

which have accrued prior to the effective date of such amendment, modification or supplement.

26. ENTIRE AGREEMENT

This Agreement together with its appendices constitutes the entire agreement between the Parties and cancels all contemporaneous or prior agreements, whether written or oral, with respect to the subject matter of this Agreement.

27. RESERVATION OF RIGHTS

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights to (a) challenge the lawfulness of this Agreement and any provision of this Agreement; (b) seek changes in this Agreement (including, but not limited to, changes in rates, charges and the porting services that must be offered) through changes in Applicable Law; and (c) challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the FCC, other regulatory body or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section 27 shall survive the expiration, cancellation or termination of this Agreement.

28. SURVIVAL

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

29. TERRITORY

Verizon Wireless shall include a list of states in which its affiliates or other related entities operate and in which Verizon Wireless seeks to port Assigned Telephone Numbers with Carrier. With respect to Carrier this Agreement shall apply only to the territories in the states listed in Appendix E that are served by the Carrier affiliates listed in Appendix F. The foregoing shall not be construed to require that the porting between the Parties which is contemplated by this Agreement be memorialized by, or otherwise reduced to, an agreement under 47 U.S.C. §251 or otherwise construed to confer jurisdiction on states, including their regulatory agencies, over such porting unless otherwise conferred by Applicable Law.

30. THIRD PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

31. WARRANTIES

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

32. INTELLECTUAL PROPERTY

- 32.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 32.2 Except as stated in Section 32.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates (for purposes of this Section 32.4, Affiliates shall include Verizon Wireless Entities) or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 32.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
- 32.4 The Parties agree that the services provided hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between the Parties and their respective vendors. The Parties agree to advise each other, directly or through a third party, of any such terms, conditions or restrictions that may limit a Party's use of a service provided by the other Party that is otherwise permitted by this Agreement. Upon written request of a Party, to the extent required by Applicable Law, the Party receiving such request will use its best efforts, as commercially practicable, to obtain intellectual property rights from its vendor to allow the requesting Party to use the service in the same manner as the Party receiving such request that are coextensive with its intellectual property rights, on terms and conditions that are equal in quality to

the terms and conditions under which it has obtained its intellectual property rights. The Party making such request shall reimburse the other Party for the cost of obtaining such rights.

33. CONFIDENTIALITY

33.1 As used in this Section 33, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

33.1.1 books, records, documents and other information disclosed pursuant to this Agreement;

33.1.2 any forecasting information provided pursuant to this Agreement;

33.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service where such disclosure is otherwise authorized by applicable agreements or law, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);

33.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);

33.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary"; and

33.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary."

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information that the other Party has identified as Confidential Information pursuant to Sections 33.1.5 and 33.1.6.

33.2 Except as otherwise provided in this Agreement, the Receiving Party shall:

33.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and

33.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates (for purposes of this Section 33, Affiliates shall include Verizon Wireless Entities) and the directors, officers, employees, agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving

Party's Affiliates and the directors, officers, employees, agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 33 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 33.

- 33.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 33.4 Unless otherwise agreed, the obligations of Sections 33.2 do not apply to information that:
- 33.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
 - 33.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
 - 33.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
 - 33.4.4 is independently developed by the Receiving Party;
 - 33.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - 33.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 33.5 Notwithstanding the provisions of Sections 33.1 through 33.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

- 33.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 33.7 The provisions of this Section 33 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.
- 33.8 Each Party's obligations under this Section 33 shall survive expiration, cancellation or termination of this Agreement.

34. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement through their authorized representatives on the date or dates below to be effective when executed by both Parties.

CARRIER

By: _____

Printed: _____

Title: _____

Date: _____

VERIZON WIRELESS
(Continued on next page)

Allentown SMSA Limited Partnership d/b/a Verizon Wireless
 By Bell Atlantic Mobile Systems of Allentown, Inc., Its General Partner

Anderson CellTelCo d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

Athens Cellular, Inc. d/b/a Verizon Wireless

Badlands Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless
 By: CommNet Cellular Inc., Its Managing Agent

Bell Atlantic Mobile of Asheville, Inc. d/b/a Verizon Wireless

Bell Atlantic Mobile of Rochester, LP d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner

Binghamton MSA Limited Partnership d/b/a Verizon Wireless
 By NYNEX Mobile of New York Limited Partnership, Its General Partner
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner

Bismarck MSA Limited Partnership d/b/a Verizon Wireless
 By Cellular Inc. Network Corporation, Its General Partner

Boise City MSA Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner

California RSA No. 4 Limited Partnership d/b/a Verizon Wireless
 By Pinnacles Cellular, Inc., Its General Partner

