



AT&T Florida  
150 South Monroe Street  
Suite 400  
Tallahassee, FL 32301

T: 850.577.5555  
F: 850.222.8640  
www.att.com

March 31, 2008

Mrs. Ann Cole  
Director, Division of the Commission Clerk and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399


Re: 080118-TP Approval of one amendment, and Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Cellco Partnership d/b/a Verizon Wireless Personal Communications, LP

Dear Mrs. Cole:

Please use this cover to correct the company name to Cellco Partnership d/b/a Verizon Wireless Personal Communications, LP d/b/a Verizon Wireless. Additionally, this cover serves as cover for the attached amendment that should also be filed in this docket.

If you have any questions please do not hesitate to contact Robyn Yant at (850) 577-5551.

Very truly yours,

  
Jerry D. Hendrix  
Regulatory Vice President

**Second Amendment to  
Interconnection Agreement between  
Cellco Partnership d/b/a Verizon Wireless and  
BellSouth Telecommunications, Inc.  
Dated July 15, 2002**

Pursuant to this Amendment, (the "Amendment"), Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated July 15, 2002 ("Agreement") to be effective the date of the last signature executing the Amendment.

WHEREAS, the Parties have entered into a Special Service Arrangement whereby Verizon Wireless will purchase BellSouth tariffed services pursuant to a Special Service Arrangement Agreement effective April 9, 2004;

WHEREAS, the Parties desire to amend the Interconnection Agreement to incorporate Special Service Arrangement Agreements for the state of Tennessee as an attachment to the Interconnection Agreement.

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, Verizon Wireless and BellSouth hereby covenant and agree to the following:

1. The existing Interconnection Agreement is hereby amended to add Attachment C to the Interconnection Agreement to incorporate the Special Service Arrangement Agreements listed below:

Case Number: TN02-A012-04

Case Number: TN04-4573-00

Case Number: TN04-9188-00

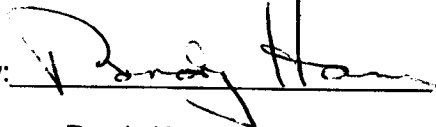
2. All other provisions of the Interconnection Agreement, effective July 15, 2002, and subsequent Amendments shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**BellSouth Telecommunications, Inc.**

**Cellco Partnership d/b/a Verizon Wireless**

By: 

Name: Randy Ham

Title: Assistant Director - Wireless Interconnection

Date: 03-10-05

Anderson Cellular Telephone Company d/b/a Verizon Wireless  
By Cellco Partnership, its General Partner  
Athens Cellular, Inc. d/b/a Verizon Wireless  
Bell Atlantic Mobile of Asheville, Inc. d/b/a Verizon Wireless  
Dallas MTA, LP d/b/a Verizon Wireless  
By Verizon Wireless Texas, LLC, its General Partner  
Fayetteville Cellular Telephone Company Limited Partnership d/b/a Verizon Wireless  
By Cellco Partnership, its General Partner  
Gadsden CellTelCo Partnership d/b/a Verizon Wireless  
By Cellco Partnership, its General Partner  
GTE Mobinet of Florence, Alabama incorporated d/b/a Verizon Wireless  
GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless  
Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless  
By Cellco Partnership, its General Partner  
NC-2 LLC d/b/a Verizon Wireless  
By Cellco Partnership, its Sole Member  
New Par d/b/a Verizon Wireless  
By Verizon Wireless (VAW) LLC, its General Partner  
San Antonio MTA, L.P. d/b/a Verizon Wireless  
By Verizon Wireless Texas, LLC, its General Partner  
Southwestco Wireless LP d/b/a Verizon Wireless  
By Southwestco Wireless, Inc., its Managing Partner  
Tuscaloosa Cellular Partnership d/b/a Verizon Wireless  
By Cellco Partnership, its General Partner  
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless  
Verizon Wireless of the East LP  
By Verizon Wireless of Georgia, its General Partner  
By Cellco Partnership, its Sole Member  
Verizon Wireless Personal Communications LP d/b/a Verizon Wireless  
Verizon Wireless Tennessee Partnership d/b/a Verizon Wireless  
By Cellco Partnership, its General Partner

