

ORIGINAL

August 10, 2004

VIA HAND DELIVERY

Marlene H. Dortch, Secretary
 Federal Communications Commission
 445 Twelfth Street, SW
 Washington, DC 20554

RECEIVED

AUG 10 2004

Federal Communications Commission
 Office of Secretary

**Re: WT DOCKET NO. 04-70
 REDACTED – FOR PUBLIC INSPECTION**

Dear Ms. Dortch:

By letter dated June 29, 2004, Cingular Wireless Corporation and T-Mobile USA, Inc. (collectively the “Submitting Parties”), at the request of Commission staff and in accordance with the Protective Order in WT Docket No. 04-70,¹ submitted through their attorneys confidential copies of the following agreements relating to the unwinding of an infrastructure sharing arrangement between the Submitting Parties:

1. Interest Purchase Agreement;
2. Exchange Agreement;
3. Amendment to GSM Roaming Agreement;
4. Wholesale Agreement;
5. Transition Services Agreement;
6. Radio Purchase and Bailment Agreement;
7. Long-Term *De Facto* Lease Agreement; and
8. License Purchase Agreement.

On August 5, 2004, Cingular Wireless LLC submitted its Quarterly Report on Form 10-Q to the Securities and Exchange Commission (“SEC”). Exhibit 10.66 to that 10-Q filing was a redacted version of item 1 above, the Interest Purchase Agreement. On the same date, Cingular Wireless LLC also filed with the SEC a “Confidential Treatment Request” under Rule 24b-2 of the Securities Exchange Act of 1934, seeking protection for certain terms of the Interest Purchase Agreement which, if disclosed, would cause substantial competitive injury to the Submitting Parties.

The redacted version of the Interest Purchase Agreement having been filed with the SEC, the Submitting Parties hereby submit two copies of that document (as redacted for SEC filing purposes) to be included in the public record of the above-captioned proceeding.

¹ DA 04-729 (WTB rel. Mar. 17, 2004) (“Protective Order”).

No. of Copies rec'd _____
 List Attached _____

dl


Marlene H. Dortch
August 10, 2004
Page 2

If you have any questions, please do not hesitate to contact us.

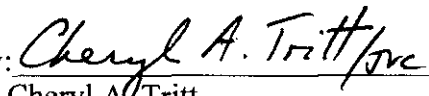
Respectfully submitted,

WILKINSON BARKER KNAUER, LLP

MORRISON & FOERSTER, LLP

By: 

L. Andrew Tollin
Jonathan V. Cohen
Robert G. Kirk
Counsel for Cingular Wireless Corporation

By: 

Cheryl A. Tritt
Doane F. Kiechel
Counsel for T-Mobile USA, Inc.

Enclosures
cc (w/ enc.): Erin McGrath, WTB

INTEREST PURCHASE AGREEMENT

RECEIVED

AUG 10 2004

Federal Communications Commission
Office of Secretary

By and Among

T-Mobile USA, Inc.,

Omnipoint Communications, Inc.

Cingular Wireless LLC

And

SBC Wireless LLC,

Dated

May 24, 2004

TABLE OF CONTENTS

Article I	Definitions.....	2
Article II	Dissolution of Facilities; Terms of Interest Purchase.....	12
2.1	Contribution of Membership Interest to Newco; Appointment of Liquidators	12
2.2	Dissolution of Facilities	12
2.3	Liquidating Committee Supervision of Dissolution	13
2.4	Capital Account True-Up.....	13
2.5	Purchase and Sale of Transferred Newco Membership Interest; Manner of Payment.....	14
2.6	Purchase Price Adjustment	14
2.7	Closing	15
2.8	Closing Deliveries.....	15
2.9	Purchase Price Allocation	17
2.10	Termination of Existing Agreements.....	17
Article III	Representations and Warranties of SBCW and Cingular as to Themselves, Newco and the Transferred Newco Membership Interest	18
3.1	Organization, Corporate Power	18
3.2	Authority	18
3.3	No Conflict.....	18
3.4	The Transferred Newco Membership Interest	19
3.5	Consents and Approvals	19
3.6	No Litigation.....	19
3.7	No Brokers	20
3.8	Newco	20
3.9	Facilities	20
Article IV	Representations and Warranties of SBCW and Cingular as to the Cingular Assets and Cingular Sub.....	21
4.1	Organization and Corporate Power.....	21
4.2	No Conflict.....	21
4.3	Capitalization; Subsidiaries	22
4.4	Financial Statements of Cingular Sub.....	22
4.5	No Undisclosed Liabilities.....	22
4.6	No Material Adverse Change.....	22
4.7	Tax Matters	23
4.8	Cingular Assets	24
4.9	Title to Cingular Network Assets	24
4.10	Real Property; Leased Real Property	25

4.11	Environmental Matters.....	27
4.12	Litigation.....	28
4.13	Employees; Employee Plans.....	28
4.14	Material Contracts; No Violation.....	28
4.15	Compliance with FAA and FCC Tower and Cell Site Requirements	29
Article V	Representations and Warranties of Purchaser	30
5.1	Status and Investment Intent.....	30
5.2	Organization and Corporate Power.....	30
5.3	Authority.....	30
5.4	No Conflict.....	31
5.5	Consents and Approvals	31
5.6	No Litigation.....	31
5.7	Facilities.....	32
5.8	No Brokers.....	32
5.9	Financial Capability.....	32
Article VI	Covenants of the Parties; Additional Agreements.....	32
6.1	Conduct of Business	32
6.2	Breach of Representations and Warranties (Cingular and SBCW)	33
6.3	Breach of Representations and Warranties (T-Mobile and Purchaser)	34
6.4	Expenses	34
6.5	Further Assurances.....	34
6.6	Public Announcements	34
6.7	Certain Taxes	35
6.8	Waiver of Transfer Restrictions.....	35
6.9	HSR Act.....	35
6.10	Access to Cingular Employees	36
6.11	Transition Services.....	36
6.12	Gateway Switching	36
6.13	No Opposition.....	36
6.14	Co-location.....	36
6.15	Mobile Network Code.....	36
6.16	Continuing Obligations.....	38
6.17	Reasonable Access.....	38
6.18	Contesting Governmental Approval	38
6.19	Update of Schedule A and Schedule B	39
6.20	Property Taxes	39
6.21	Transfer of Contingent Consent Leases.....	39
6.22	Contribution of Sites held by a CA/NV Sublessor, as Cingular Affiliate	42
6.23	Building Coverage Sites	43
6.24	Global Lease Consent Acknowledgement.....	44
6.25	Cingular Leased Permitting Sites.....	44
Article VII	Closing Conditions of T-Mobile and Purchaser.....	44
7.1	Illegality	44
7.2	Representations and Warranties of SBCW and Cingular	45

