

SBC Companies

VoiceStream Wireless Corporation filed a letter requesting an adoption under Section 251/252 of the FTA96 of the arbitrated Wireless Interconnection Agreement between Ameritech Wisconsin and United States Cellular Corporation.

The attached agreement will be filed with the Commission for approval and will terminate on the same date as the underlying document. The following information is specific to the new agreement:

Effective date of Agreement	_____
Termination date of Agreement	April 1, 2003
Notice Information (paragraph #):	19.12

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VoiceStream Wireless Corporation

***SBC Telecommunications, Inc.
as agent for Ameritech Wisconsin**

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: President - Industry Markets

Date: _____

Date: _____

AECN/OCN# _____

*WHEREAS by executing this MFN Agreement providing certain rates, terms and conditions, AMERITECH Wisconsin reserves all appellate rights with respect to such rates, terms and conditions and does not waive any legal arguments by executing this Agreement. In particular, AMERITECH Wisconsin notes that on January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Bd.*, 525 U.S. 366 (1999) (and on remand, *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL

116994, 1999 Lexis 3671 (1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234, which is the subject of a pending appeal before the Supreme Court. AMERITECH Wisconsin further acknowledge that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. It is AMERITECH Wisconsin's intent and understanding of state and federal law, that any negotiating history, appeal, stay, injunction or similar proceeding which impacts the applicability of such rates, terms or conditions to the underlying Agreement will similarly and simultaneously impact the applicability of such rates, terms and conditions to Carrier under this MFN Agreement. In the event that any of the rates, terms and/or conditions herein, or any of the laws or regulations that were the basis for a provision of the Agreement, are invalidated, modified or stayed by any action of any state or federal regulatory bodies or courts of competent jurisdiction, including but not limited to any decision or proceeding referenced herein, the Parties shall immediately incorporate changes from the underlying Agreement, made as a result of any such action into this Agreement. Where revised language is not immediately available, the Parties shall expend diligent efforts to incorporate the results of any such action into this Agreement on an interim basis, but shall conform this Agreement to the underlying Agreement, once such changes are filed with the Commission.

* Since this Agreement is an adoption of an existing approved Interconnection Agreement, the term "Effective Date" throughout the Agreement (excluding the title page and Preamble) shall mean _____. The change in "Effective Date" within the Agreement is only intended so that the Parties may meet the operation obligations of the Agreement and in no way is intended to extend the Agreement beyond the termination date of the adopted Agreement.

*Every interconnection, service and network element, if any, provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element.

*The Parties further acknowledge Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the "ISP Intercarrier Compensation Order.") By executing this MFN and carrying out the intercarrier compensation rates, terms and conditions herein, Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin the FCC

ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.

*Carrier under this MFN agreement has not yet provided any Carrier-specific information (as the carrier in the underlying agreement did) to support any modification to THE default rates, percentages and factors in the underlying Agreement. Accordingly, the default rates, percentages and factors in the underlying Agreement will apply to the MFN'ing Carrier UNLESS AND UNTIL the appropriate provisions of the MFN Agreement are invoked by either Party and ALTERNATE RATES, PERCENTAGES, FACTORS AND/OR COMPENSATION RATES ARE NEGOTIATED BY THE PARTIES WHICH ARE SPECIFIC TO THE MFN'ING CARRIER, if any.