Cellco Partnership d/b/a Verizon Wireless

Cellular Inc. Network Corporation d/b/a Verizon Wireless

Chicago 10 MHz LLC d/b/a Verizon Wireless
 By Cellco Partnership, Its Sole Member

Chicago SMSA LP d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

Colorado 7 – Saguache Limited Partnership d/b/a Verizon Wireless
 By: CommNet Cellular Inc., Its Managing Agent

Colorado RSA No. 3 Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner

CommNet Cellular License Holding LLC d/b/a Verizon Wireless
 By Cellular Inc. Financial Corporation, Its Sole Member

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

Dallas MTA, LP d/b/a Verizon Wireless
 By Verizon Wireless Texas, LLC, Its General Partner

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

Des Moines MSA General Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner

Dubuque MSA Limited Partnership d/b/a Verizon Wireless
 By Southwestco Wireless, LP, Its General Partner
 By Southwestco Wireless, Inc., Its General Partner

Duluth MSA Limited Partnership d/b/a Verizon Wireless
 By AirTouch Minnesota, LLC, Its General Partner
 By Cellco Partnership, Its Sole Member

Eastern South Dakota Cellular, Inc. d/b/a Verizon Wireless

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

Fresno MSA 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

Gila River Cellular General Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its Managing General Partner

Gold Creek Cellular of Montana Limited Partnership d/b/a Verizon Wireless
 By Cellular Inc. Network Corporation, Its General Partner

Grays Harbor-Mason Cellular Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner

GTE Mobilnet of California Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

GTE Mobilnet of Florence, Alabama Incorporated d/b/a Verizon Wireless

GTE Mobilnet of Fort Wayne Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner

GTE Mobilnet of Indiana Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner

GTE Mobilnet of Indiana RSA #3 Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner

GTE Mobilnet of Indiana RSA #6 Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner

GTE Mobilnet of Santa Barbara Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

GTE Mobilnet of South Texas Limited Partnership d/b/a Verizon Wireless
 By San Antonio MTA LP, Its General Partner
 By Verizon Wireless Texas, LLC, Its General Partner

GTE Mobilnet of Terre Haute Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner

GTE Mobilnet of Texas RSA #17 Limited Partnership d/b/a Verizon Wireless
 By San Antonio MTA LP, Its General Partner
 By Verizon Wireless Texas, LLC, Its General Partner

GTE Mobilnet of Texas RSA #21 Limited Partnership d/b/a Verizon Wireless
 By San Antonio MTA LP, Its General Partner
 By Verizon Wireless Texas, LLC, Its General Partner

GTE Mobilnet of the Southwest LLC d/b/a Verizon Wireless
 By Cellco Partnership, Its Sole Member

GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless

Hamilton Cellular Telephone Company d/b/a Verizon Wireless
 By New Par, Its General Partner
 By Verizon Wireless (VAW) LLC, Its General Partner

Idaho 6 – Clark Limited Partnership d/b/a Verizon Wireless
 By: CommNet Cellular Inc., Its Managing Agent

Idaho RSA No. 1 Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner

Idaho RSA No. 2 Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner

Idaho RSA 3 Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner

Illinois RSA 1 Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner

Illinois RSA 6 and 7 Limited Partnership d/b/a Verizon Wireless
 By Illinois SMSA Limited Partnership, Its General Partner
 By Cellco Partnership, Its General Partner

Illinois SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

Indiana RSA #1 Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner

Indiana RSA 2 Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

Iowa 8 – Monona Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent

Iowa RSA 5 Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner

Iowa RSA 10 General Partnership
 By Cellco Partnership d/b/a Verizon Wireless, Its Manager

Iowa RSA No. 4 Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner

Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

Los Angeles SMSA Limited Partnership d/b/a Verizon Wireless
 By AirTouch Cellular, Its General Partner

Missouri Valley Cellular, Inc. d/b/a Verizon Wireless
 By CommNet Cellular, Inc., Its Managing Agent

Modoc RSA Limited Partnership d/b/a Verizon Wireless
 By AirTouch Cellular, Its General Partner

Muskegon Cellular Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner

NC-2 LLC d/b/a Verizon Wireless

New Hampshire RSA 2 Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

New Mexico RSA 3 Limited Partnership d/b/a Verizon Wireless
 By GTE Mobilnet of the Southwest LLC, Its General Partner
 By Cellco Partnership, its Sole Member

New Mexico RSA 6-1 Partnership d/b/a Verizon Wireless
 By GTE Mobilnet of the Southwest LLC, Its General Partner
 By Cellco Partnership, Its Sole Member

New Mexico RSA No. 5 Limited Partnership d/b/a Verizon Wireless
 By GTE Mobilnet of the Southwest LLC, Its General Partner
 By Cellco Partnership, Its Sole Member

