

Attachment IV.1.5

In Response to Request IV.1

T R A N S L A T I O N

AMERICA MOVIL

IRREVOCABLE TRUST AGREEMENT ENTERED INTO BETWEEN BANCO INTERNACIONAL, S.A., DEPARTAMENTO FIDUCIARIO (TRUSTEE DEPARTMENT), AS TRUSTOR, HEREINAFTER CALLED "TRUSTOR", REPRESENTED BY ITS TRUSTEE REPRESENTATIVE MR. EDUARDO AZCOITIA MORAILA AND MS. REBECA TREJO SANCHEZ, ATTORNEY IN FACT, AND BANCO INBURSA, S.A., INSTITUCION DE BANCA MULTIPLE (MULTIPLE BANKING INSTITUTION), GRUPO FINANCIERO (FINANCIAL GROUP) INBURSA, DIVISION FIDUCIARIA (TRUSTEE DIVISION), AS TRUSTEE, HEREINAFTER CALLED "TRUSTEE", REPRESENTED BY LIC. HUMBERTO ZEPEDA RUIZ, ITS TRUSTEE REPRESENTATIVE WITH THE APPEARANCE OF SBC INTERNATIONAL, INC., HEREINAFTER CALLED "BENEFICIARY", REPRESENTED BY MR. MICHAEL J. VIOLA AND MR. MARK E. ROYSE, AS WELL AS WITH THE APPEARANCE OF CARSO GLOBAL TELECOM, S.A. DE C.V. REPRESENTED HEREWITH BY LIC. EDUARDO VALDES ACRA PURSUANT TO THE FOLLOWING BACKGROUND, DECLARATIONS AND CLAUSES:

B A C K G R O U N D

- I. *On December 20, 1990, a Trust Agreement was executed on the total Series "AA" shares of Teléfonos de México, S.A. de C.V. (hereinafter called TELMEX). It was underwritten by the Federal Government of the United Mexican States, Grupo Carso, S.A. de C.V., Southwestern Bell International Holdings Corporation (currently, SBC International, Inc.) and France Cables et Radio.*
- II. *Because of a spin-off of Telmex there are also one billion fifty-nine million eight hundred and nine thousand seventy-six (1,059,809,076) shares issued by América Móvil, S.A. de C.V. (hereinafter AMERICA MOVIL) in this trust. From these shares, SBC International, Inc. is the sole beneficiary.*

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I. The TRUSTOR declares:

- (A) *That it is a credit institution duly organized under Mexican laws having the power to perform the duty of TRUSTEE in this trust.*
- (B) *That fulfilling the purposes of the trust referred to by Background I, it wishes to transfer and deliver the Series "AA" shares of AMERICA MOVIL described on Attachment "A" of this Agreement corresponding to the BENEFICIARY, pursuant to express instructions received from the BENEFICIARY.*

II. The TRUSTEE declares:

That it is a credit institution duly established under Mexican laws having the power to perform the duty of TRUSTEE in this Trust.

III. The BENEFICIARY declares:

- (A) *That it is a corporation duly organized under the laws of the State of Delaware, United States of America and has the legal capacity to execute this Agreement and that its representative has full legal power to execute it.*
- (B) *That it agrees to have the TRUSTOR transfer and deliver to the TRUSTEE, the Series "AA" shares of AMERICA MOVIL described on Attachment "A" of this Agreement corresponding to it because of the Trust Agreement referred to by Background I.*

Based on the Background and Declarations above, the parties enter into the Agreement contained in the following:

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C L A U S E S

FIRST. The TRUSTOR irrevocably delivers and transfers to the TRUSTEE and the TRUSTEE receives, in trust and for the purposes established in this Agreement, the share certificate of Series "AA" shares of AMERICA MOVIL described on Attachment "A" of this Agreement. That is to say, one billion fifty-nine million eight hundred and ninety thousand seventy-six (1,059,890,076) common, registered Series "AA" shares of AMERICA MOVIL.

In turn, the TRUSTEE gives in favor of the TRUSTOR the corresponding receipt for the assets in trust.

The BENEFICIARY can transfer to this trust, at any time, through the transfer and delivery to the TRUSTEE of additional Series "AA" shares of AMERICA MOVIL to be assigned to the purposes of this trust to be part of the assets of the trust itself. This in the understanding that the BENEFICIARY shall not be able to furnish to the trust a higher percentage of Series "AA" shares than the percentage allowed by América Móvil's bylaws.

SECOND. The following are parties of this trust:

TRUSTEE: Banco Inbursa, S.A., División Fiduciaria
 TRUSTOR: Banco Internacional, S.A., División Fiduciaria.
 BENEFICIARY: SBC International, Inc.

THIRD. The purposes of the TRUST subject matter of this Agreement are:

1. That the TRUSTEE shall receive and maintain the property and holding of Series "AA" shares of AMERICA MOVIL and keep them in TRUST, pursuant to the terms and conditions set in this agreement.
2. That the TRUSTEE shall exercise all corporate and proprietary or pecuniary rights corresponding to or resulting from Series "AA" shares of AMERICA MOVIL which are part of the patrimony of the TRUST. This in the concept that if in the exercise of these rights the TRUSTEE were to receive Series "AA" shares of AMERICA MOVIL, these new shares to be part of the assets of the TRUST shall be assigned

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to its purposes. These new shares shall be considered part of Series "AA" shares of AMERICA MOVIL for all the purposes of this Agreement. The shares shall be voted the same way as Carso Global Telecom, S.A. de C.V. a Mexican corporation whereby its can only be suscribed by Mexicans, except for the appointment of América Móvil's members of the Board of Directors and the Executive Committee.

3. *At any time and when the BENEFICIARY so instructs expressly and in writing, the TRUSTEE shall proceed to convert Series "AA" shares into other share series of AMERICA MOVIL. Or else transfer, deliver or sell, totally or partially, the beneficiary rights or the certificates of Series "AA" shares of AMERICA MOVIL that are part of the assets of the TRUST within or outside of the Bolsa Mexicana de Valores, S.A. de C.V. The above to persons duly qualified to acquire them in the legal and statutory terms and provisions in effect on the date the conversion and/or transfer is conducted in the terms the BENEFICIARY indicates.*

4. *That the TRUSTEE shall receive when it so corresponds the price of alienation of the Series "AA" shares of AMERICA MOVIL as well as any yield or product resulting from the assets of the TRUST. It shall transfer or deliver them to the BENEFICIARY, pursuant to written instructions. While the transfer or delivery is not carried out, it shall administer the corresponding resources investing them in securities from those authorized in writing by the BENEFICIARY, which shall instruct the TRUSTEE in writing in what securities to invest.*

5. *That the TRUSTEE shall receive, based on written instructions from and deliver to the BENEFICIARY amounts corresponding to the Series "AA" shares of AMERICA MOVIL for the concept of dividends or, as the case may be, for amortization of shares or refund for decreases of share capital or any other concept. Likewise, the TRUSTEE shall receive additional "AA" shares for the concept of dividend in shares, splits or profit capitalization.*

6. *That in the event that in an AMERICA MOVIL Shareholders' Meeting an increase of capital is agreed upon to be paid through new contributions of shareholders, the TRUSTEE shall exercise the right of preference to underwrite and pay for the new shares issued to represent this increase corresponding to Series "AA" shares of*

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AMERICA MOVIL. This provided that the TRUSTEE has received from the BENEFICIARY at least five (5) working days before the limit date to exercise the right of preference and underwrite and pay for the new shares issued by AMERICA MOVIL both written express instructions to underwrite the new shares and the amount necessary to pay AMERICA MOVIL the price or value of subscription of the new shares.