7.3	Approvals and Consents	46
7.4	Closing Deliveries.....	46
7.5	AWE Merger.....	46
7.6	Cingular and SBCW Compliance with Covenants	46
7.7	Lease Agreements.....	46
Article VIII	Closing Conditions of Cingular and SBCW	47
8.1	Illegality	47
8.2	Representations and Warranties of Purchaser and T-Mobile	47
8.3	Approvals and Consents	47
8.4	Closing Deliveries.....	47
8.5	Closing of AWE Merger; No Qualifying Divestiture.....	47
8.6	T-Mobile and Purchaser Compliance with Covenants	47
8.7	Lease Agreement	48
Article IX	Indemnification	48
9.1	Indemnification by Cingular and SBCW	48
9.2	Indemnification by T-Mobile and Purchaser	48
9.3	Notice of Claims; Calculation of Damages or Expense.....	49
9.4	Third Party Claims.....	49
9.5	No Special Damages.....	51
9.6	Limitations	51
9.7	Exclusive Remedy	52
9.8	Pending Claims	53
Article X	Termination	53
10.1	Termination Events.....	53
10.2	Effect of Termination.....	54
Article XI	Dispute Resolution	54
11.1	Hierarchy of Dispute Resolution Procedures.....	54
11.2	Arbitration (except as set forth in Section 11.3).....	55
11.3	Dispute Resolution Procedures Regarding Disputes under Sections 7.1, 7.2 and 7.6.....	57
11.4	Judicial Procedure.....	57
11.5	Obligation to Continue Performance Pending Resolution of a Dispute	57
Article XII	General.....	58
12.1	Amendments, Waivers and Consents	58
12.2	Governing Law	58
12.3	Section Headings	58
12.4	Counterparts.....	58
12.5	Notices and Demands	58
12.6	Partial Invalidity.....	59
12.7	Waiver.....	60
12.8	Entire Agreement.....	60
12.9	Interpretation.....	60

12.10	Assignment	60
12.11	No Third-Party Beneficiaries	61
12.12	Enforcement of Agreement.....	61

EXHIBIT LIST

Exhibit A – Exchange Agreement

Exhibit B – Roaming Agreement Amendment

Exhibit C – Wholesale Agreement

Exhibit D – Transition Services Agreement

Exhibit E – Radio Bailment Agreement

INTEREST PURCHASE AGREEMENT

THIS INTEREST PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of May 24, 2004 by and among Omnipoint Communications, Inc., a Delaware corporation (“**Purchaser**”), SBC Wireless LLC, a Delaware limited liability company (“**SBCW**”), T-Mobile USA, Inc., a Delaware corporation (formerly VoiceStream Wireless Corporation) (“**T-Mobile**”), and Cingular Wireless LLC, a Delaware limited liability company (“**Cingular**”) (T-Mobile, Purchaser, Cingular and SBCW may be individually referred to as a “**Party**” and may be collectively referred to as the “**Parties**”). Except as otherwise indicated herein, capitalized terms used herein are defined in Article I.

WHEREAS, on November 1, 2001 (the “**Formation Date**”), pursuant to the GSM Facilities, LLC Formation and Contribution Agreement dated as of October 12, 2001 (the “**Formation Agreement**”) Omnipoint Facilities Network 1, LLC, a Delaware limited liability company (“**Omnipoint**”) contributed to GSM Facilities, LLC, a Delaware limited liability company (“**Facilities**”); all of the membership interests in Omnipoint Facilities Network 2, LLC (“**T-Mobile Sub**”) and SBCW contributed to Facilities all of the membership interests in Pacific Bell Wireless LLC (“**Cingular Sub**”), each of which possessed wireless network assets, in each case in exchange for a 50% membership interest in Facilities having the rights, preferences and obligations set forth in the GSM Facilities LLC Agreement dated as of November 1, 2001 (the “**Facilities LLC Agreement**”);

WHEREAS, in connection with the Formation Agreement, the parties thereto executed and delivered the Facilities LLC Agreement, the Technical Services Agreement, the California System Access and Services Agreement, the New York System Access and Services Agreement, and the Reciprocal Home Roaming Agreement (the “**Existing Ancillary Agreements**”) and other agreements identified in the Formation Agreement;

WHEREAS, on February 17, 2004, Cingular entered into a definitive agreement to acquire AT&T Wireless Services, Inc. (“**AWE**”) (the “**AWE Merger**”);

WHEREAS, the Parties desire to cause the dissolution of Facilities, in connection with which SBCW will receive a distribution of all of the membership interests in Cingular Sub,

WHEREAS, immediately prior to the Closing (as hereinafter defined), SBCW will contribute all of the membership interests in Cingular Sub to a Delaware limited liability company wholly owned by SBCW (“**Newco**”);

WHEREAS, Purchaser desires to purchase from SBCW and SBCW desires to sell to Purchaser, immediately after such distribution, all of SBCW’s outstanding right, title and interest to its membership interest in Newco; and

WHEREAS, simultaneously with the execution of this Agreement, Affiliates of T-Mobile and Cingular have entered into the License Purchase Agreement (as hereinafter defined) providing for the purchase by T-Mobile from Cingular of certain FCC licenses covering certain markets in California and Nevada and Cingular, Affiliates of Cingular, T-Mobile, and Affiliate

of T-Mobile have entered into the Long Term *De Facto* Transfer Lease Agreement (as defined herein).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Except as otherwise provided herein, the capitalized terms set forth below shall have the following meanings. Capitalized terms not defined in this Agreement shall have the meaning set forth in the Facilities LLC Agreement.

“Accommodator” has the meaning set forth in Section 12.10 hereof.

