

**INTERCONNECTION AGREEMENT  
UNDER SECTIONS 251 AND 252  
OF THE  
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement (the "MFN Agreement"), is being entered into by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri"), and Vista PCS, LLC, on behalf of its license-holding subsidiary Vista License Holdings, LLC ("Carrier"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

**RECITALS**

**WHEREAS**, pursuant to Section 252(i) of the Act, Vista PCS, LLC ("Carrier") has requested to adopt the Interconnection Agreement by and between AT&T Missouri and the separate Carrier designated in Section 2.4 below for the State of Missouri, which was previously approved by the Missouri Public Service Commission ("the Commission") under Section 252(e) of the Act, including any Commission approved amendments to such Agreement (the "Separate Agreement"), which is incorporated herein by reference; and

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

**1. Incorporation of Recitals and Separate Agreement by Reference**

The foregoing Recitals are hereby incorporated into and made a part of this MFN Agreement.

Except as expressly stated herein, the MFN Agreement, including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission approved Amendments thereto, are incorporated herein by this reference and form an integral part of the MFN Agreement.

**2. Modifications to Separate Agreement**

- 2.1 References in the Separate Agreement to "Carrier" or to "Other" shall for purposes of the MFN Agreement be deemed to refer to Carrier.
- 2.2 References in the Separate Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of this MFN Agreement be deemed to be the date this fully executed Short Form is filed with the Commission (the "Effective Date"). In addition, this MFN Agreement shall expire on May 10, 2010.
- 2.3 The Notices Section in the Separate Agreement is hereby revised to reflect that Notices should be sent to Carrier under this MFN Agreement at the following address:

NOTICE CONTACT	CARRIER CONTACT
NAME, TITLE	Elaine Critides, Counsel-Regulatory Matters
STREET ADDRESS	1300 I Street, NW
ROOM OR SUITE	Suite 400
CITY, STATE, ZIP CODE	Washington, DC 20005
E-MAIL ADDRESS	<a href="mailto:Elaine.critides@verizonwireless.com">Elaine.critides@verizonwireless.com</a>
FACSIMILE NUMBER	202-589-3766

<sup>1</sup> 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. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

Copy to: Associate Director-Contract Negotiations  
1200 Sanctuary Pkwy, Ste 150  
Mail Code GASA51CT  
Alpharetta, GA 30004  
Facsimile Number: 770-797-1037

- 2.4 For purposes of its MFN Agreement, Carrier hereby adopts the Separate Agreement between AT&T Missouri and Verizon Wireless (VAW) d/b/a Verizon Wireless ("Separate Agreement"), which was previously approved by the Commission in Case No. TO-98-96.

### 3. Clarifications

- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party is waiving, and each Party hereby expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of any associated appeal and/or further government review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction ("Government Action"), invalidates, modifies, or stays provisions of the Separate Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by the Separate Agreement specifically including but not limited to those arising with respect to a Government Action, the affected provision(s) in this MFN Agreement shall be immediately invalidated, modified or stayed consistent with such Government Action as to the Separate Agreement.
- 3.2 It is AT&T Missouri's position that this MFN Agreement (including all attachments thereto) and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement (including all attachments/appendices thereto), and that all of such provisions are integrally related and non-severable.

Vista PCS, LLC

Signature: 

Print Name: Nicola Palmer

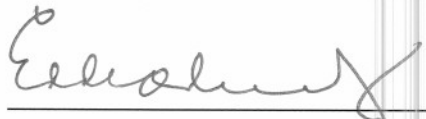
Title: Staff VP Network, Cellco Partnership,  
as Manager for Vista PCS, LLC

Date: 4/8/08

OCN # 560E

ACNA: VSP

Southwestern Bell Telephone Company d/b/a AT&T  
Missouri By AT&T Operations, Inc., Its authorized  
agent

Signature: 

Print Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 04-23-08