New Par d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner

New York RSA 2 Cellular Partnership d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner

New York RSA No. 3 Cellular Partnership d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner

New York SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

North Central RSA 2 of North Dakota Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent

North Dakota 5 - Kidder Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent

North Dakota RSA No. 3 Limited Partnership d/b/a Verizon Wireless
 By AirTouch North Dakota, LLC, Its General Partner

Northeast Pennsylvania SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

Northern New Mexico Limited Partnership d/b/a Verizon Wireless
 By Cellular Inc. Network Corporation, Its General Partner

Northwest Dakota Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent

NYNEX Mobile Limited Partnership 1 d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

NYNEX Mobile Limited Partnership 2 d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner

NYNEX Mobile of New York, LP d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner
 Olympia Cellular Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 Omaha Cellular Telephone Company d/b/a Verizon Wireless
 By AirTouch Nebraska, LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Orange County-Poughkeepsie Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless of the East LP, Its General Partner
 By Verizon Wireless of Georgia LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Oxnard-Ventura-Simi Limited Partnership d/b/a Verizon Wireless
 By AirTouch Cellular, Its General Partner
 Pennsylvania 3 Sector 2 Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pennsylvania 4 Sector 2 Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pennsylvania RSA 1 Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pennsylvania RSA No. 6 (I) Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pennsylvania RSA No. 6 (II) Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pittsburgh SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pittsfield Cellular Telephone Company d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Platte River Cellular of Colorado Limited Partnership d/b/a Verizon Wireless
 By: CommNet Cellular Inc., Its Managing Agent
 Portland Cellular Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Pueblo Cellular, Inc. d/b/a Verizon Wireless
 Redding MSA Limited Partnership d/b/a Verizon Wireless
 By Sacramento Valley Limited Partnership, Its General Partner
 By AirTouch Cellular, Its General Partner
 Rockford MSA Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 RSA 7 Limited Partnership d/b/a Verizon Wireless
 By AirTouch Iowa RSA 7, LLC, Its Managing Partner
 By Cellco Partnership, Its Sole Member
 Sacramento Valley Limited Partnership d/b/a Verizon Wireless
 By AirTouch Cellular, Its General Partner
 San Antonio MTA, L.P. d/b/a Verizon Wireless
 By Verizon Wireless Texas, LLC, Its General Partner
 San Isabel Cellular of Colorado Limited Partnership d/b/a Verizon Wireless
 By: CommNet Cellular Inc., Its Managing Agent
 Sanborn Cellular, Inc. d/b/a Verizon Wireless
 By CommNet Cellular, Inc., Its Managing Agent
 Sangre De Cristo Cellular, Inc. d/b/a Verizon Wireless
 By CommNet Cellular, Inc., Its Managing Agent
 Seattle SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Sioux City MSA Limited Partnership d/b/a Verizon Wireless
 By Cellular Inc. Network Corporation, Its General Partner

Smoky Hill Cellular of Colorado Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent
 Southern & Central Wireless, LLC d/b/a Verizon Wireless
 By Cellco Partnership, Its Sole Member
 Southern Indiana RSA Limited Partnership d/b/a Verizon Wireless
 By GTE Wireless of the Midwest Incorporated, Its General Partner
 Southwestco Wireless LP d/b/a Verizon Wireless
 By Southwestco Wireless Inc., Its Managing Partner
 Spokane MSA Limited Partnership d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 Springfield Cellular Telephone Company d/b/a Verizon Wireless
 By New Par, Its General Partner
 By Verizon Wireless (VAW) LLC, Its General Partner
 St. Joseph CellTelCo d/b/a Verizon Wireless
 By Verizon Wireless (VAW) LLC, Its General Partner
 St. Lawrence Seaway RSA Cellular Partnership d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner
 Syracuse SMSA Limited Partnership d/b/a Verizon Wireless
 By Upstate Cellular Network, Its General Partner
 By Cellco Partnership, Its General Partner
 The Great Salt Flats Partnership d/b/a Verizon Wireless
 By AirTouch Utah, LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Topeka Cellular Telephone Company, Inc. d/b/a Verizon Wireless
 Tuscaloosa Cellular Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Upstate Cellular Network d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Utah RSA 6 Limited Partnership d/b/a Verizon Wireless
 By CommNet Cellular Inc., Its Managing Agent
 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 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
 Vermont RSA Limited Partnership d/b/a Verizon Wireless
 By NYNEX Mobile Limited Partnership 1, Its General Partner
 By Cellco Partnership, Its General Partner
 Virginia RSA 5 Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Virginia 10 RSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Wasatch Utah RSA No. 2 Limited Partnership d/b/a Verizon Wireless
 By AirTouch Utah, LLC, Its General Partner
 By Cellco Partnership, Its Sole Member
 Washington, DC SMSA Limited Partnership d/b/a Verizon Wireless
 By Cellco Partnership, Its General Partner
 Waterloo MSA Limited Partnership d/b/a Verizon Wireless
 By Southwestco Wireless LP, Its General Partner
 By Southwestco Wireless Inc., Its General Partner