“Affiliate” means, when used with reference to a specific Person, any Person that, directly or indirectly, or through one or more intermediaries, Owns and Controls, is Owned and Controlled by, or is under common Ownership and common Control with, such specific Person.

“Agreement” has the meaning set forth in the Preamble hereof.

“Ancillary Agreements” means the Exchange Agreement, the License Purchase Agreement, the Long Term *De Facto* Transfer Lease Agreement, the Transition Services Agreement, the Wholesale Agreement, the Roaming Agreement Amendment, and the Radio Bailment Agreement, each as defined herein.

“Arbitration Demand” has the meaning set forth in Section 11.2(b) hereof.

“Arbitrators” has the meaning set forth in Section 11.2(c) hereof.

“AWE” has the meaning set forth in the third recital hereof.

“AWE Merger” has the meaning set forth in the third recital hereof.

“AWE Merger Agreement” means that certain Agreement and Plan of Merger by and among AT&T Wireless Services, Inc., Cingular Wireless Corporation, Cingular Wireless, LLC and Links I Corporation, SBC Communications, Inc. and BellSouth Corporation dated as of February 17, 2004.

“Bankruptcy” means, with respect to any Person, the happening of any one or more of the following events: (a) a Person (or, in the case of any Person that is a partnership, any general partner thereof) (i) makes an assignment for the benefit of creditors; (ii) files a voluntary petition in bankruptcy; (iii) is adjudged to be bankrupt or insolvent, or there has been entered against such Person (or general partner) an order for relief, in any bankruptcy or insolvency proceeding; (iv) files a petition or answer seeking in respect of such Person (or such general partner) any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief

under any Law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person (or such general partner) in any proceeding of a nature described above; or (vi) seeks, consents or acquiesces in the appointment of a trustee, receiver, conservator or liquidator of such Person (or such general partner) or of all or any substantial part of such Person's (or such general partner's) properties; or (b) 120 days after the commencement of any proceeding against any Person (or such general partner) seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law, if such proceeding has not been dismissed, or within 90 days after the appointment without such Person's (or such general partner's) consent or acquiescence of a trustee, receiver or liquidator of the Person (or such general partner) or of all or any substantial part of such Person's (or such general partner's) properties, if such appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, if such appointment is not vacated.

"Base Balance Sheet" has the meaning set forth in Section 4.4 hereof.

"Building Coverage Sites" means those Sites where "Pico" cells or similar cell equipment have been deployed in connection with a commercial services arrangement (either documented or established through a course of dealing) with a wireless customer or building owner and identified in Schedule F attached.

"Business Day" means any day other than a Saturday or Sunday or a day on which the FedWire System operated by the Federal Reserve Bank of New York is closed.

"California/Nevada" means the Los Angeles-San Diego MTA and the San Francisco-Oakland-San Jose MTA.

"CA/NV Master Lease" means that certain Master Sublease Agreement having SBC Towers Holdings, LLC, as sublessor and CA/NV Sublessor, as sublessee and governing the terms of the CA/NV Master Sites.

"CA/NV Master Sites" means the Cingular In Service Properties currently leased to (and by) CA/NV Sublessor subject to CA/NV Master Lease and as set forth on Schedule E attached.

"CA/NV Master Sublease" means that certain Master Site Agreement having CA/NV Sublessor, as sublessor and Cingular Sub, as sublessee and governing the terms of the CA/NV Master Sites and the CA/NV Sites.

"CA/NV Sites" means the Cingular In Service Properties currently leased to (and by) CA/NV Sublessor subject to certain primary ground leases and as set forth on Schedule E-1 attached.

"CA/NV Sublessor" means CA/NV Tower Holdings, LLC.

"CERCLA" means the Comprehensive Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. §9601 *et seq.*

“Certificate of Cancellation” has the meaning set forth in Section 2.3 hereof.

“Change Notice” has the meaning set forth in Section 6.2 hereof.

“Cingular” has the meaning set forth in the Preamble hereof.

“Cingular Assets” means the Cingular Network Assets and the Cingular Real Property Assets, specifically excluding the Excluded Assets.

“Cingular Disclosure Schedule” has the meaning set forth in the Preamble of Article III hereof.

“Cingular Fee Properties” means those Cingular Real Property Assets for which Cingular Sub has a fee simple possessory interest as set forth on Schedule B-1 attached.

“Cingular Indemnified Parties” has the meaning set forth in Section 9.2 hereof.

“Cingular In Service Properties” means (i) the Cingular Fee Properties and (ii) Cingular Leased Properties that, in each case, are “on air” and operational (excepting any voluntary, involuntary or temporary outages in operation), but excluding Building Coverage Sites and Cingular Leased Permitting Sites.

“Cingular Leased Permitting Sites” means Sites that are subject to a Cingular Sub Lease for which Permitting is ongoing, including those Sites as set forth on Schedule D-1 attached.

“Cingular Leased Properties” means land and/or improvements comprising cell sites and switch sites related to the California/Nevada network for which Cingular Sub holds a leasehold or license interest, leasehold estate, access right, easement or other non fee simple possessory interest, or derives a benefit therefrom (other than Excluded Assets), including those real estate and quasi-real estate interests benefiting Cingular Sub listed on Schedules B, C-1, C-1-b, D-1, E and E-1 but excluding Schedule C-2.

“Cingular Material Adverse Effect” means any change or effect that (i) is materially adverse to the properties, assets, business, financial condition or results of operations of Newco or Cingular Sub or (ii) would materially adversely affect the Transferred Newco Membership Interest or the ability of SBCW or Cingular to perform its obligations under this Agreement; provided, however, that effects relating to (w) actions or omissions of Cingular Sub, SBCW or Cingular taken with the prior written consent of an authorized signatory of T-Mobile as set forth in Section 12.1 and delivered pursuant to the notice provisions of Section 12.5 of this Agreement, (x) effects caused by the public announcement of, and response or reaction of customers, vendors, or licensors of Cingular Sub to, this Agreement or any of the transactions contemplated hereby, (y) changes or conditions (including changes in technology, Law, or regulatory or market environment) affecting the wireless telecommunications industry generally or (z) changes in economic, regulatory or political conditions generally, shall not be deemed to constitute, and shall not be considered in determining whether there exists, a material adverse effect.

“Cingular Network Assets” means all of the assets of Cingular Sub other than the Excluded Assets and the Cingular Real Property Assets, including all assets listed on Schedule A.