Capital increases shall be subscribed by the TRUSTEE in ratio to its share ownership except for written instructions to the contrary on the part of the BENEFICIARY to the TRUSTEE.

7. *That pursuant to instructions received from the BENEFICIARY, the TRUSTEE shall conduct all other actions necessary for the execution of the purposes of the TRUST, including, as the case may be, actions to defend the assets of the TRUST.*

FOURTH. *To exercise the corporate rights of the Series "AA" shares of AMERICA MOVIL, especially to represent and vote Series "AA" shares of AMERICA MOVIL at Ordinary, Extraordinary or Especial AMERICA MOVIL Meetings, the TRUSTEE shall represent these shares by means of the TRUSTEE's officer or representative it appoints. It shall necessarily vote these shares in the same way and form as Carso Global Telecom, S.A.de C.V. votes except in the case of AMERICA MOVIL's Shareholder Meetings that must resolve appointment of members of AMERICA MOVIL's Board of Directors and Executive Committee. In this case, the BENEFICIARY shall give direct instructions to the TRUSTEE concerning the appointment of members of AMERICA MOVIL's Board of Directors and Executive Committee.*

The TRUSTEE shall receive the corresponding voting instructions, in writing from the BENEFICIARY two (2) working days before the Shareholders' Meeting is held.

FIFTH. *The TRUSTEE shall not be liable before the BENEFICIARY for events or actions of third parties impeding or making the execution of the objects connected with the TRUST difficult, or for acting in compliance with instructions received from the BENEFICIARY.*

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In the event of defense of the assets of the TRUST the TRUSTEE shall only be required to grant powers to the person the BENEFICIARY indicates to have him take over its defense. The TRUSTEE shall not be responsible in any way for the result of this defense, likewise, it shall neither be responsible for expenses nor fees generated by this defense.

SIXTH. *This TRUST shall be in effect for a maximum thirty (30)-year period from the date of the signature of this Agreement. At the end of this period of time, the BENEFICIARY can instruct the TRUSTEE to transfer the assets of the TRUST to another trust in the trustee institution it determines with purposes similar to those foreseen in this TRUST. The BENEFICIARY of the new TRUST shall have the same nature as in the current one. If at the end of this period of time, the TRUSTEE has not received instructions on the terms or how to transfer the assets of this TRUST or sell, transfer or convert the Series "AA" shares of AMERICA MOVIL still part of the TRUST, the TRUSTEE shall proceed to sell all of Series "AA" shares of AMERICA MOVIL still part of the TRUST at the Bolsa Mexicana de Valores, S.A. de C.V. It shall also proceed to give the net amount of the product of this sale to the BENEFICIARY.*

The TRUST can end in advance, however, if at any time and at the written request of the BENEFICIARY, the TRUSTEE transfers in property the assets of the TRUST, in any one of the forms established below, in an enunciative but not limitative form:

- a) *Delivering all the Series "AA" shares of AMERICA MOVIL to the BENEFICIARY when it so requests, if it has at that time the legal and statutory capacity necessary to be the holder of these shares pursuant to AMERICA MOVIL's applicable laws and bylaws and in effect at that time.*
- b) *Transferring all the Series "AA" shares of AMERICA MOVIL to any other person the BENEFICIARY appoints with legal and statutory capacity to be the holder of these shares under AMERICA MOVIL's applicable laws, provisions and bylaws and in effect at that time.*
- c) *Selling, assigning or alienating all of the Series "AA" shares of AMERICA MOVIL in the form the BENEFICIARY determines. In this case, the product derived from this sale shall be handed over to the BENEFICIARY.*

- d) *Converting all of the Series "AA" shares of AMERICA MOVIL in the form the BENEFICIARY determines into another series of shares foreseen in AMERICA MOVIL's bylaws.*

SEVENTH. *BANCO INBURSA, S.A., Departamento Fiduciario, accepts the duty of TRUSTEE and protests its loyal and faithful performance.*

EIGHTH. *For the performance of its duties the TRUSTEE shall receive the fees established on Attachment "B" signed by the parties, attached to this Agreement.*

NINTH. *At the request of the BENEFICIARY, the TRUSTEE shall provide it a detailed and satisfactory statement of the assets of the TRUST to the date of this request as well as any other reasonable information requested.*

TENTH. *If the TRUSTEE is required to convert Mexican pesos into any other currency available in the Mexican financial market to send any amount to the BENEFICIARY, including dividends, distributions or any other product from the assets of the TRUST, the TRUSTEE, pursuant to applicable laws, shall convert Mexican pesos into the currency the BENEFICIARY selects.*

ELEVENTH. *Any modification to this Agreement shall only be valid if it is made with written consent from the BENEFICIARY and the TRUSTEE.*

TWELFTH. *All taxes, rights, expenses caused by the assets of the trust or caused as consequence of this agreement shall be at the expense of the BENEFICIARY. It shall accredit their payment to the TRUSTEE at the time it requests it*

THIRTEENTH. *Only another TRUSTEE appointed by the BENEFICIARY in writing can replace the TRUSTEE. When the duty of the TRUSTEE ends because of resignation or replacement, it shall make a report of the assets of the trust from the time of the last report it has made to the date the resignation or replacement becomes effective. The BENEFICIARY shall have 30 working days to examine the report and make the inquiries considered pertinent. If no observation has been made when the term ends, it shall be*

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understood that it is tacitly approved. When appointing a successor in trustee functions, the new trustee shall be invested with all the power, rights, authorizations and obligations it agrees upon with the BENEFICIARY taking possession of the goods making up the assets of this agreement. No TRUSTEE replacement shall be in effect until the new trustee assumes all the obligations of the former trustee under this Agreement.

FOURTEENTH. *That in fulfillment of what is provided by Article 106, item b) paragraph XIX of the Law of Credit Institutions, its contents are transcribed.*

"Article 106. Credit institutions shall be prohibited: ...- XIX. In the performance of operations referred to by Article 46, Fraction XV of this Law:...- b) Respond to trustors, constituents or principals for non-fulfillment of debtors, credits granted or issuers, for values acquired, except if it is their fault in accordance with what is provided in the final part of article 356 of the General Law of Credit Certificates and Operations or ensure perception of yields for funds whose investment is entrusted to them.

If at the end of the trust, mandate or commission established to grant credits, these were not settled by debtors, the institution shall transfer them to the trustor or beneficiary, as appropriate, or to the constituent or principal abstaining from covering their amount.