Wyoming 1 – Park Limited Partnership d/b/a Verizon Wireless
By CommNet Cellular Inc., Its Managing Agent

By: _____

Printed: _____

Title: _____

Date: _____

Network Operations Support



October 22, 2003

Gridley Telephone Co.
108 E. 3rd St.
Gridley, IL, 61744

OCT 27 2003

Verizon Wireless
Interconnection/Numbering/Mand
2785 Mitchell Drive MS 7-1
Walnut Creek, CA 94598

Attn: R Kaufman,

Consistent with the rules of the Federal Communications Commission ("FCC"), on November 24, 2003, Verizon Wireless will begin competitive porting by offering customers local number portability ("LNP").¹ The FCC sought to simplify the task of identifying the switches in each MSA in which number portability is deployed to facilitate competitive entry.² Thus, the FCC's rules require local exchange carriers to make available, upon request by any interested party, a list of their switches for which provisioning of number portability has been requested (and therefore provided) and a list of their switches for which provisioning of number portability has not been requested.³

Verizon Wireless has reviewed our commonly licensed areas and has found the following switches and NPA-NXXs not LNP capable. Upon receipt and verification of the attached Bonafide Request, Verizon Wireless requests that all of these commonly licensed areas, NPA-NXX and switch CLLIs are provisioned for LNP service. The timeframes for conversion to LNP of any additional switches are governed by the FCC's rules and range from 30 days to 180 days, depending upon the status of the switches.

To facilitate this request, please review and list any additional switches and NPA-NXXs serving those rate centers listed on the attached form that are not LNP capable and by what date these will be LNP capable. In addition, for those switches that are not LNP capable, please indicate the status of the switch using the categories developed by the FCC in its rules (i.e., equipped remote, hardware capable, capable switches requiring hardware, and non-capable).⁴ Please review and correct, if necessary the carrier name listed on the Bonafide Request. We request that you acknowledge receipt of this Bonafied Request and arrange to complete and return the attached form to the undersigned contact for Verizon Wireless within 10 days. Please call the undersigned with any questions or concerns.

A handwritten signature in black ink, appearing to read "Linda Godfrey".

Linda Godfrey
Verizon Wireless
Interconnection, Numbering and Mandates
925-279-6570

Enclosures

¹ See 47 C.F.R. § 52.31.

² Local Number Portability, *First Memorandum Opinion and order on Reconsideration*, 12 FCC Rcd. 7236, ¶¶59-66 (1997).

³ *Id.* at ¶64; 47 C.F.R. § 52.23(b)(2)(iii).

⁴ 47 C.F.R. § 52.23 (b)(2)(iv)(A-D).



August 4, 2003

AUG 12 2003

MR or MS KAUFMAN
GRIDLEY TELEPHONE CO.
108 E 3RD ST
GRIDLEY, IL 61744

Dear MR or MS KAUFMAN:

In July, 2002, the FCC mandated that all carriers in the top one hundred (100) Metropolitan Statistical Areas (or MSAs) implement Wireless Local Number Portability (WLNP) by November 24, 2003. Pursuant to this FCC mandate, Sprint PCS (SPCS) has identified you as a potential Trading Partner. As such, SPCS would like to exchange the necessary information to allow porting to be tested and placed into production between us on November 24, 2003. In addition, SPCS is willing to negotiate an Operating Agreement with you as a means of finalizing a mutually acceptable porting arrangement on a separate schedule and through a different mechanism.

The enclosure contains SPCS's contact and connectivity information needed to initiate porting. SPCS requests that you provide your contact and connectivity information and return same within ten (10) business days. Please return to *Peter Jacklin* or *Hal Weintrub*, via FAX (as detailed below). If you prefer email correspondence, please contact either individual for a "soft copy" of the file.

The individuals responsible for exchanging Trading Partner porting information and who will be contacting you in the near future are:

Peter Jacklin
Phone: (913) 307-7356
FAX: (913) 307-7447
pjackl01@sprintspectrum.com

--or--

Hal Weintrub
Phone: (913) 307-7379
FAX: (913) 307-7447
hweint01@sprintspectrum.com

The contact to initiate negotiations of an Operating Agreement between our companies is:

Jack Weyforth
Phone: (913) 315-9591
FAX: (913) 794-0720
jweyf01@sprintspectrum.com

In general, SPCS follows industry guidelines for Wireless-to-Wireless and Wireless-to-Wireline porting. This includes industry-standard modes of connectivity, forms, form versions, and business rules.