“Cingular Non-Leased Permitting Sites” means Sites that are not owned or leased by Cingular Sub, but for which Permitting is ongoing in advance of obtaining a Cingular Sub Lease, including those Sites as set forth on Schedule D-2 attached.

“Cingular Permitting Sites” means Cingular Non-Leased Permitting Sites and Cingular Leased Permitting Sites.

“Cingular Real Property Assets” means collectively, the Cingular Fee Property, Cingular Leased Properties, Cingular Permitting Sites and Building Coverage Sites.

“Cingular Sub” has the meaning set forth in the first recital hereof.

“Cingular Sub Leases” means the leases, licenses, easements and other agreements creating Cingular Sub’s interests in the Cingular Leased Properties from which Cingular Sub derives benefit, including, by way of example, the CA/NV Master Lease and the CA/NV Master Sublease.

“Cingular Sub Distribution” has the meaning set forth in Section 2.2 hereof.

“Cingular Switch Properties” means those certain Cingular Leased Properties all or part of which are used as a switch site in connection with the California/Nevada network, including those Sites as set forth on Schedule C-1 attached.

“Claim Notice” has the meaning set forth in Section 9.3(a) hereof.

“Closing” has the meaning set forth in Section 2.7 hereof.

“Closing Conditions Satisfaction Date” has the meaning set forth in Section 2.7(a) hereof.

“Closing Date” means the date on which the Closing occurs.

“Closing Date Omnipoint Capital Account Balance” has the meaning set forth in Section 2.4(b) hereof.

“Closing Date True-Up Payment” has the meaning set forth in Section 2.4(a) hereof.

“Contingent Consent Lease” means a Cingular Sub Lease requiring the counterparty to consent to the Transfers or waive the breach or default caused by the Transfers under the Cingular Sub Lease.

“Contingent Consent Sites” means Sites subject to a Contingent Consent Lease.

“Contract” means written or oral contracts, arrangements, plans, leases, licenses, franchises, permits, indentures, authorizations, instruments and other commitments.

“Control” and derivations thereof means the direct or indirect power to direct, or cause the direction of, the management or affairs of a Person.

“Covenant Closing Claim” has the meaning set forth in Section 7.6 hereof.

“CPR Rules” means the CPR Non-Administered Arbitration Rules as in effect from time to time, promulgated by the CPR Institute for Dispute Resolution or successor organization.

“Damages” means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages or other charges.

“Discounted Purchase Price” has the meaning set forth in Section 2.7(b) hereof.

“Dispute” has the meaning set forth in Section 11.1 hereof.

“Disputing Party” has the meaning set forth in Section 11.2(a) hereof.

“Dissolution” has the meaning set forth in Section 2.2 hereof.

“Environmental Laws” means all Laws relating to pollution or protection of human health or the environment (including ambient air, surface water, ground water, land surface, or subsurface strata) including CERCLA, RCRA, and other Laws relating to emissions, discharges, releases, or threatened releases of any Hazardous Material, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of any Hazardous Material. The term “Environmental Laws” shall include, without limitation, the environmental rules of the FCC, 47 C.F.R. §§ 1.1301 to 1.1319, which implement the National Environmental Policy Act of 1969, 42 U.S.C. § 4321 *et seq.*

“ERISA” means the Employee Retirement Income Security Act of 1974.

“Existing Ancillary Agreements” has the meaning set forth in the second recital.

“Exchange” has the meaning set forth in Section 12.10 hereof.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Exchange Agreement” has the meaning set forth in Section 2.8(a) hereof.

“Excluded Assets” has the meaning set forth in Schedule 4.8 hereof.

“Expenses” means any and all reasonable expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified under this Agreement (including court filing fees, court costs, arbitration fees or costs, witness fees and reasonable fees and expenses of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals).

“**FAA**” means the Federal Aviation Administration.

“**Facilities**” has the meaning set forth in the first recital hereof.

“**Facilities LLC Agreement**” has the meaning set forth in the first recital.

“**Final Capital Account Determination**” has the meaning set forth in Section 2.4(b) hereof.

“**Final Order**” means an action taken or order issued by the applicable Governmental Body as to which (a) no request for stay of the action or order is pending, no such stay is in effect, and any deadline for filing any such request has passed; (b) no petition for rehearing or reconsideration of the action or order, or protest of any kind, is pending before the Governmental Body and the time for filing any such petition or protest is passed; (c) the Governmental Body does not have the action or order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (d) the action or order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed.

“**FCC**” means the Federal Communications Commission or any successor agency.

“**Follow-On Period**” has the meaning set forth in Section 6.15(a) hereof.

“**Formation Agreement**” has the meaning set forth in the first recital hereof.

“**Formation Date**” has the meaning set forth in the first recital hereof.

“**GAAP**” means U.S. generally accepted accounting principles applied on a consistent basis.

“**Gateway Switch**” means any voice switch in a GSM network that provides interconnection between master switch controllers and other non-GSM voice switches or ancillary service platforms (*e.g.* voice mail, PSAP) but does not have direct interconnection to base station controllers.

“**Gateway Switching**” means a specialized mobile switching center that is used to interface with the fixed network (PSTN/ATM/ISDN) for inbound traffic, as well as interface for certain service control functions such as long distance routing, voicemail services and SMS systems.

“**Governmental Approval**” means any consent, approval or authorization of, or declaration, filing or registration with, or notice to, or order or action of, any court, administrative agency or other Governmental Body, provided that for purposes of only Section 6.18 and the definition of “Qualifying Divestiture,” “Governmental Approval” shall mean any consent, approval or authorization of, or order or action of, any court, administrative agency or other Governmental Body, including but not limited to the United States Department of Justice.

“Governmental Body” means any foreign, federal, state or local government or any division thereof, or any court, tribunal, administrative agency or commission or governmental or other regulatory authority or agency.

“Hazardous Material” means any chemical, substance, waste, material, pollutant, contaminant, equipment or fixture defined as or deemed hazardous or toxic or otherwise regulated under any Environmental Law, including RCRA hazardous wastes and CERCLA hazardous substances, pesticides and other agricultural chemicals, oil and petroleum products or byproducts and any constituents thereof, asbestos and polychlorinated biphenyls (PCBs).