Any agreement contrary to what is provided in the two paragraphs above shall not have any legal effect.

In trust, mandate or commission agreements this item shall be visibly inserted with a statement from the trustee to the effect that its contents were unequivocally made known to persons from whom they have received goods for their investment."

The TRUSTEE in fulfillment of the above state makes its contents known to the parties in the terms of this Article.

FIFTEENTH. *For everything concerning this agreement, the parties designate the following as their conventional addresses:*

The TRUSTOR: *Banco Internacional, S.A.
División Fiduciaria
Paseo de la Reforma No. 15, Piso 17
Colonia Cuauhtémoc
06600 México, D.F.*

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The TRUSTEE: Banco Inbursa, S.A.
 División Fiduciaria
 Insurgentes Sur No. 3500, Piso 1
 Col. Peña Pobre
 14060 México, D.F.

The BENEFICIARY: SBC International, Inc.
 175 E. Houston,
 San Antonio, Texas 78205,
 United States of America
 Telefax: (210) 351-3849
 Attention: Mr. Michael J. Viola

With copy to: Noriega y Escobedo, A.C.
 Sierra Mojada No. 626
 Lomas Barrilaco
 11010 México, D.F.
 Telefax: 5284-3300
 Attention: Mr. Carlos Bernal

All notifications, instructions, and communications of any type shall be in writing and considered valid when sent to the addresses mentioned unless the involved party has previously notified the other party in writing of change of address. For the purposes of this Agreement, "in writing" shall signify any form of written communications or communication sent by telefax.

SIXTEENTH. *Applicable laws of the Mexican United States shall govern everything not foreseen in this Agreement and the trust established. For everything concerning interpretation, execution or fulfillment of this Agreement, the parties shall submit to the jurisdiction of the competent Courts of Mexico City, Federal District, expressly waiving any other jurisdiction that might correspond them by reason of their present or future address.*

SEVENTEENTH. *Each one of the parties acknowledges the legal status and capacity of the other parties, as well as the power of their representatives to execute this Agreement.*

This agreement and its attachments are undersigned in three counterparts in Mexico City on March.. 2000.

TRUSTEE
Banco Inbursa, S.A.
Institución de Banca Múltiple,
Grupo Financiero Inbursa,
División Fiduciaria

By Lic. Humberto Zepeda Ruíz
Representative Trustee

TRUSTOR
Banco Internacional, S.A.
División Fiduciaria

By: Lic. Eduardo Azcoitia Moraila *Lic. Rebeca Trejo Sánchez*
Trustee Representative *Trustee Representative*

BENEFICIARY
SBC International, Inc.

Michael J. Viola *Mark E. Royse....*
Vicepresident-Treasurer: ..President of SBCI-México.

Carso Global Telecom, S.A.de C.V.

Lic. Eduardo Valdés Acra

ATTACHMENT "A"

SHARE CERTIFICATE NO. 000081, EMISION 2000, DATED 27TH NOVEMBER 2000 OF 1,059,890,076 FULLY PAID AND REGISTERED SERIES AA SHARE OF THE 16,116,001,932 SHARE IN WHICH THE FIX PORTION OF THE CORPORATE CAPITAL OF AMERICA MOVIL, S.A. DE C.V. IS DIVIDED.

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ATTACHMENT "B"

THE BENEFICIARY AGREES TO PAY TO THE TRUSTEE FOR THE STUDY, ACCEPTANCE, CUSTODY AND ADMINISTRATION OF THE TRUST AND ITS PATRIMONY THE ANNUAL AMOUNT OF US\$6,000.00 (SIX THOUSAND DOLLARS LAWFUL CURRENCY OF THE UNITED STATES OF AMERICA) PLUS THE VALUE ADDED TAX. IT SHALL PAY IT, THE FIRST YEAR, UPON SIGNATURE OF THIS AGREEMENT AND THE SECOND OR CONSECUTIVE YEARS AND PROPORTIONALLY IF THE TRUST IS TERMINATED IN LESS THAN A FULL YEAR.

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Attachment IV.1.6
In Response to Request IV.1

ATTACHMENT IV.1.6 in response to Request IV.1

AGREEMENT

Intending to be bound, the Parties do hereby enter into this Agreement ("Agreement") between Carso Global Telecom, S.A. de C.V., a Mexican corporation ("Carso Telecom") and SBC International, Inc. ("SBCI"), a Delaware corporation (collectively, the "Parties").

RECITALS

A. Since December 20, 1990, the Parties have both held capital stock in Teléfonos de México, S.A. de C.V. ("Telmex").

B. On September 25, 2000 the shareholders of Telmex approved the establishment of a new independent company called América Móvil, S.A. de C.V. ("America Movil" or "Company") to offer wireless services in Mexico and to focus on international opportunities in the telecommunication business.

C. On September 29, 2000 America Movil was established, whereby specified assets of Telmex were transferred to America Movil and each shareholder of any class of Telmex shares received the same number of America Movil shares of the corresponding class.

D. On December 20, 2000 the Parties entered into a joint venture agreement to govern their relationship and to ensure voting control of Telmex.

E. The Parties now desire to enter into this Agreement to govern the Parties' relationship within America Movil and to amend the America Movil By-laws pursuant to this Agreement.

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements herein contained, and of the mutual benefit to be derived herefrom, the Parties hereto agree as follows

1. Management of America Movil.

The responsibility for the management of America Movil shall reside with the America Movil Board of Directors (the "Board" or "Board of Directors"). However, the Board will seek input on various matters from committees the Board may establish, pursuant to the By-laws, from time to time, as well as from the Executive Committee.

The Director General of America Movil shall be responsible for the day-to-day administration of the business of America Movil and shall be accountable to the America Movil Board of Directors.

2. Board Composition; Committees.

A. The Board of Directors of America Movil will continue to exist in accordance with the By-laws of America Movil as amended.

Attachment D

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B. Carso Telecom shall nominate candidates to assume seven (7) positions on the Board of Directors. SBCI shall nominate candidates to assume two (2) positions on the Board of Directors. Each of the Parties agrees to vote its "AA" Shares in favor of the other Parties' candidates.

C. In the event the "AA" shareholders are unable for any other reason to elect nine (9) members of the Board, then the allocation of Board members among the Parties shall change accordingly but shall maintain, so far as possible, the same proportions as outlined in paragraph B above.

D. The Board will act by majority vote.

E. **Executive Committee.** The executive committee of the Board of Directors (the "Executive Committee") will continue to exist in accordance with and be empowered by the By-laws of America Movil as amended and provided herein. The Executive Committee will be the principal consultative body of the Board and will be the body through which all major strategic, operational, financial and investment decisions are reviewed and recommended to the Board. The Executive Committee shall meet whenever necessary, including via telephone conference, but at least prior to each Board of Directors meeting, unless otherwise agreed by the Parties. The matters for Executive Committee review and discussion shall be those items set forth in Attachment A.