By: 

Name: **HANS F. LEUTENEGGER**  
**AREA VICE PRESIDENT**  
**NETWORK, SOUTH AREA**

Title: \_\_\_\_\_

Date: 2/25/05

Amend Add TN SSAs

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN02-A012-03<sup>04</sup>

This Special Service Arrangement Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth ("Company") and CELLCO PARTNERSHIP DBA VERIZON WIRELESS ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agree, subject to the terms and conditions hereto, to provide the service described in the Attachment(s) at the monthly and nonrecurring rates, charges, and conditions as described in the Attachment(s) ("Service"). The rates, charges, and conditions described in the Attachment(s) are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.

2. Subscriber agrees to subscribe to and Company agrees to provide any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges, and conditions for such tariffed services.

3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. The tariff shall supersede any conflicting provisions of this Agreement, with the exception of the rates and charges herein, in the event any part of this Agreement conflicts with terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs.

4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.

5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.

6. The rates, charges, and conditions described in the Attachment(s) may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 1 of 7

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TND3-AD12-03

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by Company and Subscriber and set forth in the Attachment(s).

7. (b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than BellSouth and that it has chosen BellSouth to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of BellSouth local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

**Company**  
BellSouth Telecommunications, Inc.  
Assistant Vice President  
1960 W Exchange Pk  
Tucker, GA 30084

**Subscriber**  
CELCO PARTNERSHIP DBA VERIZON WIRELESS  
3100 WEST END AV SUITE 1100  
NASHVILLE, TN 37203

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 7

Customer Initials \_\_\_\_\_  
Date \_\_\_\_\_

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TNE2-A012-03

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

---

**PRIVATE/PROPRIETARY**

**CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.**

Page 3 of 7

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TNE2-A017-03  
Option 1 of 1

Offer Expiration: This offer shall expire on: 9/1/2002.

Estimated service interval following acceptance date: Negotiable weeks.

**Service description:**

This Special Service Arrangement provides physical cross connect(s) from Cellco Partnership dba Verizon Wireless to Interstate FiberNet (IFN) collocation space for DS3 service allowing connectivity from a BellSouth provided SMARTRing® (Self-Healing Multi-Modal Alternate Route Topology Ring) service to an IFN provisioned service.

This Agreement is on a month to month basis with a minimum service period of one (1) month.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

**Subscriber:**

**CELLCO PARTNERSHIP DBA VERIZON WIRELESS**

By: John L Moss  
Authorized Signature

Printed Name: John L Moss

Title: Manager - Equipment

Date: 6-28-02

**Company:**

BellSouth Telecommunications, Inc.

By: BellSouth Telecommunications, Inc.

By: Elena Rodriguez  
Authorized Signature

Printed Name: Elena Rodriguez

Title: Assistant Vice President

Date: 8-28-02

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 4 of 7

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN02-A012-03

Option 1 of 1

**RATES AND CHARGES**

<u>Rate Element</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. Contract Preparation Charge	\$438.00	\$8.00	WQGVF
2. Physical Collocation DS3 Cross-Connect DS-3 Circuit, Connection to DSX, - Per circuit (Like USOC: PE1P3)	\$300.00	\$10.00	WQOT5

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 5 of 7

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_



**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN02-AD12-03  
Option 1 of 1

**RATES AND CHARGES**

**NOTES:**

These rate elements are used to provision services in collocation arrangements. Rates, charges, terms and conditions for services terminating in the cross connects apply in addition to this Special Service Arrangement.

This Special Service Arrangement must be converted to tariff service upon approval of a tariff in this state.

This Special Service Arrangement must be approved by the Tennessee Regulatory Authority (TRA).