Thank you very much and we look forward to establishing a porting relationship with you.

Sincerely,

Jack Weyforth
Manager, Carrier & Interconnection Management
6450 Sprint Parkway
KSOPHN0212-2A411
Overland Park, KS 66251

Encl: Trading Partner Profile for Porting

T-Mobile

12920 SE 38th St.
Bellevue, WA 98006

March 31, 2004

Gridley Enterprises, Inc
108 E. 3rd St.
P.O. Box 129
Gridley, IL 617440129

RE: Local Number Portability with T-Mobile & GRIDLEY TELEPHONE CO.

GRIDLEY TELEPHONE CO.

OCN: 1023

NPA: 309

NXX: 747

SWITCH: GRDLILXDDS0

In compliance with the FCC's Local Number Portability requirements, T-Mobile USA, Inc. is hereby providing GRIDLEY TELEPHONE CO. with the technical and contact information necessary to port with T-Mobile. If you have not already done so, we encourage you to provide T-Mobile with similar information on the form provided. Please return the completed forms to me at address provided below.

If you have any further questions, please contact me at (425) 378-5178 or via email at shannon.reilly@t-mobile.com.

Sincerely,

Shannon Reilly Kraus
Corporate Counsel
T-Mobile USA
12920 SE 38th St.
Bellevue, WA 98006

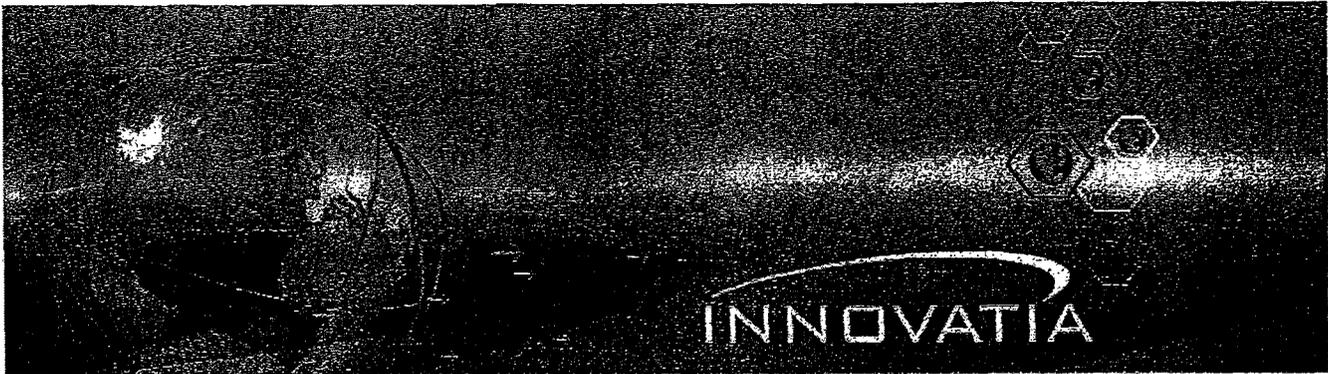


Please return completed profile to:
 Shannon Reilly
 T-Mobile USA, Inc.
 12920 SE 38th St.
 Bellevue, WA 98006
 425 378-4000

**T-Mobile USA, Inc. Local Number Portability
 Trading Partner Profile**

	T-Mobile	Trading Partner
Company Name	T-Mobile USA, Inc.	
Address	12920 SE 38 th Street	
City	Bellevue	
State	WA	
ZIP	98006	
Production SPID(s)	6529	
OCN(s)	2964, 4290, 6513, 6529, 6622, 6623, 6624, 6626, 6701, 6846, 6855, 6889, 6916, 7471, 7472, 7473, 7474, 7475, 7476	
Clearinghouse	Telcordia/TSI	
Primary Porting Method (CORBA, EDI, FAX, other)	EDI - for wireless trading partners FAX - for wireline trading partners	
Secondary Porting Method (CORBA, EDI, FAX, other)	FAX	
FAX (if used)	813-739-6201 for Machine-printed forms 813-739-6202 for Hand-printed forms	
Fallout Center Management/ Port Center Contact Information	Number Transfer Center 877-207-8009	
Hours of Operation	24 x 7	
Operations/Numbers Management Center Contact Information	WLNP On-Call WNPBillingOperations@t- mobile.com	
Testing Contact	Angie Barney	
Phone	425-378-4483	
Email	angie.barney@t-mobile.com	
Service Level Agreement Contact	Shannon Reilly	
Phone	425-378-4000	
Email	shannon.reilly@t-mobile.com	

Nortel Training Courses



Instructor-led Hands-on Nortel Networks DMS SuperNode Family of Products

**Course 7242
DMS SuperNode Local Number Portability (LNP)
Translations and Operations
Price: USD - \$1425
Length: 3 Days (18 Hours)**

Course Description

Course 7242 provides instruction with extensive hands-on exercises, which prepare the student to implement and support Local Number Portability in a DMS SuperNode SSP switch. This course covers data table interaction and datafill process for the LNP-SSP. In-exercises include LNP setup and troubleshooting tools. The course also includes Operational Measurements, logs, and AMA billing changes required for LNP implementation.