At least five (5) business days written notice (by facsimile and courier) shall be given to each of the Executive Committee members of any meeting of the Executive Committee, provided always that a shorter period of notice or no notice may be given if approved by all Executive Committee members. Any such notice shall contain, inter alia, an agenda identifying in reasonable detail all of the matters to be discussed at the meeting and shall be accompanied by copies of any relevant papers to be discussed at the meeting. The Executive Committee shall have all of the power to operate and manage America Movil except for those powers the Board expressly reserves to itself. The Executive Committee shall make recommendations on all matters on which the By-laws call for Executive Committee review. Each Party agrees that it will cause its Executive Committee members to use their best efforts to achieve a common position on matters presented to the Executive Committee. Should the Parties be unable to reach a common position or it is anticipated by either Party that a common position may not be reached at an Executive Committee Meeting on any matter properly noticed pursuant to this paragraph E, they shall arrange a conference between the Chief Executive Officer's of Carso Telecom, and SBCI or their respective executive designees. If the matter is not resolved by the Two Chief Executive Officers / Director Generals before the next regular scheduled Board meeting where such matter will be discussed, the matter shall be resolved by majority

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decision by the Executive Committee. If an agenda item for an Executive Committee Meeting was not properly noticed pursuant to this paragraph E and the Parties are not able to reach a common position on such agenda item prior to the next regular scheduled Board meeting a decision on the matter shall be postponed until the next scheduled Executive Committee Meeting or until a common position is reached, whichever comes first.

Notwithstanding the above, if it is determined by Carso Telecom in good faith that a matter subject to Executive Committee review cannot wait until the next regularly scheduled Executive Committee Meeting for its review and consideration, because time is of the essence, such specific matter shall be discussed with SBCI prior to any action being taken by the Company regarding the matter and each Party's decision shall be reflected in the minutes of the next regularly scheduled Executive Committee Meeting.

F. The Board shall not consider or vote on the Executive Committee Matters without a recommendation from the Executive Committee except for any case in which the Executive Committee did not achieve a common position regarding an agenda item pursuant to paragraph E above.

G. The Executive Committee will consist of four (4) members, three (3) of whom will be appointed by Carso Telecom, and one (1) of whom will be appointed by SBCI.

3. Compensation for Services.

The Parties may from time-to-time work with and assist the management of Radio Móvil Dipsa, S.A. de C.V. ("Telcel") a wholly owned subsidiary of America Movil, or Telcel's affiliates to enhance the long-term prosperity of both America Movil and Telcel. If the Parties, at their sole discretion, provide assistance to Telcel or its affiliates, the Parties agree to cause America Movil to enter into an agreement whereby America Movil agrees to indemnify the Parties against all claims, losses, damages, liabilities, attorney's fees and expenses incurred by reason of, or arising out of the assistance provided to Telcel or its affiliates by the Parties.

4. Transfers of Shares

A. Subject to applicable laws and pursuant to the right of first offer set forth below the Parties shall have the right to freely transfer their "AA" Shares. Furthermore nothing shall restrict the ability of a shareholder to: (i) convert any or all of its "AA" Shares to "L" shares in accordance with the By-laws and to transfer or sell the "L" shares and provided further that the Parties shall, subject to any limits as to percentages provided for by the by-laws, insure sufficient "L" Shares are available to allow any Party to convert "AA" Shares to "L" Shares upon request of the Party seeking to convert; or (ii) the ability of a Shareholder to create or permit to exist any pledge, lien, or

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other encumbrance over any AA Shares held by that Shareholder (a "Lien"), or to agree, conditionally or otherwise, to do any of the foregoing (and for the purposes of this article "dispose" shall be deemed to exclude all or any of the above), provided further that, to be valid any such Lien should provide that, in case of any disposition of the AA Shares, the right of first offer to the other Shareholder is fully complied with.

B. Notwithstanding the right of first offer provision set forth below, a Shareholder may transfer any of its "AA" Shares to:

- (i) any other Shareholder or
- (ii) an Affiliate of the transferring Shareholder who agrees in writing to be bound by the provisions of this Agreement. Affiliate as used in this Agreement shall mean, as to any person, any other person that controls, is controlled by or is under common control with such person. For purposes of this definition the term "control" of a person shall mean the possession, direct or indirect, of the power to vote 51% or more of the voting stock of such person or the direct or cause the direction of the management and policies of such person or to direct or cause the direction of the management and policies of such person, whether through the ownership of such voting stock, by contract or otherwise.

C. Save for transfers permitted under paragraphs A and B if a Shareholder desires to sell or otherwise dispose of any of its "AA" Shares ("Seller"), the Seller shall give notice to the other Shareholder in writing ("Transfer Notice") of such desire together with details of the purchase price and other material terms requested by the Seller. A Transfer Notice shall, except as hereinafter provided, be irrevocable.

D. On receipt of the Transfer Notice, the other Shareholder ("Continuing Shareholder") shall have the right to purchase, in aggregate, all (but not some only) of the Seller's "AA" Shares being sold at the purchase price specified in the Transfer Notice. If SBCI is prohibited by Mexican Law from purchasing all of the Seller's "AA" Shares SBCI shall have the right to purchase Seller's "AA" Shares through a third party, trust or other entity legally allowed to hold "AA" Shares.

E. The Transfer Notice will invite the Continuing Shareholder to give written notice ("Acceptance Notice") to the Seller within thirty (30) days (for the purposes of this Agreement the term "days" shall mean calendar days) of receipt of the transfer notice ("Acceptance Period") whether it is willing to purchase all of the Seller's "AA" Shares. For the avoidance of doubt, the

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Acceptance Notices from the Continuing Shareholder must account for the purchase and sale of all of the Seller's "AA" Shares being sold.

F. The Continuing Shareholder shall become bound (subject only to any necessary approvals of its shareholders in general meeting and/or of its Board or of any competent regulatory authorities, including anti-trust commissions or entities in any required jurisdiction) to purchase the Seller's Shares on giving the Acceptance Notice. In such event, completion of the sale and purchase of the Seller's Shares shall take place within sixty (60) days after the latter of the giving of such notice or, after the obtaining of necessary approvals of any competent governmental, regulatory or other authorities (including, without limitation, the approval of any governmental, regulatory or other authorities which have jurisdiction over any tangible or intangible asset in which America Movil may at the relevant time be directly or indirectly interested). Notwithstanding the foregoing, such notice and right of the Continuing Shareholders to acquire the Seller's Shares shall cease to have effect if:

- (i) any necessary approval of the Continuing Shareholder's shareholders in general meeting and/or its appropriate board has not been obtained within the said period of sixty (60) days or
- (ii) any necessary approval of any competent governmental, regulatory or other authority has or have not been obtained within one hundred and eight (180) days after the giving of such notice or
- (iii) if earlier than the expiry of such latter period, any such authority has conclusively refused to grant any such approval and no appeal or other request for review is timely filed and remains pending.