**END OF ARRANGEMENT AGREEMENT OPTION 1**

---

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 6 of 7

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN02-A012-03

Option 1 of 1  
Attachment 1

1. Customer and BellSouth agree that the Customer's early termination of the Agreement without cause will result in damages that are indeterminable or difficult to measure as of this date and will result in the charging of liquidated damages. Customer and BellSouth agree that with regard to services provided within the State of Tennessee, the amount of such liquidated damages shall equal the lesser of (A) the sum of the repayment of discounts received during the previous 12 months of the service, the repayment of any pro-rated waived or discounted non-recurring charges set forth in the Notes section of the Agreement, and the repayment of the pro-rated contract preparation charge set forth in the Notes section of the Agreement; or (B) six percent (6%) of the total Agreement amount, or twenty-four percent (24%) of the average annual revenue for an Agreement with a term longer than four (4) years. Notwithstanding any provisions in the Agreement to the contrary, Customer and BellSouth agree that with regard to services provided within the State of Tennessee, this Paragraph of this Addendum sets forth the total amounts of liquidated damages the Customer must pay upon early termination of the Agreement without cause. Customer and BellSouth agree that these amounts represent a reasonable estimate of the damages BellSouth would suffer as a result of such early termination and that these amounts do not constitute a penalty.
2. In the event that the Customer terminates this Agreement without cause prior to the expiration of this Agreement, the Customer shall pay a termination charge as specified in Attachment 1, Paragraph 1 above of this Agreement. The Customer may request a calculation of the termination charge at any time during the term of this Agreement. Based on the information available at the start of this Agreement, at the end of the first six (6) months of the contract period and for each six (6) month period thereafter, the estimated amount of the termination liability charge will be \$0.00. In any event, the estimated termination liability charge will not exceed this amount.

Should the Customer elect to terminate this Agreement prior to the expiration date without cause, the actual termination charge will be calculated in accordance with Attachment 1, Paragraph 1 above and based on information available at the time of termination.

3. Except in the case where the Customer assigns this Agreement to a certified reseller in accordance with Paragraph 7.(b), Customer may not assign its rights or obligations under this Agreement without the express written consent of the Company and only pursuant to the conditions contained in the appropriate tariff.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 7 of 7

Customer Initials \_\_\_\_\_

Date \_\_\_\_\_

ATTACHMENT C

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN'04-4573-00

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Celco Partnership DBA Verizon Wireless ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN04-4573-00

7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company  
BellSouth Telecommunications, Inc.  
Assistant Vice President  
2872 Woodcock Blvd Ste 300  
Chamblee, GA 30341

Subscriber  
Celco Partnership DBA Verizon Wireless  
300 M.L.King Blvd  
Chattanooga, TN 37403

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.

11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.

12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE REPRODUCED OR DISCLOSED OUTSIDE THE BELL/SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TT:04-4573-00

any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.

- 13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
- 14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE WELLSOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 3 of 8

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TT:04-4573-00  
Option 1 of 1

Offer Expiration: This offer shall expire on: 8/1/2004.

Estimated service interval following acceptance date: Negotiable weeks.

**Service description:**

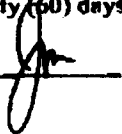
This Special Service Arrangement provides physical cross connect(s) from Verizon Wireless to KDL's physical collocation space for DS1 service allowing connectivity from a BellSouth provisioned service to KDL.

Verizon Wireless is connecting to KDL's collocation space in the CHTGTNNS Central Office located at Ninth Street, Chattanooga, Tennessee.

This Agreement is on a month to month basis with a minimum service period of three (3) months.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials



PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTHWEST COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT

Page 4 of 8

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN04-4573-00  
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:  
Cellco Partnership DBA Verizon Wireless

By: *JL Moss*  
Authorized Signature

Printed Name: John L Moss

Title: Manager - Facilities

Date: 4/6/04

Company:  
BellSouth Telecommunications, Inc.  
By: BellSouth Telecommunications, Inc.

By: *John J. Goode*  
Authorized Signature

Printed Name: John J. Goode

Title: Sales Director

Date: April 9, 2004

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTHERN COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 5 of 8

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN04-4573-00  
Option 1 of 1

If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. With regard to services provided in the State of Tennessee, the Subscriber shall pay a termination charge as specified in the BellSouth's Tennessee tariffs (Section A2.4.10.E.1 and B2.4.9.A.4, available on the Web at <http://cpr.bellsouth.com/pdf/tn/tn.htm>).

