Expires:
07/05/08

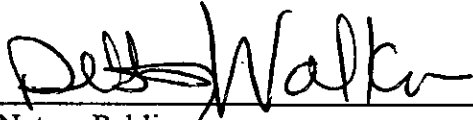
STATE OF Texas)
COUNTY OF Tarrant) ss

VERIFICATION

Don Kirkpatrick, being first duly sworn, on his oath, states that he is the Lead
Negotiator on behalf of CyberTel Cellular Telephone Company d/b/a Verizon Wireless, that he
has knowledge of the matters stated in this Application, and that said matters are true and correct
to the best of his knowledge and belief.


Don Kirkpatrick
Member Technical Staff - Network

Subscribed and sworn to before me this 27th day of April, 2005.


Notary Public


My Commission Expires:

07/05/08

STATE OF Texas,
COUNTY OF Tarrant ss

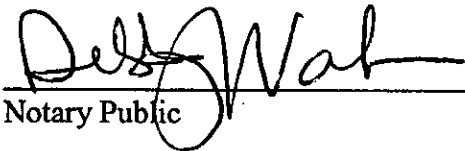
VERIFICATION

Don Kirkpatrick, being first duly sworn, on his oath, states that he is the Lead
Negotiator on behalf of Cellco Partnership d/b/a Verizon Wireless, that he has knowledge of the
matters stated in this Application, and that said matters are true and correct to the best of his
knowledge and belief.



Don Kirkpatrick
Member Technical Staff – Network

Subscribed and sworn to before me this 27th day of April, 2005.


Notary Public

My Commission Expires:

07/05/08



Robin Carnahan
Secretary of State

**CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING**

ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records of my office and in my care and custody reveal that

VERIZON WIRELESS (VAW) LLC

ing in Missouri the name

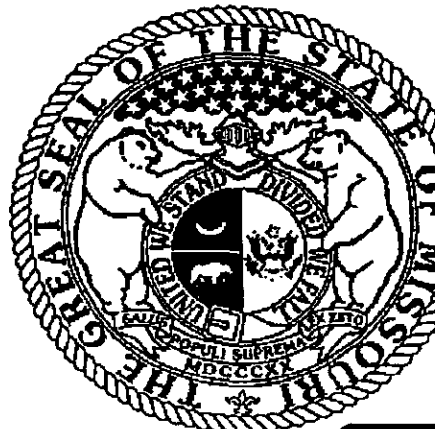
**VERIZON WIRELESS (VAW) LLC
FL0035336**

DELAWARE entity was created under the laws of this State on the 13th day of January, 2000, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 22nd day of April, 2005

Robin Carnahan

Secretary of State



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A



FL0035336

CERTIFICATE OF CORPORATE RECORDS

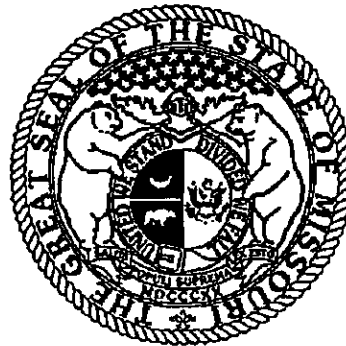
VERIZON WIRELESS (VAW) LLC

I, ROBIN CARNAHAN, Secretary of the State of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of the original documents on file and of record in this office for which certification has been requested.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 22nd day of April, 2005

Robin Carnahan

Secretary of State





STATE OF MISSOURI
Rebecca McDowell Cook, Secretary of State

Corporation Division

FILED
JAN 13 2000

SECRETARY OF STATE

**Application for Registration of a Foreign
Limited Liability Company**

(Submit in duplicate with registration fee of \$105)

- (1) The name of the foreign limited liability company is:

Vodafone AirTouch Licenses LLC

- (2) The name under which the foreign limited liability company will conduct business in Missouri is (must contain "limited company", "limited liability company", "LC", "LLC", "L.C.", or "L.L.C.") (must be filled out if different from line (1)):

- (3) The foreign limited liability company was formed under the laws of Delaware on the date of July 23, 1999 and is to dissolve on perpetual
- (state or jurisdiction)
(month/date/year or event)

- (4) The purpose of the foreign limited liability company or the general character of the business it proposes to transact in this state is:

To hold licenses issued by the Federal Communications Commission.