G. If:

- (i) at the expiration of the Acceptance Period the aggregate number of Seller's Shares to be purchased by the Continuing Shareholders is less than the total number of Shares Seller desires to sell; or
- (ii) the deadlines set forth in paragraph F have not been satisfied, the Seller shall be entitled to transfer all of the "AA" Shares of the Seller specified in the Transfer Notice on a bona fide arm's length sale to a third party purchaser at a price being not less than the purchase price specified in the Transfer Notice, provided that such transfer shall have been completed within a period of one hundred and eighty (180) days after the latter of:

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- (i) the date of the Transfer Notice; or
- (ii) the date the Continuing Shareholder's right to acquire the Seller's Shares shall have ceased to have effect pursuant to subparagraph B, the date on which such notice ceased to have effect;

and further provided that:

- (iii) third party purchaser shall have agreed in advance in writing to sign and be governed by a shareholder agreement with provisions in compliance with this Agreement; and
- (iv) all necessary approvals of governmental or applicable authority shall have been obtained.

The Continuing Shareholder shall be permitted to confirm that the bona fide offer from the third party purchaser is firm and subject only to conditions that could reasonably be expected to be satisfied, by (i) review of the documents involved in such bona fide offer and (ii) requiring that the proposed transferee submit evidence reasonably satisfactory to the Continuing Shareholder of financing for such purchase.

H. Should Carso Telecom transfer its America Movil "AA" shares to a third party so that Carso Telecom no longer directly or indirectly owns the majority of the "AA" shares, SBCI shall have a tag along right which will permit SBCI, in its discretion, to sell to the third party buyer and requires the third party purchaser to acquire the same portion of its "AA" Shares as Carso Telecom is selling under the same terms and conditions (the "Tag-Along Shares"). SBCI shall exercise its rights under this paragraph H by indicating in writing to Carso Telecom that SBCI intends to include the Tag-Along Shares in the Seller contemplated transfer.

I. Should Carso Telecom transfer its America Movil "AA" shares to a third party so that Carso Telecom no longer directly or indirectly owns a majority of the "AA" shares, Carso Telecom shall have a drag along right which will permit Carso Telecom, in its discretion, to require SBCI to sell the same portion of its "AA" shares as Carso Telecom is selling to the third party under the same terms and conditions (the "Drag-Along Shares"). Carso Telecom shall exercise its rights under this paragraph I by indicating in writing to SBCI that Carso Telecom intends to include the Drag-Along Shares in its contemplated transfer.

5. Confidentiality and Publicity.

Subject to obligations to make this Agreement known under any stock exchange rules or other legal requirements, so long as this Agreement is in

ATTACHMENT IV.1.6 in response to Request IV.1

effect and for a period of five years after termination for any cause, each Party agrees, after receipt of any specific information, to maintain in confidence such information and to use solely for the purpose of the transactions contemplated herein, all documents or information of any kind pertaining to America Movil or the Parties, which may have been created or communicated in a confidential manner by the other Parties, by America Movil, or by the Mexican Government. Each Party will cause its consultants, agents and employees to comply with the obligations it has assumed hereunder.

The Parties agree that they will not make any public announcements or other disclosure of this Agreement, its purpose or contents, or of any activities conducted pursuant hereto, without prior mutual consultation and consent, except as may be required by law.

6. Certain Immediate Actions.

The Parties agree:

A. that the by-laws (estatutos) of America Movil shall be amended to substantially reflect the content of this Agreement by no later than April 30, 2001 and, for such purposes, a Special Meeting of the holders of "L" Shares, a Special Meeting of the holders of "AA" Shares and a General Meeting of shareholders of America Movil will be called and held.

B. that SBCI will establish, as soon as practicable, the America Movil Trust attached herein as Attachment B.

7. Affiliates and Assignment.

The Parties acknowledge that each may assign its rights and obligations under this Agreement to one or more Affiliated companies in their respective corporate groups. This Agreement shall bind the Parties and their respective successors and assigns. Except as expressly provided herein, no Party shall be entitled to assign its interest in this Agreement without the express written consent of the other Party.

8. Governing Law.

Except for the procedural rules set forth in Clause 9 relating to arbitration, this Agreement shall be governed by and construed in accordance with the laws of Mexico; provided, however, that if any term of any obligation is unenforceable but the performance of such term or such obligation does not violate the law, governmental regulations, or public policy of Mexico, then in any arbitration pursuant to Clause 9 the tribunal shall apply in respect of the terms of such obligations and its enforcement and/or compensation for the breach thereof, internationally acceptably contract law principles in such a

M.R. 3

ATTACHMENT IV.1.6 in response to Request IV.1

manner as to give full effect to such obligation and intent of the Parties thereto.

9. Good Faith; Cooperation.

The Parties shall promptly do and perform such further acts, matters, or things and execute and deliver all further instruments required by law or which may be reasonably requested by any Party to establish, maintain, and protect the respective rights and remedies of any Party and to carry out and effect to the intent and purposes of this Agreement.

10. Arbitration

Any controversy or claim arising out of or relating to this Agreement or any breach thereof that has not been resolved between the Parties after good faith discussions may be settled by arbitration. The arbitration shall be held in Mexico City, Mexico under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said rules. The arbitration shall be conducted in Spanish and English. The arbitral award shall be final and binding on the Parties.

11. Notices.

All communications hereunder shall be in writing and shall be deemed effectively given on day after being sent by telecopy or courier, confirmed by letter as follows:

Carso Global Telecom, S.A. de C.V.
Insurgentes Sur No. 3500, Colonia Peña Pobre, 14060
Mexico, D. F.,
Telecopy: 525-726-3659
Attention: Chief Financial Officer

SBC International, Inc.
175 E. Houston, Room 10-A-50
San Antonio, Texas 78205
Telecopy: 210-351-5166
Attention: Chairman of the Board

12. Amendments; Entire Agreement; Language.

This Agreement may not be amended or modified except by a written instrument signed by the Parties. This Agreement supersedes all prior agreements or understandings with respect to the subject matter hereof among or between any of the Parties. This Agreement has been prepared in both English and Spanish versions, and each version is equally authoritative.

13. Representations, Covenants, and Warranties.

M.R. 3

ATTACHMENT IV.1.6 in response to Request IV.1

Each Party covenants, represents, and warrants with respect to itself that:

A. It is of good standing and has full power and authority to enter into and perform this Agreement and any other agreement or instrument to be executed pursuant to this Agreement and that this Agreement constitutes, and such agreements and instruments will constitute, binding obligations on such Party in accordance with their respective terms and the execution and performance of this Agreement and all related agreements will not contravene or breach any obligations, agreements, governmental ruling, or laws by which such Party is bound.

B. Such Party is not a party to any litigation or subject to any governmental investigation or proceedings that could in any way affect such Party's ability to enter into or perform the terms and conditions of this Agreement.

C. The execution, delivery, and performance of this Agreement by such Party shall not, with or without the giving of notice or passage of time, or both, conflict with, result in a breach of, default or loss of rights under, or result in the creation of any lien, charge or encumbrance pursuant to any provisions of such Party's incorporation documents or any franchise, mortgage, deed of trust, lease, license, agreement, understanding, law, order, judgment, or other restriction to which such Party or any subsidiary or holding company of such Party is a party or by which any of them may be bound or affected which would materially adversely affect its ability to perform its obligations under this Agreement.