---

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTHERN COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 6 of 8



**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN04-4573-00  
Option 1 of 1

**RATES AND CHARGES**

<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. DS1 Cross-Connect for Physical Collocation DS-1 Circuit, Connection to DSX, - Per Collocation, Per circuit	\$155.00	\$8.00	WGG9M
2. Contract Preparation Charge	\$407.00	\$0.00	

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 7 of 8

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN04-4573-00  
Option 1 of 1

**RATES AND CHARGES**

**NOTES:**

These rate elements are used to provision services in collocation arrangements. Rates, charges, terms and conditions for services terminating in the cross connects apply in addition to this Special Service Arrangement.

This Special Service Arrangement must be converted to tariff service upon approval of a tariff in this state.

**END OF ARRANGEMENT AGREEMENT OPTION 1**

---

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 8 of 8

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN04-9188-00

This Special Service Arrangement (SSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and Celco Partnership DBA Verizon Wireless ("Customer or Subscriber"), and is entered into pursuant to Tariff Section B5 of the Private Line Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and No. 2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.
7. (a) If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff, termination charges are defined as all reasonable charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement.

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTHWEST COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN04-9188-00

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.

8. This Agreement shall be construed in accordance with the laws of the State of Tennessee.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.  
Assistant Vice President  
2872 Woodcock Blvd, Suite 300  
Atlanta, GA 30341

Subscriber

Cellco Partnership DBA Verizon Wireless  
185 2nd Ave  
Nashville, TN 37210

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.
12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company

---

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE  
BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 2 of 8

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN04-9188-00

organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.

---

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT..

Page 3 of 8

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN04-9188-00  
Option 1 of 1

Offer Expiration: This offer shall expire on: 11/8/2004.

Estimated service interval following acceptance date: Negotiable weeks.

**Service description:**

This Special Service Arrangement provides physical cross connect(s) from Celco Partnership DBA Verizon Wireless to KDL's collocation space for DS3 service allowing connectivity from a BellSouth provisioned service to KDL.

Celco Partnership DBA Verizon Wireless is physically cross connecting to KDL in the Nashville Main and Toll (NSVLTNMT) Central Office.

The rates contained in this Agreement are on a "per site" basis, meaning a rate structure of first and additional for each cross-connect that Celco Partnership DBA Verizon Wireless makes to KDL's collocation site in this central office. If Celco Partnership DBA Verizon Wireless has an existing (first) cross-connect to KDL's collocation space in this central office, the "additional" cross-connect rates in this Agreement will apply.

This Agreement is on a month to month basis with a minimum service period of one (1) month.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Customer Initials         

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 4 of 8

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN04-9188-00  
Option 1 of 1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accepted by:

Subscriber:  
Cellco Partnership DBA Verizon Wireless

By: John Moss  
Authorized Signature

Printed Name: John Moss

Title: Manager - Facilities

Date: 7/9/04

Company:  
BellSouth Telecommunications, Inc.  
By: BellSouth Telecommunications, Inc.

By: Chuck Whitaker  
Authorized Signature

Printed Name: Chuck Whitaker

Title: Systems Manager

Date: 7-27-04

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION, MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 3 of 8

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN04-9188-00  
Option 1 of 1

If Subscriber cancels this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. With regard to services provided in the State of Tennessee, the Subscriber shall pay a termination charge as specified in the BellSouth's Tennessee tariffs (Section A2.4.10.E.1 and B2.4.9.A.4, available on the Web at <http://cpr.bellsouth.com/pdf/tn/tn.htm>).

---

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTHWEST COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 6 of 8



**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN04-9188-00  
Option 1 of 1

**RATES AND CHARGES**

<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1. DS3 Cross-Connect for Physical Collocation DS-3 Circuit, Connection to DSX, - Per Collocation, Per circuit	\$300.00	\$27.83	WBBO5
2. Contract Preparation Charge	\$352.00	\$0.00	

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

**SPECIAL SERVICE ARRANGEMENT  
AGREEMENT**

Case Number TN04-9188-00  
Option 1 of 1

**RATES AND CHARGES**

**NOTES:**

These rate elements are used to provision services in collocation arrangements. Rates, charges, terms and conditions for services terminating in the cross connects apply in addition to this Special Service Arrangement.

This Special Service Arrangement must be converted to tariff service upon approval of a tariff in this state.