- (5) The name and address of the limited liability company's registered agent in Missouri is (this line must be completed and include a street address):

Corporation Service Company d/b/a
CSC-Lawyers Incorporating Service
Company

221 Bolivar Street, Jefferson City, Missouri 65101

Name

Address

City/State/Zip

The Secretary of State is appointed agent for service of process if the foreign limited liability company fails to maintain a registered agent. Note: failure to maintain a registered agent constitutes grounds to cancel the registration of the foreign limited liability company.

- (6) The address of the registered office in the jurisdiction organized. If none required, then the principal office address of the foreign limited liability company is:

Corporation Service Company, 1013 Centre Road, Wilmington, DE 19805

Name

Address

City/State/Zip

- (7) For tax purposes, is the limited liability company considered a corporation? yes ☒ no

In affirmation thereof, the facts stated above are true:

[Signature] Authorized signature (please sign and print name)
AirTouch Communications, Inc.
Its: Managing Member Authorized signature (please sign and print name)
By: Megan Pierson
Vice President, General Counsel & Secretary Authorized signature (please sign and print name)

No. FL0035336

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

**CERTIFICATE OF REGISTRATION
FOREIGN LIMITED LIABILITY COMPANY**

WHEREAS,
VODAFONE AIRTOUCH LICENSES LLC

using in Missouri the name
VODAFONE AIRTOUCH LICENSES LLC

and existing under the laws of the State of DELAWARE
has filed with this state its application for registration and
WHEREAS this application for registration conforms to the
Missouri Limited Liability Company Act;

NOW, THEREFORE, I, REBECCA McDOWELL COOK, Secretary of State,
State of Missouri, by virtue of authority vested in me by law,
do certify and declare that on the 13th day of JANUARY, 2000,
the above Foreign Limited Liability Company is duly authorized
to transact business in the State of Missouri
and is entitled to any rights granted
Limited Liability Companies.

IN TESTIMONY WHEREOF, I have set my
hand and imprinted the GREAT SEAL of
the State of Missouri, on this, the
13th day of JANUARY, 2000.



Rebecca McDowell Cook
Secretary of State

\$105.00



FL0035336

CERTIFICATE OF CORPORATE RECORDS

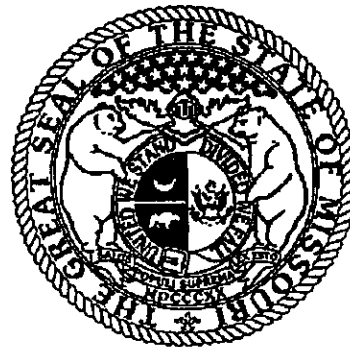
VERIZON WIRELESS (VAW) LLC

I, ROBIN CARNAHAN, Secretary of the State of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of the original documents on file and of record in this office for which certification has been requested.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 22nd day of April, 2005

Robin Carnahan

Secretary of State





State of Missouri

Rebecca McDowell Cook, Secretary of State
P.O. Box 778, Jefferson City, Mo. 65102

Corporation Division

Statement of Correction for Limited Liability Company

(Submit in duplicate with filing fee of \$25)

1. The name of the limited liability company is:

Vodafone AirTouch Licenses LLC

2. The jurisdiction under whose laws it was organized is:

DELAWARE

3. Type of document being corrected (or filed copy thereof attached):

CERTIFICATE OF REGISTRATION FOR FOREIGN LLC

4. The error to be corrected is:

THE NAME CHANGED IN THE HOME STATE TO: VERIZON WIRELESS (VAW) LLC

5. The reason for such correction is:

Name change

6. Date the original document was filed with the Missouri Secretary of State:

Jan. 13, 2000

Month/Day/Year

In affirmation thereof, the facts stated above are true:

Rebecca McDowell Cook

Authorized signature

Authorized signature

Authorized signature

FILED

OCT 02 2000

Rebecca McDowell Cook
SECRETARY OF STATE

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION

CERTIFICATE OF CORRECTION

WHEREAS, A STATEMENT OF CORRECTION WAS FILED, CHANGING THE NAME OF

VODAFONE AIRTOUCH LICENSES LLC

TO:

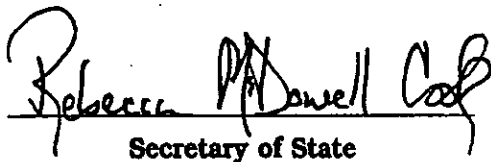
VERIZON WIRELESS (VAW) LLC

A DELAWARE LIMITED LIABILITY COMPANY

NOW, THEREFORE, I REBECCA MCDOWELL COOK, SECRETARY OF THE STATE OF MISSOURI, I ISSUE THIS CERTIFICATE OF CORRECTION.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 2ND DAY OF SEPTEMBER, 2000.

\$ 25.00


Secretary of State





X00654290

CERTIFICATE OF CORPORATE RECORDS

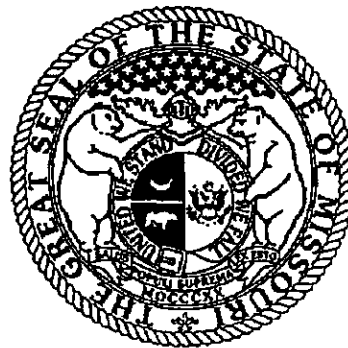
CELLCO PARTNERSHIP

I, ROBIN CARNAHAN, Secretary of the State of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of the original documents on file and of record in this office for which certification has been requested.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 22nd day of April, 2005

Robin Carnahan

Secretary of State



ENCLOSURE

B

T



State of Missouri

Robin Carnahan, Secretary of State

Corporations Division
P.O. Box 778 / 600 W. Main Street, Rm 322
Jefferson City, MO 65102

File Number: 200510950353

X00654290

Date Filed: 04/18/2005

Expiration Date: 04/18/2010

Robin Carnahan

Secretary of State

Registration of Fictitious Name

(Submit with filing fee of \$7)

(Must be typed or printed)

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417, RSMo)

The undersigned is doing business under the following name, and at the following address:

Business name to be registered: Celco Partnership

Business Address: 180 Washington Valley Road

(P.O. Box may only be used in addition to a physical street address)

City, State and Zip Code: Bedminster, NJ 07921

The parties having an interest in the business, and the percentage they own are (If a business entity is owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed.):

Name of Owners, Individual or Business Entity	Street and Number	City and State	Zip Code	If listed, Percentage of ownership must equal 100%
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See Addendum A

In Affirmation thereof, the facts stated above are true and correct :

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.060 RSMo)


Authorized Signature

Karen M. Shipman, Assistant Secretary

Printed Name

3/31/05

Date

Authorized Signature

Printed Name

Date

Authorized Signature

Printed Name

Date

Name and address to return filed document:

Name: _____

Address: _____

City, State, and Zip Code: _____

State of Missouri
Fictitious Creation 4 Page(s)



T0510816662

ADDENDUM A

Name of owners, Individuals or Business Entity	Street and Number	City and State	Zip Code	If listed, Percentage of ownership must equal 100%
Bell Atlantic Cellular Holdings, L.P.	1095 Avenue of the Americas	New York, NY	10036	10.7304%
NYNEX PCS Inc.	1095 Avenue of the Americas	New York, NY	10036	7.3150%
PCSCO Partnership	1095 Avenue of the Americas	New York, NY	10036	6.1141%
GTE Wireless Incorporated	1095 Avenue of the Americas	New York, NY	10036	29.3431%
GTE Wireless of Ohio Incorporated	1095 Avenue of the Americas	New York, NY	10036	0.6067%
GTE Consumer Services Incorporated	1095 Avenue of the Americas	New York, NY	10036	0.8906%
PCS Nucleus, L.P.	2999 Oak Road, MS-1025	Walnut Creek, CA	94596	6.2558%
JV Partnerco, LLC	2999 Oak Road, MS-1025	Walnut Creek, CA	94596	38.7443%



Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921

March 31, 2005

State of Missouri
Corporation Division
600 W. Main Street, RM 322
Jefferson City, MO 65102

Re: Fictitious Name Registration for Cellco Partnership

Dear Sir/Madam;

Please note that each of the following partners is exempt from registration pursuant to the following statutes:

Name of Owner:	Statutes:
Bell Atlantic Cellular Holdings, L.P.	§359.551 subsection 5
NYNEX PCS Inc.	§351.572 subsection 2
GTE Consumer Services Incorporated	§351.572 subsection 2
GTE Wireless of Ohio Incorporated	§351.572 subsection 2
PCS Nucleus, L.P.	§359.551 subsection 5
JV Partnerco, LLC	§347.163 subsection 5

By: Bell Atlantic Cellular Holdings, L.P.
By: Bell Atlantic Mobile Systems Inc., Its General Partner

By: NYNEX PCS Inc.

By: Jane A. Schapker
Jane A. Schapker, Assistant Secretary

By: Jane A. Schapker
Jane A. Schapker, Assistant Secretary

By: GTE Consumer Services Incorporated

By: GTE Wireless of Ohio Incorporated

By: Rosalynn Christian
Rosalynn Christian, Assistant Secretary

By: Rosalynn Christian
Rosalynn Christian, Assistant Secretary

By : PCS Nucleus, L.P.

By: Vodafone Holdings Inc., its general partner

Melissa Kennedy
Name: Melissa Kennedy
Title: Secretary

By: JV PartnerCo, LLC

By: Vodafone Americas Inc., its sole member

Melissa Kennedy
Name: Melissa Kennedy
Title: Assistant Secretary



X00187263

CERTIFICATE OF CORPORATE RECORDS

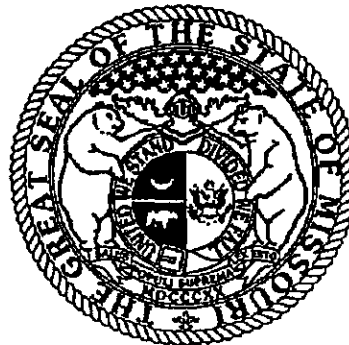
CYBERTEL CELLULAR TELEPHONE COMPANY

I, ROBIN CARNAHAN, Secretary of the State of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of the original documents on file and of record in this office for which certification has been requested.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 22nd day of April, 2005



Secretary of State



Certification Number: 7622831-1 Reference:
Verify this certificate online at <http://www.sos.mo.gov/businessentity/verification>

PERCLO-Heyman, M. J.

EXHIBIT

C

No. X 18726363**STATE OF MISSOURI**

ROY D. BLUNT, Secretary of State

CORPORATION DIVISION**Registration of Fictitious Name**

(Sec. 417.200-417.230, R.S.Mo)

TO BE FILED IN DUPLICATE

THE FILING FEE OF \$2.00 MUST ACCOMPANY THIS AFFIDAVIT. The affidavit must be signed and verified by all parties owning interest in the company. Mail with filing fee to: ROY D. BLUNT, SECRETARY OF STATE, P.O. BOX 778, JEFFERSON CITY, MISSOURI 65102. The duplicate copy will be returned to the business address of the business registered unless you indicate otherwise in your cover letter.

Make check for \$2.00 payable to the State Director of Revenue.

This information is for the use of the public and gives no protection to the name. There is no provision in this Chapter to keep another company or corporation from adopting and using the same name.

We, the undersigned, are doing business under the following name, and at the following address:

Name to be registered: CyberTel Cellular Telephone Company

Business Address (Mo., if any; if not, other): 1935 Beltway Drive

City, State, and Zip Code: Overland, Missouri 63114

The parties having an interest in the business, and the percentage they own are (if a corporation is owner, indicate corporation name and percentage owned). If all parties are jointly and severally liable, percentage of ownership need not be listed:

Name of Owners, Individual or Corporate	Street and Number	City	State	If listed, Percentage of ownership must equal 100%
<u>F292693 AG</u> CyberTel Corporation	<u>100 Ludwig Drive</u>	<u>Fairview Heights</u>	<u>ILL</u>	<u>077.5%</u>
<u>DY0053 AC</u> Cellular Mobile Systems of Missouri	<u>329 Alfred Avenue</u>	<u>Teaneck</u>	<u>NJ</u>	<u>015.0%</u>
<u>Gensub, Inc. 238982</u>	<u>c/o Pac Tel Personal Communications</u> <u>2355 Main Street</u>	<u>Irvine</u>	<u>CA</u>	<u>007.5%</u>
				%
				%
				%

FILED

DEC 17 1987

Roy D. Blunt
SECRETARY OF STATE

State of Missouri

County of _____

as

X-187263
SEE NOTARIZED STATEMENTS ATTACHED TO
THIS REGISTRATION OF FICTITIOUS NAME
FORM.

The undersigned, being all the parties owning interest in the above company, being duly sworn, upon their oaths each did say that the statements and matters set forth herein are true.

Individual
Owners
Sign Here

X

X

X

X

X

X

The undersigned corporation has caused this application to be executed in its name by its President

or Vice-President and its Secretary or Assistant Secretary, this _____

day of _____, 19____.

If
Corporation
is
Owner,
Corporate
Officers
Execute
Here

SEE ATTACHED SIGNATURE PAGE

(Exact Corporate Title)

By _____

Its President or Vice-President.

By _____

Its Secretary or Assistant Secretary.

(Corporate Seal)

If no seal, state "none".

I, _____, A Notary Public, do hereby certify that on the _____

day of _____, 19____, personally appeared before me _____,

and being first duly sworn by me, acknowledged that _____ he signed as his own free act and deed the foregoing

document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(Notarial Seal)

Notary Public

My commission expires _____

STATE OF WASHINGTON)
COUNTY OF KING) SS.

The undersigned corporation has caused the attached Registration of Fictitious Name form to be executed in its name by its ^{Vice} President and its ^{Asst.} Secretary, this 16th day of November, 1987 and to be filed with the Missouri Secretary of State.

CELLULAR MOBILE SYSTEMS OF
MISSOURI, INC.

By: [Signature]

Title: Vice President

By: [Signature]

Title: Asst. Secretary

STATE OF WASHINGTON)
COUNTY OF KING) SS.

I, Sharon L Butcher, a Notary Public, do hereby certify that on the 16th day of November, 1987, personally appeared before me Jennifer G. Marsh and Sharon L. Butcher, and being first duly sworn by me, acknowledged that they signed as their own free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Sharon L Butcher
Notary Public

My commission expires

5/5/89



X-187263

STATE OF ILLINOIS)
) SS.
COUNTY OF ST. CLAIR)

The undersigned corporation has caused the attached Registration of Fictitious Name form to be executed in its name by its President and its Secretary, this 5th day of October, 1987 and to be filed with the Missouri Secretary of State.

CYBERTEL CORPORATION

By: David A. Bayer
Title: President

By: Thomas R. Rudd
Title: SECRETARY

STATE OF ILLINOIS)
COUNTY OF MACOUPIN) SS
~~ST. CLAIR~~

I, Jane M. Haase a Notary Public, do hereby certify that on the 5th day of October, 1987, personally appeared before me David A. Bayer and Thomas R. Rudd, and being first duly sworn by me, acknowledged that they signed as their own free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

Jane M. Haase
Notary Public

My commission expires: 9/10/90

"OFFICIAL SEAL"
JANE M. HAASE
Notary Public, State of Illinois
MACOUPIN COUNTY
My Commission Expires 9/10/90

X-187263

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)

The undersigned corporation has caused the attached Registration of Fictitious Name form to be executed in its name by its President and its Secretary, this 19th day of November, 1987 and to be filed with the Missouri Secretary of State.