14. Compliance with Applicable Law.

No Party shall be required to take any action under this Agreement to the extent that such action would violate present or future applicable law, including, without limitation, legal or administrative provisions in the United States of America and provisions in force in Mexico or in the future enacted in Mexico to govern America Movil, its operations, governmental authorizations or the duly authorized America Movil By-laws as in effect from time to time. In the event that any Party in good faith concludes that taking an action required by this Agreement would cause it to violate applicable law, it shall give prompt and detailed notice thereof to the other Parties and shall consult in good faith with other Parties so as to arrive at a means of carrying out to the maximum extent possible the intent of this Agreement without violation.

15. Severability.

A holding by any court or other tribunal of competent jurisdiction that any provision of this Agreement is invalid or unenforceable shall not result in

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ATTACHMENT IV.1.6 in response to Request IV.1

invalidation or unenforceability of the entire Agreement and all remaining terms shall remain in full force and effect. Following any such holding, the Parties shall negotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

16. Relation of Parties.

Nothing herein shall cause the Parties to be treated as partners, principals and agents. None of the Parties shall have any authority to bind the others to any obligation without its prior written consent.

17. Further Assurances.

Each party hereto shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as any other Party hereto may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

18. Indemnification.

Each Party hereto shall indemnify and hold harmless each other Party from and against all claims, liabilities, actions, suits, proceedings, assessments, judgments and losses, including interest, penalties reasonable attorneys fees, and reimbursements arising out of or resulting from the breach by such Party of any representation, warranty, covenant, obligation, or agreement of such Party contained in this Agreement or in any other associated agreement.

19. Termination.

This Agreement is made for a term of five (5) years (the "Term") and shall automatically be renewed for successive two (2) year terms under the same terms and conditions, unless any Party shall seek to terminate it on six months notice before the end of the Term or any successive two (2) year term.

Before the end of its Term, this Agreement may be terminated only upon mutual consent of all the Parties. It shall also be terminated automatically upon occurrence of any of the following:

- (i) dissolution and liquidation of America Movil; or
- (ii) material breach by one of the Parties, which will allow termination as to that breaching Party or
- (iii) the conversion by any of the Parties of all its Series "AA" Shares into Series "L" Shares.

ATTACHMENT IV.1.6 in response to Request IV.1

Upon termination of this Agreement before expiry of its term, all rights and obligations under this Agreement shall conclude and become ineffective except that the rights and obligations of any Party having accrued prior to such termination shall not be affected thereby.

Executed this _____ day of _____, 2001, by the undersigned authorized officers of the Parties.

CARSO GLOBAL TELECOM, S.A. DE C.V.

By: [Signature]
Name: EdUARdo Haldes Pera
Title: Attorney-in-fact

SBC INTERNATIONAL, INC.

By: [Signature]
Name: MARK ROYSE
Title: PRESIDENT, SBCI - MEXICO

[Handwritten initials]

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ATTACHMENT IV.1.6 in response to Request IV.1

AGREEMENT

Intending to be bound, Carso Global Telecom, S.A. de C.V. ("Carso Telecom") and SBC International, Inc. (hereinafter referred to as "SBCI"), (collectively, the "Parties").

RECITALS

A.- The Parties entered an agreement on March 13, 2001, to govern the Parties' relationship within América Móvil, S.A. de C.V. ("América Móvil") and to amend the América Móvil by-laws (the "Agreement").

B.- Banco Inbursa, S.A. Grupo Financiero Inbursa (hereinafter referred to as "Banco Inbursa") and SBCI, with the appearance of Carso Telecom entered into a Trust Agreement No. F/1046 on March 28, 2001, through which SBCI holds, as beneficiary, the rights of 1,059,890,076 Series "AA" common shares of the capital stock of América Móvil (the "SBCI Trust Agreement").

C.- At an extraordinary shareholders meeting of Carso Telecom held on November 30, 2001 a proposal to spin-off (escindir) Carso Telecom, and, among other resolutions, to create a new company called América Telecom, S.A. de C.V. ("América Telecom"), were approved.

D.- As a consequence, Carso Telecom will transfer the shares it owns of América Móvil (the "América Móvil Shares"), to the new spun off company named América Telecom.

WITH RESPECT TO THE FOREGOING, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Substitution of Carso Telecom:

Subject to the condition contained in Section 2. hereof, the Parties and América Telecom hereby expressly desire to acknowledge and consent the assignment and delegation by Carso Telecom of all its rights, obligations and liabilities under the Agreement to América Telecom, as a consequence of the Mexican legal provisions regarding spin-offs.

In consideration thereof, América Telecom subject to the condition contained in Section 2. hereof, assumes the rights, obligations, and liabilities of Carso Telecom under the Agreement and expressly acknowledges that such agreement shall be binding upon it, its successors, and its assignees.

Based on the foregoing and subject to the condition contained in Section 2, the Parties acknowledge that Carso Telecom shall be relieved and is hereby relieved, of any and all obligations under the Agreement and any rights and obligations thereto, are hereby assumed and transferred to América Telecom; provided however, Carso Telecom shall continue to be bound by Clause 5 of the Agreement relating to confidentiality and publicity for so long as América Telecom is bound by such Clause.

2. Condition:

This Agreement is subject to the condition that América Telecom has acquired beneficial ownership of the América Móvil Shares.

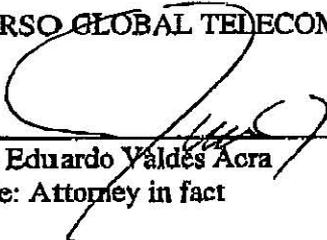
Executed this 5th, day of December, 2001, by the undersigned authorized officers of the Parties.

SBC INTERNATIONAL, INC.



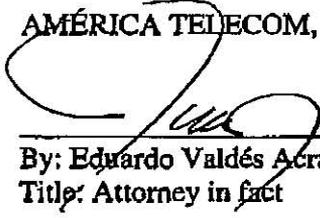
By: Mark E. Royse
Title:

CARSO GLOBAL TELECOM, S.A. DE C.V.



By: Eduardo Valdés Acra
Title: Attorney in fact

AMÉRICA TELECOM, S.A. DE C.V.



By: Eduardo Valdés Acra
Title: Attorney in fact

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Attachment IV.5.1
In Response to Request IV.5

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ATTACHMENT IV.5.1 in response to Request IV.5

MANAGEMENT SERVICES AGREEMENT

Between

SBC INTERNATIONAL MANAGEMENT SERVICES, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, hereinafter "SBCI-MSI", with Permanent Establishment in Mexico. Establishment in the terms provided in the Income Tax Law with address at Parque Vía 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D. F.

and

RADIOMÓVIL DIPSA S.A. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "TELCEL".

DECLARATIONS

I. SBCI-MSI declares:

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ATTACHMENT IV.5.1 in response to Request IV.5

- a) That it is a corporation organized under the laws of the State of Delaware, United States of America;
- b) That it is mainly involved in investment in telecommunications services and their provision worldwide; and
- c) That it has the resources needed to fulfill its obligations pursuant to this agreement.