“HSR Act” means Section 7A of the Clayton Act, as added by Title II of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

“Indemnified Party” has the meaning set forth in Section 9.3(a) hereof.

“Indemnitor” has the meaning set forth in Section 9.3(a) hereof.

“Initial Period” has the meaning set forth in Section 6.15(a) hereof.

“Interim Balance Sheet” has the meaning set forth in Section 4.4 hereof.

“IRS” means the U.S. Internal Revenue Service.

“Knowledge” and the phrases “to the knowledge of,” “is not aware,” “has not received notice,” and any other similar phrases, as used with respect to (a) Cingular or SBCW means those facts that are actually known by Stan Sigman (CEO), Peter A. Ritcher (CFO), Gregg Hall (Controller), Ralph de la Vega (COO), Joaquin Carbonell (Executive Vice President and General Counsel), Carol Tacker (Vice President and Assistant General Counsel), Stephen McGaw (Senior Vice President Corporate Development), Ed Reynolds (President of Network Operations), Jim Jacot (Network Operations California), Mike Pietropola (Vice President Network Operations Support), Alison Hall (Vice President Roaming Strategy and Realization), David Gallagher (Acting Vice President, Western Region Network Operations), Adam Gasper (Director Corporate Development), Charles M. Nalbhone (Chief Counsel/Corporate Development); and (b) T-Mobile or Purchaser means those facts that are actually known by Robert Dotson (CEO), Brian Kirkpatrick (CFO), Allyn Hebner (Vice President and Controller), David A. Miller (Senior Vice President and General Counsel), Lauren Venezia (Vice President, Legal Affairs), Timothy Wong (Executive Vice President, Engineering & Technical Operations), Cregg Baumbaugh (Executive Vice President of Finance, Strategy & Development), Dirk Mosa (Vice President-Corporate Development), and Dave Mayo (Vice President, Engineering, Finance and Planning).

“Law” means any code, law (including common law), ordinance, regulation, reporting or licensing requirement, rule, or statute applicable to a Person or its assets, liabilities, or business, including those promulgated, interpreted or enforced by any Governmental Body.

“**Lease Consents**” has the meaning set forth at Section 6.21 hereof.

“**License Purchase Agreement**” means that certain FCC License Purchase Agreement by and between Pacific Telesis Mobile Services, LLC, Cingular and T-Mobile dated of even date herewith.

“**Liquidating Committee**” has the meaning set forth in Section 2.2 hereof.

“**Lien**” means any conditional sale agreement, default of title, easement, encroachment, encumbrance, hypothecation, indebtedness, infringement, lien, mortgage, note, pledge, reservation, security interest, title retention or other security arrangement, or any adverse right or interest, charge, or claim of any nature whatsoever of, on, or with respect to any property or property interest.

“**Long Term De Facto Transfer Lease Agreement**” means that certain Long Term *De Facto* Lease Agreement by and among the wholly-owned subsidiaries of Cingular listed in Exhibit A thereto, on the one hand, and T-Mobile and the subsidiary of T-Mobile named in Exhibit B thereto, on the other hand, dated of even date herewith.

“**Material Contracts**” has the meaning set forth in Section 4.14(a) hereof.

“**Maximum Amount**” has the meaning set forth in Section 9.6(a) hereof.

“**Negotiation Period**” has the meaning set forth in Section 9.3(c) hereof.

“**Newco**” has the meaning set forth in the fifth recital hereof.

“**Omnipoint**” has the meaning set forth in the first recital hereof.

“**Omnipoint True-Up Adjustment Payment**” has the meaning set forth in Section 2.4(b) hereof.

“**Operating Standards**” means the Facilities Network Design, Capital Expenditure, Operating Expense, and Performance Standards in the form attached to the Facilities LLC Agreement.

“**Order**” means any administrative decision or award, decree, injunction, judgment, order, quasi-judicial decision or award, ruling, or writ of any federal, state, local or foreign or other court, tribunal, administrative agency, or other Governmental Body or any arbitrator or mediator.

“**Ordinary Course of Business**” means the conduct of a business in the ordinary course consistent with past practice.

“**Other Party**” has the meaning set forth in Section 10.1 hereof.

“Own” or **“Ownership”** means to own, or the possession of beneficial ownership of, more than fifty percent (50%) of the equity securities or interests of a Person.

“Parties” or **“Party”** has the meaning set forth in the Preamble to this Agreement.

“Pending Claims” has the meaning set forth in Section 9.8 hereof.

“Permits” means any federal, state, local or foreign governmental approval, authorization, certificate, easement, filing, franchise, license, notice, permit, or right to which any Person is a party or that is or may be binding upon or inure to the benefit of any Person or its securities, assets, or business.

“Permitted Liens” means: (a) statutory liens for current real or personal property taxes not yet due and payable; (b) worker’s, carrier’s and materialmen’s liens incurred in the ordinary course of business related to obligations not yet due and payable; (c) easements, rights of way or similar grants of rights to a third party for access, installation, maintenance or repair of or to across any Cingular Real Property, as applicable, including, without limitation, rights of way or similar rights granted to any utility or similar entity in connection with the provision of electric, telephone, water, sewer, cable, gas or similar services; (d) third party leases where Cingular Sub is the lessor or sublessor; (e) agreements creating leasehold interests of Cingular Sub or a landlord of Cingular Sub; (f) liens that are immaterial in character, amount or extent, or that do not materially detract from the value and interfere in any material respect with the current use of any Cingular Real Property Assets or Cingular Assets; (g) restrictions and conditions due to zoning, land use or building code Laws; (h) private declarations, covenants, restrictions, and conditions that do not prohibit or materially impair the use of the Cingular Real Property Assets currently in operation for their current uses, and (i) any Lien placed upon the underlying interest(s) in a Cingular Leased Property of the lessor or sublessor of the underlying interest.

“Permitting” means, with respect to any Cingular Real Property Assets, any ongoing permitting work, site selection and other activities (including zoning applications, appeals to application denials, zoning permitting, building permitting and construction permitting) that are preliminary to placing ‘on air’ and in operation such Cingular Real Property Assets.

“Person” means any general partnership, limited partnership, corporation, limited liability company, joint venture, trust, business trust, governmental agency, cooperative, association, individual or other entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person as the context may require.