Mode of Delivery

Course 7242 is delivered in 18 hours of instructor-led hands-on training.

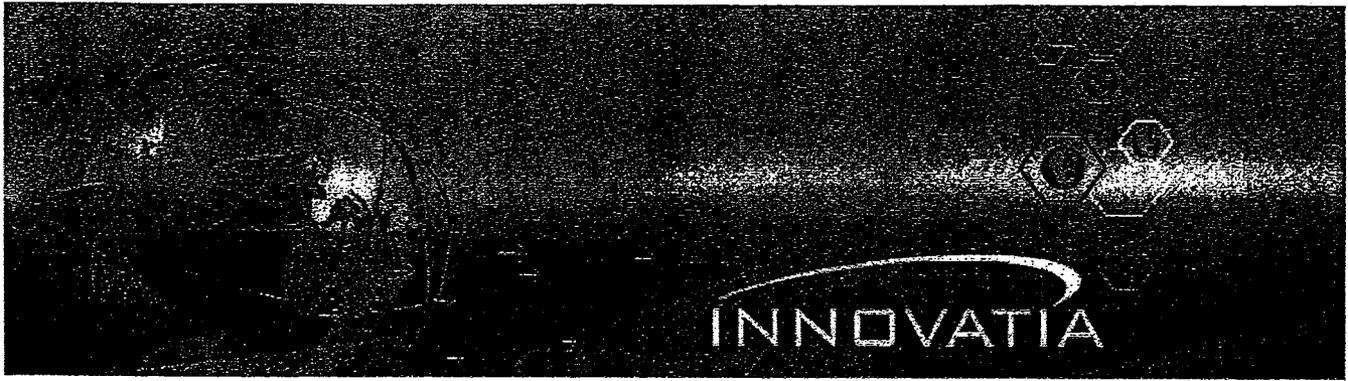
Intended Audience

Anyone with SS7 translations experience who needs to know the specifics of Local Number Portability translations, operations, and troubleshooting.

Objectives

Upon completion of this course, you will be able to:

- Explain why Local Number Portability was developed and how it impacts the key industry service providers
- Explain how LNP fundamentally changes the signalling and routing of local calls
- Identify special translations and engineering provisions necessary to implement LNP in a DMS SuperNode SSP
- Use available DMS SuperNode tools for testing LNP translations and database queries and responses

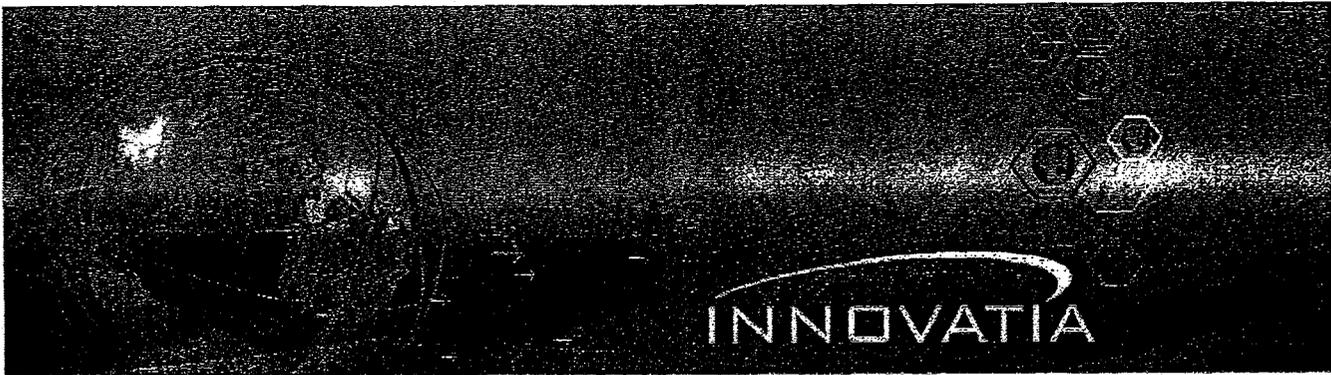


Prerequisites

3403 DMS SuperNode Common Channel Signaling 7 Translations

6000 Introduction to Advanced Intelligent Network (AIN) for SSP

7232 DMS SuperNode Advanced Intelligent Network (AIN) SSP Translations & Operations



Instructor-led Hands-on

Nortel Networks DMS SuperNode Family of Products

Course 7232

DMS SuperNode Advanced Intelligent Network (AIN) SSP Translations & Operations

Price: USD - \$1840

Length: 4 Days (24 Hours)

Course Description

Course 7232 provides instruction and hands-on exercises on the data table interaction and datafill process for the AIN SSP using Operational Measurements (OMs) and logs to identify traffic-related problems.