II. TELCEL declares:

- a) That it is a Company organized under the laws of the United Mexican States with place of business at Lago Alberto 366, Colonia Anáhuac, 11320 Mexico, D. F.;
- b) That its corporate purpose, generally, is to provide all types of services and products connected with wireless telecommunications; and
- c) That it is its wish to obtain the services SBCI-MSI can provide with the purpose of improving its operations.

III. For purposes of this Agreement SBCI-MSI and TELCEL shall be referred to jointly as the "Parties."

CLAUSES

FIRST. SBCI-MSI hereby agrees to provide TELCEL and the TELCEL Subsidiaries (as defined herein) specialized professional counseling and advisory services in all or any one of the following areas up to the compensatory amount

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set forth in this Agreement (details of these counseling and advisory services shall be determined by mutual agreement):

1. Evaluation and counseling concerning material management decisions of Telcel.
2. Counseling relating to performance of material daily operations of Telcel.
3. Counseling connected with technical, administrative and financial planning.
4. Counseling in the subject matter of introduction of systems for management and operating control.
5. Counseling in the matter of design and planning of investment required for modernization of the technical infrastructure.
6. Counseling pertaining to policies in the file of rates, business relations and regulatory efforts.
7. Counseling as to the establishment of network construction procedures.
8. Generally, counseling concerning reorganization, modernization and restructuring of Telcel.

Hereinafter, the services set forth above in Clause First 1. through 8. shall be called the "Services". If TELCEL requests services that exceed the amount to be paid SBCI-MSI under this Agreement or if TELCEL requests additional management support, assistance, and technical information outside the scope of this agreement from SBCI-MSI or one of its Affiliates, such additional services will be negotiated and the terms and conditions mutually agreed upon prior to their provision. In presentation of the Services or any additional services, SBCI-MSI shall only provide information approved for a general export license not requiring written guarantees as the US Department of Commerce provides.

TELCEL agrees that at the request of SBCI-MSI, TELCEL shall provide adequate information and cooperation to SBCI-MSI so that SBCI-MSI can fulfill its obligations pursuant to this Agreement.

SECOND: As used in this Agreement, the term "Recipient" means: (a) SBCI-MSI; (b) TELCEL; (c) any of the officers, directors, or employees of TELCEL or SBCI-MSI; (d) any SBCI-MSI affiliate or subsidiary; (e) TELCEL's subsidiaries that are Mexican corporations in which TELCEL owns 50 percent or more of the capital stock, or where TELCEL has voting control in a shareholders meeting, (the "TELCEL Subsidiaries"), and; (f) any of a Parties' attorneys, accountants, consultants, advisors or agents who are not employees of such Party (collectively "Representatives").

1. Information. In conjunction with the provision of the Services, the Parties shall share information, materials, data, drawings, designs, instructions, manuals, specifications and other information with each other (the "Information").

2. Disclosure to Third Parties. A Recipient shall treat the Information as confidential, shall not disclose the Information to any person or entity except as authorized herein, and shall safeguard the Information at least to the extent that it would its own proprietary or confidential information, but in any event shall use at least reasonable care to safeguard the Information. No information may be disclosed or used (other than for purposes of complying with this Agreement and the Agreement dated March 13, 2001 between Carso Global Telecom, S.A. de C.V. and SBC International, Inc., as such has been amended from time to time) without the written consent of the Party that initially disclosed the information (the "Disclosing Party"). A Recipient shall immediately notify the Disclosing Party of any request by any third person (including non-controlled Affiliates) that the Information be disclosed. The Recipient and Disclosing Party shall cooperate in good faith to protect the information from disclosure.

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3. Publicity. Except as may, in the reasonable opinion of counsel, be required by law, regulation or rules (including but not limited to a policy statement of any organized securities exchange, market or quotation system on which the securities of such party or any of its Affiliates and/or Subsidiaries are listed or quoted for trading or by subpoenas or similar judicial process), the Parties shall not announce or disclose the terms or conditions of this Agreement to any third party, or advertise or release any publicity regarding this Agreement, without the prior written consent of all Parties.

4. Ownership and Use of Information. All Information delivered pursuant to this Agreement shall be and remain the property of the Disclosing Party. A Recipient may only use the Information in the manner contemplated under this Agreement. Documents containing or reflecting the Information, and all copies thereof, shall be promptly returned to the Disclosing Party upon written request, or destroyed at the Disclosing Party's option. Computer files or documents prepared by the Recipient based on the Information shall be destroyed by the Recipient rather than returned to the Disclosing Party. Nothing herein shall be construed as granting or conferring any rights by license or otherwise, express or implied, regarding any idea made, conceived or acquired prior to or after the date hereof, nor granting any right with respect to the use or marketing of any product or service.

5. Confidentiality Term. The duty not to disclose Information received hereunder, shall continue and survive the termination of this Agreement for a period of three (3) years from the date of such termination.

6. Access to and Control of Information. Subject to paragraph number 2 above, prior to allowing any officer, director, employee or Representative of a Recipient access to the Information, a Recipient shall inform each such person of the confidential nature of the Information and of the Recipient's obligations under this

Agreement, and shall direct each such person to comply with the provisions of this Agreement. Each Party agrees to be liable for any disclosure by any officer, director, employee or Representative of the Party that is in violation of this Agreement.

7. Exceptions. The obligations contained herein shall not apply to: (a) information which is now in or hereafter enters the public domain without a breach of this Agreement by the Recipient, (b) information independently developed by a Recipient's personnel or representatives who do not have access to the Information, (c) information disclosed in good faith to the Recipient by a third person legally entitled to disclose the same, or (d) subject to paragraph 2, information disclosed pursuant to court order, judicial process, or otherwise as required by law (including but not limited to a policy statement of any organized securities exchange, market or quotation system on which the securities of such party or any of its Affiliates and/or Subsidiaries are listed or quoted for trading or by subpoenas or similar judicial process received after the date hereof).

8. Remedies. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement by a Recipient or its Representatives and that the Parties shall be entitled to specific performance as a remedy for any such breach and/or to an injunction (without bond) prohibiting any further breach. Such remedy shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or equity to the Parties.

9. No Warranties. The Parties acknowledge that no express or implied warranties have been made with respect to the Information by any Party or its affiliates, Representatives, officers, agents, employees, or controlling persons. The Parties agree that they are not entitled to rely on the accuracy or completeness of the Information.

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THIRD: SBCI-MSI shall provide the Services with its own resources located in Mexico City. Any services requiring resources from other sources or SBCI-MSI subsidiaries shall be contracted separately and additionally to this Agreement.