“Promissory Note” has the meaning set forth in Section 2.7(b) hereof.

“Purchase Price” has the meaning set forth in Section 2.5(b) hereof.

“Purchaser” has the meaning set forth in the Preamble hereof.

“Qualifying Divestiture” has the meaning set forth in Schedule 6.18(a) attached hereto.

“RCRA” means the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 *et seq.*

“**Representation Closing Claim**” has the meaning set forth in Section 7.2 hereof.

“**Restricted List**” has the meaning set forth in Section 6.15(b) hereof.

“**Roaming Agreement Amendment**” has the meaning set forth in Section 2.8(a) hereof.

“**SBC Affiliated Switch Sites**” means the Cingular Switch Properties that are co-located on SBC Communications, Inc. premises, being those Sites listed on Schedule C-1-b attached.

“**SBCW**” has the meaning set forth in the Preamble hereof.

“**SBCW Contribution**” has the meaning set forth in Section 2.1 hereof.

“**SBCW True-Up Adjustment Payment**” has the meaning set forth in Section 2.4(b) hereof.

“**SEC**” shall mean the Securities and Exchange Commission, or any successor agency thereto.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Securities Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Site**” means any cell site or switch site owned, leased or otherwise utilized by Cingular, T-Mobile, or Facilities and their respective Affiliates, as applicable.

“**Site Loss Damage Amount**” has the meaning set forth in Section 6.21 hereof.

“**Site Operating Agreement**” has the meaning set forth in Section 6.21 hereof.

“**Special Damages**” has the meaning set forth in Section 9.5 hereof.

“**Subsidiary**” of any Person means any Person in which such first Person owns a majority of the equity and voting interests, either directly or through one or more Subsidiaries.

“**Switching**” means the process of connecting appropriate lines and/or trunks to form a desired communications path between two station sets, or more generally, any two arbitrary points in a telecommunications network, including functions such as signaling, monitoring the status of circuits, translating address to routing instructions, alternate routing, testing circuits for busy conditions, and detecting and recording troubles.

“**Tail Period**” means a period of twenty-four consecutive months, or such shorter period as may be mutually agreed upon by Cingular and T-Mobile, commencing upon a dissolution of Facilities.

“**Tax Return**” means any return, declaration, report, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“**Taxes**” means any federal, state, local, foreign or other taxes, including without limitation income taxes, estimated taxes, excise taxes, sales taxes, use taxes, gross receipts taxes, franchise taxes, employment and payroll related taxes, withholding taxes, stamp taxes, transfer taxes and property taxes, whether or not measured in whole or in part by net income.

“**Terminating Party**” has the meaning set forth in Section 10.1 hereof.

“**Third Party Claim**” has the meaning set forth in Section 9.4 hereof.

“**Threshold Amount**” has the meaning set forth in Section 9.6(a) hereof.

“**T-Mobile**” has the meaning set forth in the Preamble hereof.

“**T-Mobile Indemnified Parties**” has the meaning set forth in Section 9.1 hereof.

“**T-Mobile Sub**” has the meaning set forth in the first recital hereof.

“**T-Mobile Sub Distribution**” has the meaning set forth in Section 2.2 hereof.

“**Transfers**” has the meaning set forth in Section 4.10(a) hereof.

“**Transfer Taxes**” has the meaning set forth in Section 6.7 hereof.

“**Transferred Newco Membership Interest**” has the meaning set forth in Section 2.5(a) hereof.

“**Transition Services Agreement**” has the meaning set forth in Section 2.8(a).

“**Wireless Services**” means broadband personal communications services and any ancillary related services provided pursuant to a license granted by the FCC under Part 24 or other relevant part of the FCC’s rules.

“**Wholesale Agreement**” has the meaning set forth in Section 2.8(a) hereof.

ARTICLE II

DISSOLUTION OF FACILITIES; TERMS OF INTEREST PURCHASE

2.1 Contribution of Membership Interest to Newco; Appointment of Liquidators. Immediately prior to the Closing (as hereinafter defined) and following the dissolution of Facilities, SBCW shall contribute all of its right, title and interest to its membership interest in Cingular Sub to Newco (the “**SBCW Contribution**”), which shall be a newly-formed Delaware limited liability company wholly-owned by SBCW.

2.2 Dissolution of Facilities. Immediately prior to the Closing, SBCW and Omnipoint shall unanimously select SBCW and Omnipoint as the liquidating committee (“**Liquidating Committee**”) pursuant to Section 12.2 of the Facilities LLC Agreement (and

indicate the natural persons with authority to act on behalf of SBCW and Omnipoint, respectively). Immediately thereafter, and immediately prior to the Closing and prior to the SBCW Contribution, Facilities shall be dissolved (the “**Dissolution**”) by the Liquidating Committee according to the provisions of the Facilities LLC Agreement, provided that no Party shall be required to make any payment to Facilities or to any other Party pursuant to Section 12.1 of the Facilities LLC Agreement. In the Dissolution, the Parties shall cause Facilities to distribute (a) to Omnipoint, Facilities’ entire membership interest in T-Mobile Sub, which shall hold all of the network assets owned by Facilities or any Subsidiary thereof related to the operation of Facilities in the New York BTA (the “**T-Mobile Sub Distribution**”), and (b) to SBCW, Facilities’ entire membership interest in Cingular Sub, which shall hold all of the network assets owned by Facilities or any Subsidiary thereof related to the operation of Facilities in the Los Angeles-San Diego MTA and the San Francisco-Oakland-San Jose MTA (the “**Cingular Sub Distribution**”). Notwithstanding anything to the contrary herein, any liability for Damages and Expenses in connection with any claims, demands, actions, suits or proceedings against Facilities relating to actions, inactions, liabilities or obligations arising or occurring prior to Closing, any liability of the Members of Facilities for operating expenses of Facilities and any expense relating to the Dissolution or winding-up of Facilities shall be allocated between Omnipoint and SBCW on the same basis as liability would have been allocated between them as Members of Facilities at the time the matter giving rise to the liability occurred or arose. T-Mobile shall cause Omnipoint to take all actions set forth in this Section 2.2.