Mode of Delivery

Course 7232 is delivered in 24 hours of instructor-led hands-on training.

Intended Audience

Anyone responsible for DMS-100 AIM translations and operations

Objectives

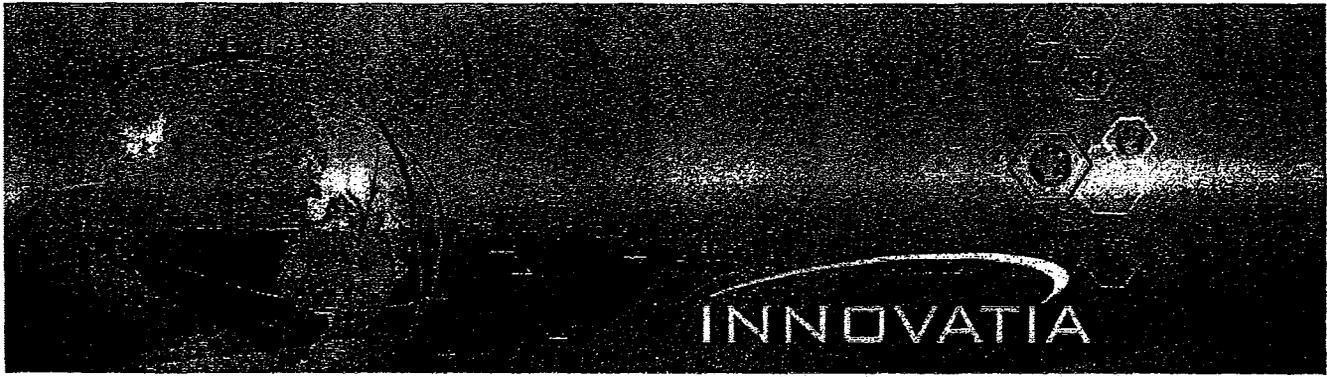
Upon completion of this course, you will be able to:

- Identify general office translation tables classified as treatment, AMA office parameters, message routing, subscription, call routing, and pre-translator as they pertain to AIN
- Describe and datafill AIN trigger types and trigger responses
- Trace AIN call progression through the data tables
- Use available software tools to troubleshoot translations and message routing
- Identify and use the Nortel Networks Technical Publications (NTPs) to datafill trigger tables
- Show how the Table Editor and SERVORD commands are used to manipulate AIN datafill
- Use TRAVER to examine the translation data output of AIN triggers
- Identify and use NTPs to interpret logs and OMs

Prerequisites

3403 DMS SuperNode Common Channel Signaling 7 Translations
6000 Introduction to Advanced Intelligent Network (AIN) for SSP





Instructor-led Hands-on Nortel Networks DMS-10 Family of Products

Course 0285

DMS-10 AIN & LNP Translations

Price: USD - \$1800

Length: 4 Days (24 Hours)

Course Description

Course 0285 provides instruction on how to implement translations for Advanced Intelligent Network (AIN) and Local Number Portability (LNP) to the DMS-10 Switch.

Mode of Delivery

Course 0285 is delivered in 24 hours of instructor-led hands-on training.

Intended Audience

This course is intended for translations personnel, database administrators, maintenance personnel, engineers, and planners.

Objectives

Upon completion of this course you will be able to:

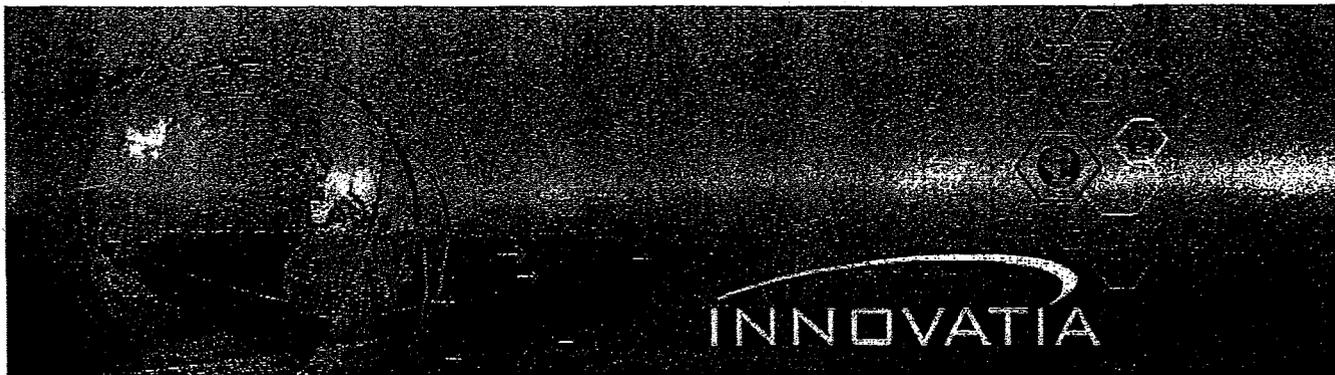
- Configure the basic DMS-10 System for AIN and LNP
- Configure service logic host routes and associated administrative state codes
- Verify the CCS7 network is communicating to the proper Service Control Point (SCP)
- Configure the DMS-10 System to interface with recorded announcement equipment
- Configure the Service Switching Point (SSP) to process AIN and LNP response messages
- Assign AIN and LNP triggers

Prerequisites:

0211 DMS-10 System Translations

0235 DMS-10 Common Channel Signaling 7 (CCS7) OA&M and CLASS Translations
or equivalent experience





Module 1 – Implementation of Advanced Intelligent Network (AIN) in the DMS-10 Switch

Lesson 1 – AIN Functionality in the DMS-10 Switch

- AIN Functions Supported by the DMS-10 Switch

Lesson 2 – CCS7 Links for AIN Communications

- AIN System Configuration
- Service Logic Host Routes
- Communication With The SCP

Lesson 3 – AIN Announcements

- Vendor Digital Recorded Announcement (VDRA) Unit
- Trunk Configuration for Playing AIN Announcements
- Trunk Configuration for Recording AIN Announcements

Lesson 4 – AIN Response Messages

- SCP Response Messages
- SCP Configuration for Processing AIN Response Messages

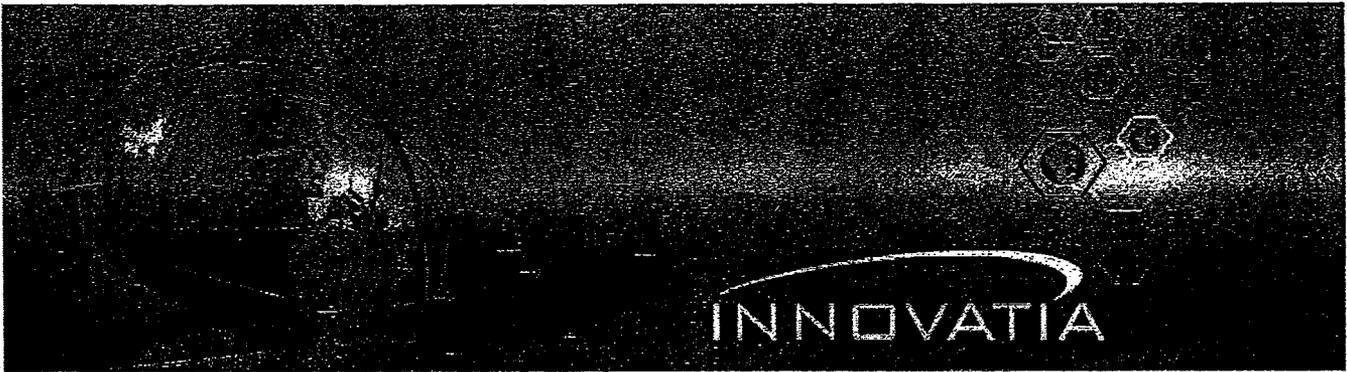
Module 2 – AIN Triggers

Lesson 1 – Station-Based Triggers

- Off-Hook Delay (OHD) Trigger
- Feature Code (FCD) Trigger
- Termination Attempt (TA) Trigger

Lesson 2 – Office Based Triggers

- LNP Service
- Location Routing Numbers (LRNs)
- LNP Network Components
- Basic Network Activities for Porting a DN
- Basic LNP Call Flow
- Signaling Parameters
- Error Conditions
- Basic System Configuration for LNP
- Service Logic Host Routes and Administrative State Codes
- Verify Communication with the SCP
- Configure the DMS-10 Switch for Ported DNs
- Configure LNP Associated Data



- Trunk Group Configuration for LNP Billing Requirements

Lesson 3 – Group-Based Triggers

- Customized Dialing Plan (CDP) Trigger
- Shared Interoffice Trunk (SIT) Trigger

This course can be purchased using Training Bank credits