**END OF ARRANGEMENT AGREEMENT OPTION 1**

---

PRIVATE/PROPRIETARY

CONTAINS PRIVATE AND/OR PROPRIETARY INFORMATION. MAY NOT BE USED OR DISCLOSED OUTSIDE THE BELL SOUTH COMPANIES EXCEPT PURSUANT TO A WRITTEN AGREEMENT.

Page 8 of 8

**Amendment to the Agreement  
Between  
Cellco Partnership, d/b/a Verizon Wireless  
and  
BellSouth Telecommunications, Inc.,  
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana,  
AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee  
Effective July 15, 2002**

Pursuant to this Amendment (the "Amendment"), Cellco Partnership, d/b/a Verizon Wireless ("Verizon Wireless"), and BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties effective July, 2002, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee (the "Agreement").

WHEREAS, AT&T and Verizon Wireless entered into the Agreement effective July 15, 2002, and:

WHEREAS, the Parties desire to amend the Agreement in order to extend the term of the Agreement;

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, the Parties hereby covenant and agree as follows:

1. The term of the Agreement shall be extended three (3) years from the date of Verizon Wireless's original request to extend the interconnection agreement and shall have an expiration date of April 10, 2010.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties may have not yet incorporated into the Agreement or which may be the subject of further review.
4. This Amendment shall be filed with and is subject to approval by the appropriate Public Utility Commission(s) and shall be effective upon approval by such Commission(s) (the "Effective Date").

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

Anderson CellTelCo, d/b/a Verizon Wireless  
By Celco Partnership, Its General Partner  
Athens Cellular, Inc. d/b/a Verizon Wireless  
Bell Atlantic Mobile of Asheville, Inc. d/b/a  
Verizon Wireless  
Celco Partnership d/b/a Verizon Wireless  
Dallas MTA, LP d/b/a Verizon Wireless  
By Verizon Wireless Texas, LLC, Its  
General Partner  
Fayetteville Cellular Telephone Company  
Limited Partnership d/b/a Verizon Wireless  
By Celco Partnership, Its General Partner  
Gadsden CellTelCo Partnership d/b/a Verizon  
Wireless  
By Celco Partnership, Its General Partner  
GTE Mobilenet of Florence, Alabama  
Incorporated d/b/a Verizon Wireless  
NC-2 LLC d/b/a Verizon Wireless  
San Antonio MTA, L.P. d/b/a Verizon  
Wireless  
By Verizon Wireless Texas, LLC, Its  
General Partner  
Southwestco Wireless LP d/b/a Verizon  
Wireless  
By Southwestco Wireless, Inc., Its Managing  
Partner  
Tuscaloosa Cellular Partnership d/b/a Verizon  
Wireless  
By Celco Partnership, Its General Partner  
Verizon Wireless (VAW) LLC d/b/a Verizon  
Wireless  
Verizon Wireless of the East LP d/b/a Verizon  
Wireless  
By Verizon Wireless of Georgia LLC, Its  
General Partner  
By Celco Partnership, Its Sole Member  
Verizon Wireless Personal Communications  
LP d/b/a Verizon Wireless  
Verizon Wireless Power Partners Inc. d/b/a  
Verizon Wireless  
Verizon Wireless Tennessee Partnership d/b/a  
Verizon Wireless  
By Celco Partnership, Its General Partner

BellSouth Telecommunications, Inc., by  
AT&T Operations, Inc., its authorized  
agent.

By: Kathy Wilson-Chu

Name: Kathy Wilson-Chu

Title: Director

Date: 1/7/08

By: [Signature]

Name: Hans Leutenegger

Title: Area Vice President - Network

Date: 12/21/07

**GTE Wireless of the Midwest Incorporated  
d/b/a Verizon Wireless  
Kentucky RSA No. 1 Partnership d/b/a  
Verizon Wireless  
By Celco Partnership, Its General Partner  
New Par d/b/a Verizon Wireless  
By Verizon Wireless (VAW) LLC, Its  
General Partner**

By: Beth Ann Drohan

Name: Beth Ann Drohan

Title: Area Vice President - Network

Date: 10/20/07