2.3 Liquidating Committee Supervision of Dissolution. The Parties agree that at and after the Closing, the Liquidating Committee of Facilities shall supervise the winding up of Facilities’ affairs in accordance with the terms of the Facilities LLC Agreement and with applicable state Law, and shall endeavor to cause Facilities, as promptly as practicable following the Closing, to terminate its existence by filing a Certificate of Cancellation (the “**Certificate of Cancellation**”) with the Delaware Secretary of State. In winding up the affairs of Facilities, the Liquidating Committee shall make decisions, resolve disputes and otherwise conduct its affairs in the manner prescribed in the Facilities LLC Agreement for the Management Committee.

2.4 Capital Account True-Up.

(a) The parties estimate that immediately following the Dissolution and taking into account the T-Mobile Sub Distribution, Omnipoint’s Capital Account in Facilities shall have a positive balance of two hundred million dollars (\$200,000,000), as computed in accordance with the terms of the Facilities LLC Agreement. The parties estimate that immediately following and taking into account the Cingular Sub Distribution, SBCW’s Capital Account in Facilities shall have a negative balance of two hundred million dollars (\$200,000,000), as determined in accordance with the terms of the Facilities LLC Agreement. At the Closing, and simultaneously with the T-Mobile Sub Distribution and Cingular Sub Distribution, Cingular shall cause SBCW to make a cash contribution to Facilities in the amount of two-hundred million dollars (\$200,000,000), in satisfaction of its estimated Capital Account deficit restoration obligation. Immediately upon receipt of such contribution, the Parties shall cause Facilities to distribute such amount to Omnipoint in satisfaction of the estimated Omnipoint Capital Account balance (the “**Closing Date True-Up Payment**”).

(b) Within ninety (90) days following the Closing Date (as hereinafter defined), T-Mobile and Cingular shall jointly determine, in accordance with the terms of the Facilities LLC Agreement, the actual amount of the Capital Accounts of Omnipoint (the "**Closing Date Omnipoint Capital Account Balance**") and SBCW as of the Closing (taking into account the T-Mobile Sub Distribution and the Cingular Sub Distribution but without taking into account the Closing Date True-Up Payment and without taking into account clauses (c) and (d) of the definition of "**Gross Asset Value**" in the Facilities LLC Agreement) (the "**Final Capital Account Determination**"), it being acknowledged that, pursuant to the terms of the Facilities LLC Agreement, the sum of the Capital Account balances of Omnipoint and SBCW following the T-Mobile Sub Distribution and the Cingular Sub Distribution must equal zero. In the event that the Closing Date Omnipoint Capital Account Balance exceeds the Closing Date True-Up Payment, Cingular shall, within ten (10) Business Days following the date of the Final Capital Account Determination, cause SBCW to make a cash payment to Omnipoint in the amount of such excess (the "**SBCW True-Up Adjustment Payment**"). In the event that the Closing Date Omnipoint Capital Account Balance is less than the Closing Date True-Up Payment, T-Mobile shall, within ten (10) Business Days following the date of the Final Capital Account Determination, cause Omnipoint to make a cash payment to SBCW in the amount of such excess (the "**Omnipoint True-Up Adjustment Payment**").

2.5 Purchase and Sale of Transferred Newco Membership Interest; Manner of Payment.

(a) Subject to the terms and conditions of this Agreement and in reliance on the representations, warranties and covenants herein set forth, at the Closing and immediately following the T-Mobile Sub Distribution, the Cingular Sub Distribution and the SBCW Contribution, SBCW will sell, transfer, convey, assign and deliver to Purchaser, and T-Mobile shall cause Purchaser to purchase and acquire from SBCW all of SBCW's right, title and interest in and to its entire membership interest in Newco. The membership interest in Newco transferred pursuant to the preceding sentence is referred to herein as the "**Transferred Newco Membership Interest.**"

(b) In consideration for the Transferred Newco Membership Interest, T-Mobile shall cause Purchaser to pay, and Purchaser shall pay, to SBCW Two Billion Five Hundred Million Dollars (\$2,500,000,000) (the "**Purchase Price**"), to be adjusted as provided in Section 2.6, payable by wire transfer of immediately available funds by 12:00 noon New York time on the Closing Date, to such account as SBCW shall designate to Purchaser in writing ten (10) Business Days prior to the Closing Date.

2.6 Purchase Price Adjustment. The Purchase Price shall be increased by the amount of any SBCW True-Up Adjustment Payment made pursuant to Section 2.4(b) of this Agreement and, on the date of such SBCW True-Up Adjustment Payment, Purchaser shall make a payment to SBCW in the amount of such Purchase Price increase. The Purchase Price shall be reduced by the amount of any Omnipoint True-Up Adjustment Payment made pursuant to Section 2.4(b) of this Agreement and, on the date of such Omnipoint True-Up Adjustment Payment, SBCW will make a payment to Purchaser in the amount of such Purchase Price reduction.

2.7 Closing.

(a) The closing of the T-Mobile Sub Distribution and the Cingular Sub Distribution pursuant to Section 2.2 hereof, the SBCW Contribution and the subsequent sale and delivery of the Transferred Newco Membership Interest pursuant to Section 2.5 hereof (the “**Closing**”) shall take place at a location mutually agreed to by the Parties, and the Closing Date shall be at a date mutually agreed to by the Parties, but in no event later than on the tenth day following (or in the event such day is not a Business Day, the next Business Day thereafter) the satisfaction or waiver of all conditions to Closing set forth herein (“**Closing Conditions Satisfaction Date**”); provided that, if the conditions have been satisfied or waived, T-Mobile may in its sole discretion, upon written notice to Cingular no later than the fifth day following the Closing Conditions Satisfaction Date, elect to delay the Closing Date until a date no later than January 5, 2005.