GENSUB, INC

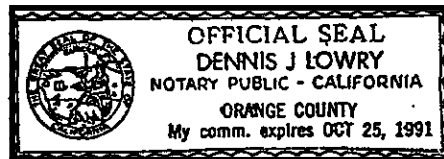
By: [Signature]

Title: President

By: [Signature]

Title: Secretary

STATE OF CALIFORNIA)
) SS.
COUNTY OF ORANGE)



I, Dennis J. Lowry a Notary Public, do hereby certify that on the 19th day of November, 1987, personally appeared before me H.T. Jones and [Signature], and being first duly sworn by me, acknowledged that ~~they~~ signed as their own free act and deed the foregoing document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

[Signature]
Notary Public

My commission expires Oct. 25, 1991.

**AMENDMENT TO
AGREEMENT FOR INTERCONNECTION AND RECIPROCAL COMPENSATION
BY AND BETWEEN
VERIZON WIRELESS (VAW) LLC DBA VERIZON WIRELESS
AND
SOUTHWESTERN BELL TELEPHONE COMPANY**

This Amendment (the "Amendment") modifies the Agreement for Interconnection and Reciprocal Compensation by and between Southwestern Bell Telephone, L.P.¹ d/b/a SBC Missouri ("SBC Missouri") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (f/k/a) Vodafone AirTouch Licenses LLC d/b/a Verizon Wireless (f/k/a) CMT Partners ("Carrier"), with its principal offices at 180 Washington Valley Road, Bedminster, NJ 07921 (which agreement may be referred to as the "Underlying Agreement"). The Parties to this Amendment are SBC Missouri, and Carrier, Cellco Partnership d/b/a Verizon Wireless ("Cellco"), and CyberTel Cellular Telephone Company d/b/a Verizon Wireless ("CyberTel") (all jointly referred to as the Parties).

WHEREAS, SBC Missouri and Carrier entered in to the Underlying Agreement on 12/1/97; and

WHEREAS, the Underlying Agreement was later modified to change the name of Carrier from CMT Partners to Vodafone AirTouch Licenses LLC d/b/a Verizon Wireless; and

WHEREAS, the Underlying Agreement was later modified to change the name of Carrier from Vodafone AirTouch Licenses LLC d/b/a Verizon Wireless to Verizon Wireless (VAW) LLC d/b/a Verizon Wireless; and

WHEREAS, the Underlying Agreement was later modified to adopt the FCC interim ISP Terminating Compensation Plan on 8/22/04; and

WHEREAS, SBC Missouri and Cellco and CyberTel entered in to a separate Agreement for Interconnection on 8/27/97; and

WHEREAS, Carrier, Cellco and CyberTel are all operating their cellular businesses in Missouri under the name of Verizon Wireless and wish to now all operate under the Agreement for Interconnection and Reciprocal Compensation between SBC Missouri and Carrier; and

WHEREAS, the Parties are all agreeable to making such change; and

WHEREAS, CyberTel is a limited partnership, the general partner of which is Cellco; and

WHEREAS, SBC Missouri and Carrier have modified the rates terms and conditions of the Underlying Agreement to adopt the FCC's interim ISP Terminating Compensation Plan, and Cellco and CyberTel are also willing to adopt those changes, and as such the same rates terms and conditions of the FCC's interim ISP Terminating Compensation Plan will be applied, upon approval of this Amendment, to all of the Parties to this Amendment;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. Cellco and CyberTel agree to adopt and be governed by the Agreement for Interconnection and Reciprocal Compensation previously entered into by SBC Missouri and Carrier, and SBC Missouri and Carrier agree that

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Texas as SBC Texas, in Arkansas as SBC Arkansas, in Kansas as SBC Kansas, in Missouri as SBC Missouri, and in Oklahoma as SBC Oklahoma.

Cellco and CyberTel may join Carrier as a party to that Agreement with joint and several obligations thereunder with Carrier.