(b) Notwithstanding anything to the contrary in this Section 2.7, if all conditions to Closing set forth herein (other than the AWE Merger) have been satisfied or waived, then, upon at least ten (10) days’ written notice by Cingular to T-Mobile, Closing shall occur on such date as may be independently required by a Governmental Body as a condition to the AWE Merger, in which event such date shall be the “**Closing Date**” for purposes of this Agreement; provided that Cingular shall have used commercially reasonable efforts to avoid such regulatory action and shall have supported in good faith T-Mobile’s efforts, if any, to cause such Governmental Body to permit a later Closing. If the Closing Date is accelerated in accordance with this Section 2.7(b) and such date is prior to January 5, 2005, then, notwithstanding anything to the contrary herein, at the Closing, rather than delivering the Purchase Price to SBCW in accordance with Section 2.5(b), T-Mobile and Purchaser may at their option, either: (i) deliver to SBCW a promissory note from T-Mobile and Purchaser bearing no interest and providing for the cash payment of the Purchase Price in immediately available funds by 12:00 noon New York time on January 5, 2005 and in form and substance satisfactory to Cingular (the “**Promissory Note**”) or (ii) deliver to SBCW an amount in cash at Closing equal to the Purchase Price *less* a discount of 7% per annum from the Closing Date to January 5, 2005, prorated for any partial year (the “**Discounted Purchase Price**”); provided, however, that in the event any Governmental Body objects to payment in the form of the Promissory Note and requires payment in cash as a condition to the AWE Merger, T-Mobile and Purchaser shall pay the *Discounted Purchase Price in cash at Closing*, payable by wire transfer in immediately available funds by 12:00 noon New York time on the Closing Date.

2.8 Closing Deliveries. At the Closing, and subject to the terms and conditions herein contained:

(a) **Deliveries by SBCW.** SBCW shall cause Newco to deliver to Facilities the Closing Date True-Up Payment and SBCW shall deliver to Purchaser:

(i) The certificate of SBCW and Cingular required to be delivered pursuant to Section 7.2 and Section 7.6;

(ii) A certificate of an officer of SBCW and Cingular, in a form reasonably satisfactory to Purchaser and its counsel, setting forth the resolutions required by SBCW's and Cingular's organizational documents authorizing the execution of this Agreement and all agreements, documents and instruments to be executed and delivered by SBCW and Cingular in connection herewith and the taking by SBCW and Cingular of any and all actions deemed necessary or advisable to consummate the transactions contemplated herein or therein;

(iii) A written resignation of each of SBCW's two current members of the Management Committee from such individuals' positions as Managers of Facilities, effective upon filing of the Certificate of Cancellation;

(iv) The Exchange Agreement, in the form attached hereto as Exhibit A (the "**Exchange Agreement**"), duly executed by SBCW and Cingular or an Affiliate, as applicable;

(v) The Amendment to the GSM Roaming Agreement between T-Mobile and Cingular dated May 1, 2003, in the form attached hereto as Exhibit B (the "**Roaming Agreement Amendment**"), duly executed by Cingular;

(vi) The Wholesale Agreement in the form attached hereto as Exhibit C (the "**Wholesale Agreement**"), duly executed by Cingular or its designee;

(vii) The Transition Services Agreement in the form attached hereto as Exhibit D (the "**Transition Services Agreement**"), duly executed by Cingular or its designee;

(viii) The Radio Bailment Agreement in the form attached hereto as Exhibit E (the "**Radio Bailment Agreement**"), duly executed by Cingular or its designee; and

(ix) Such other instruments or documents reasonably necessary or desirable to complete the transactions contemplated herein, all reasonably satisfactory in form and substance to Purchaser.

(b) **Deliveries by Purchaser and T-Mobile.** T-Mobile and Purchaser shall deliver to SBCW:

(i) The Purchase Price (which shall be made on the date and in the manner set forth in Section 2.5(b)) or, if the Closing Date has been accelerated pursuant to Section 2.7(b), the Promissory Note or Discounted Purchase Price;

(ii) The certificate of Purchaser and T-Mobile required to be delivered pursuant to Section 8.2 and Section 8.6;

(iii) A certificate of an officer of Purchaser and T-Mobile, in a form reasonably satisfactory to SBCW and its counsel, setting forth the resolutions required by Purchaser's and T-Mobile's organizational documents authorizing the execution of this Agreement and all agreements, documents and instruments to be executed and delivered by Purchaser and T-Mobile in connection herewith and the taking by Purchaser and T-Mobile of

any and all actions deemed necessary or advisable to consummate the transactions contemplated herein or therein;

(iv) The Exchange Agreement, duly executed by T-Mobile or its Affiliate, as such signatories are set forth therein;

(v) The Roaming Agreement Amendment, duly executed by T-Mobile or its Affiliate, as such signatories are set forth therein;

(vi) The Transition Services Agreement, duly executed by T-Mobile or its Affiliate, as such signatories are set forth therein;

(vii) The Wholesale Agreement, duly executed by T-Mobile or its Affiliate, as such signatories are set forth therein;

(viii) The Radio Bailment Agreement, duly executed by T-Mobile or its Affiliate, as such signatories are set forth therein; and

(ix) Such other instruments or documents reasonably necessary or desirable to complete the transactions contemplated herein, all reasonably satisfactory in form and substance to SBCW.

2.9 Purchase Price Allocation. The Parties acknowledge that solely for income tax purposes, the purchase of the Transferred Newco Membership Interest shall be treated as a purchase of the assets of Cingular Sub. For this purpose, within ninety (90) days following the Closing, T-Mobile and Cingular and their respective Affiliates shall discuss the preparation of an allocation of the Purchase Price among the assets of Cingular Sub and other items in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of Law).

2.10 Termination of Existing Agreements. At the Closing, all other prior agreements between the Parties, written or unwritten, relating to the operations and dissolution of Facilities (except the Facilities LLC Agreement which shall be governed by its own provisions triggered by Section 12.1(a) dealing with dissolution upon the unanimous vote of members to dissolve and wind up and for clarification, the dispute resolution provisions of the Facilities LLC Agreement survive dissolution of Facilities) shall terminate in accordance with their own terms with such termination being deemed to be by written agreement of all parties thereto (and the Parties hereto shall cause Facilities to agree in writing to such terminations as required in connection with agreements to which it is a party), including the Exchange Agreement dated November 1, 2001, between T-Mobile and Cingular, the California System Access and Services Agreement dated November 1, 2001, among Facilities, T-Mobile and Cingular, the New York System Access and Services Agreement dated November 1, 2001, among Facilities, T-Mobile and Cingular, the Technical Services Agreement dated November 1, 2001, among Facilities, T-Mobile and Cingular, and the Reciprocal Home Roaming Agreement dated November 1, 2001 by and between Cingular and T-Mobile.