2. SBC Missouri shall add Cellco and CyberTel (including items billed under their ACNA and OCN) to CMT Partner's main billing account (header card) for each of the accounts previously billed to Carrier. SBC Missouri shall not be obligated, whether under this Amendment or otherwise, to make any other changes to SBC Missouri's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Underlying Agreement. Without limiting the foregoing, Carrier, Cellco and CyberTel affirm, represent, and warrant that the OCN for those accounts shall not change from that previously used by Cellco and CyberTel with SBC Missouri for those accounts and the services and items provided and/or billed thereunder or under Cellco and CyberTel's prior Agreement.
3. Once this Amendment is effective, Carrier, Cellco and CyberTel shall operate with SBC Missouri under the "Verizon Wireless" name for all of the accounts they have with SBC Missouri. Such operation shall include, by way of example only, submitting orders under Verizon Wireless, and labeling (including re-labeling) equipment and facilities as Verizon Wireless.
4. Carrier, Cellco and CyberTel represent that a complete list of their Access Carrier Name Abbreviation (ACNA) codes covered by this Amendment and the amended Agreement for Interconnection and Reciprocal Compensation is provided below. Any addition, deletion or change in name associated with the listed ACNA codes, or any changes in OCNs, requires notice to SBC Missouri. Notice must be received before orders can be processed under a new or changed ACNA code or OCN. This Amendment does not change any ACNA or OCN, but simply moves those ACNAs and OCNs previously under Cellco's and CyberTel's prior Agreement to now be governed by the amended Agreement for Interconnection and Reciprocal Compensation previously entered into by SBC Missouri and Carrier.

ACNA List: CXV, CMO

5. The Parties also agree that the rates terms and conditions of the FCC's interim ISP Terminating Compensation Plan, as well as all other terms of the SBC Missouri and Carrier Agreement for Interconnection and Reciprocal Compensation will be applicable to Cellco and CyberTel upon approval of this Amendment.
6. This Amendment shall not modify or extend the Effective Date or Term of the Underlying Agreement.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. In entering into this Amendment and carrying out the provisions herein, no Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights (including intervening law rights asserted by any Party via written notice predating this Amendment) relating to the following actions, which the Parties have not yet fully incorporated into the Underlying Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98, and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04 248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Inter-carrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in the Underlying Agreement (including any amendments to that Underlying Agreement), SBC Missouri has no

obligation to provide unbundled network elements (UNEs) to WSP and shall have no obligation to provide UNEs beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial order. Further, no Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Amendment or the Underlying Agreement constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for Voice Over Internet Protocol traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004). Notwithstanding anything to the contrary in the Underlying Agreement and this Amendment and except to the extent that SBC Missouri has adopted the FCC ISP terminating compensation plan ("FCC Plan") in Missouri, and the Parties have incorporated rates, terms and conditions associated with the FCC Plan into this Agreement, these rights also include but are not limited to SBC Missouri's right to exercise its option at any time to adopt on a date specified by SBC Missouri the FCC Plan, after which date ISP-bound traffic will be subject to the FCC Plan's prescribed terminating compensation rates, and other terms and conditions, and seek conforming modifications to the Underlying Agreement. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Underlying Agreement and this Amendment and/or otherwise affects the rights or obligations of any Party that are addressed by the Underlying Agreement and this Amendment, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Underlying Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in the Underlying Agreement.

9. This Amendment shall be effective upon approval by the Missouri Public Service Commission (MO-PSC).
10. Upon the effective date of this Amendment, the Agreement for Interconnection and Reciprocal Compensation between SBC Missouri and Cellco and CyberTel shall terminate. Cellco and CyberTel shall immediately thereafter take all necessary action to notify the MO-PSC of that termination. SBC Missouri shall cooperate as necessary.
11. Each of the four entities that are parties to this Amendment represent that the individual executing this Amendment on their behalf has full authority to bind such entity and sign on their behalf.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of **DEC 27 2004**

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Southwestern Bell Telephone, L.P. d/b/a SBC Missouri
by SBC Telecommunications, Inc., its authorized agent

Cellco Partnership d/b/a Verizon Wireless

CyberTel Cellular Telephone Company d/b/a Verizon
Wireless, By Cellco Partnership, Its General Partner

By: 

By: 

Name: Howard Bower
(Print or Type)

Name: Kathy J. Wilkinson
(Print or Type)

Title: Area VP-Network
(Print or Type)

Title: For Senior Vice President-
Industry Markets and Diversified Businesses

Date: 12/17/04

Date: 12-27-04

FACILITIES-BASED OCN # 5814

ACNA CXV, CMO