FOURTH: Under this agreement, TELCEL agrees to pay SBCI-MSI, a total annual amount of ONE MILLION US\$ (\$1,000,000.00 US\$) plus value added tax for the initial year of this Agreement. TELCEL shall make this ONE MILLION US\$ (\$1,000,000.00 US\$) payment to SBCI-MSI plus value added tax in a one-time payment on February 28 of each year through a bank transfer or cable transfer sent directly to the corporate bank account, payable in United States Dollars, SBCI-MSI has in Mexico or any other account specified by SBCI-MSI. In the event TELCEL requires services not included in this Agreement, SBCI-MCI shall charge an additional amount to be agreed upon by the Parties. Six months prior to the first anniversary of this Agreement the Parties will consult and use best efforts to agree on compensation to be paid SBCI-MSI for the remaining term of the Agreement; provided however, that if no agreement is reached regarding such compensation, no payment will owed by TELCEL. In the event TELCEL wishes to continue receiving the Services from SBCI-MSI for an additional period, six months prior to the expiration of this Agreement the Parties will consult and negotiate further services and the compensation to be paid SBCI-MSI. If at any time during the term of this Agreement, SBCI-MSI has not appointed and made available to TELCEL an employee or Representative dedicate to providing the Services, TELCEL shall not be obligated to make any payment hereunder.

In the event TELCEL makes the payments in pesos, TELCEL shall pay SBCI-MSI a sufficient amount in Mexican pesos to allow SBCI-MSI to purchase the total amount of US dollars specified in the first paragraph of this clause.

FIFTH. SBCI-MSI represents and warrants that between its employees, Representatives, agents or subcontractors and TELCEL there exists only an

independent contractor relationship, and that a labor relationship does not exist between such employees, Representatives, agents or subcontractors and TELCEL or any of its Subsidiaries and affiliates under the applicable laws and regulations in effect in Mexico or abroad. SBCI-MSI shall be solely responsible for all the salaries, benefits, taxes and expenses of its employees, Representatives, agents and subcontractors.

SIXTH. This Agreement shall be in effect during the period starting on January 1, 2002 and ending on December 31, 2005. Either Party may terminate this Agreement without cause by giving six (6) months prior written notice to the other Party. This Agreement may also be terminated by either Party by giving four (4) months prior written notice if SBC International, Inc. or any of its Affiliates (as Affiliates is defined in the Agreement dated March 13, 2001 between Carso Global Telecom, S.A. de C.V. and SBC International, Inc., assigned on December 5, 2001 by Carso Global Telecom, S.A. de C.V. to América Telecom, S.A. de C.V.) ceases to hold shares, whether directly or indirectly in TELCEL.

SEVENTH. Nothing herein shall be construed to be a license on any patent, trademark, trade name, operating practices or any other copyright property of SBCI-MSI or any holding company, controlled by or under common control with SBCI-MSI. TELCEL's use of any patent, copyright, trademark, trade name, operating practice or any other copyright property of SBCI-MSI or any holding company, controlled by or under common control with SBCI-MSI shall be covered by a separate license agreement. Any remuneration provided for this separate license agreement shall be in addition to the remuneration provided in this agreement.

EIGHTH: The Parties shall not be liable for loss or damages resulting from any delay in fulfillment or non-fulfillment of any of their obligations herein when this delay is due to force majeure. They shall not be liable if the delay is on account of compliance with laws, regulations, orders or instructions from any governmental,

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ATTACHMENT IV.5.1 in response to Request IV.5

federal, state or municipal authority of the United States of America or the United Mexican States, or if it is by reason of amendment to any one of these laws, regulations, orders or instructions that might affect the obligations of the Parties under this Agreement.

NINTH: The Parties agree to hold each other harmless from any claim or liability they might be liable to as a result of acts performed or omitted by the other Party.

TENTH: In view of the fact that this Agreement pertains to highly technical and confidential services, neither Party may assign its rights and obligations hereunder to any individual or company, whether national or foreign, without the prior written consent of the other party.

ELEVENTH: This Agreement may only be modified by means of a written Agreement, duly signed by the Parties or by their legal representatives.

TWELFTH: All notifications referred to herein shall be delivered to the domiciles of the Parties that are indicated below or to any other domicile that the Parties may indicate in writing in the future.

SBCI-MSI

SBC International, Inc.
175 E. Houston Street
San Antonio, Texas 78201
United States of America
Attn: General Attorney and
Assistant General Counsel – International

TELCEL

Lago Alberto 366
Tore Telcel I, Piso 2
Colonia Anáhuac
11320 México, D.F.
Attn: Alejandro Cantú Jiménez

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ATTACHMENT IV.5.1 in response to Request IV.5

THIRTEENTH: This Agreement shall be construed and interpreted pursuant to the applicable laws of Mexico. In case of any controversy arising herefrom, the Parties submit themselves to the jurisdiction of the competent courts of Mexico City, Federal District, expressly waiving any other jurisdiction that may correspond to them due to their present or future domicile or for any other reason.

FOURTEENTH: In the event that any one or more of the phrases, sentences, clauses, declarations or sections contained in this Agreement shall be declared invalid, or unenforceable by order, decree or judgment of any court having jurisdiction, or shall be or become invalid or unenforceable by virtue of any applicable law, the remainder of this Agreement shall be construed as if such phrases, sentences, clauses, declarations or sections had not been inserted.

FIFTEENTH: This Agreement may be executed in two or more counterparts, each of which counterparts shall be deemed an original. In providing this Agreement it shall not be necessary to produce or account for more than one of the counterparts.

SIXTEENTH: This Agreement is entered pursuant to Clause 3. of the Agreement dated March 13, 2001 between Carso Global Telecom, S.A. de C.V. and SBC International, Inc., as such has been amended from time to time, and contains the complete agreement between the Parties with respect to the Services and supersedes any prior agreement, letter, communication or covenant between the Parties with respect to the Services.

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ATTACHMENT IV.5.1 in response to Request IV.5

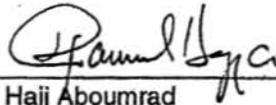
This agreement is drawn in two counterparts and undersigned in Mexico City, Federal District on February 27, 2002.

SBC INTERNATIONAL
MANAGEMENT SERVICES INC.

Radiomóvil Dipsa, S.A. de CV.



By: Mark Royse
President SBCI - Mexico



By: Daniel Hajj Aboumradi
Director General

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ATTACHMENT IV.5.1 in response to Request IV.5

EX-4.5 4 dex45.htm FIRST AMENDMENT DATED JANUARY 13, 2003 TO MANAGEMENT SERVICES AGREEMENT

Exhibit 4.5

**FIRST AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

Between

SBC INTERNATIONAL MANAGEMENT SERVICES, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, hereinafter "SBCI-MSI", with Permanent Establishment in Mexico. Establishment in the terms provided in the Income Tax Law with address at Parque Vía 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D. F.

and

RADIOMÓVIL DIPSA S.A. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "TELCEL".

ATTACHMENT IV.5.1 in response to Request IV.5

This FIRST AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, is made as of January 1, 2003 (this "Amendment"), between SBC INTERNATIONAL MANAGEMENT SERVICES, INC., a corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, with Permanent Establishment in the United Mexican States under the Income Tax Law with address at Parque Via 190-12th floor, Colonia Cauhtémoc 06599 Mexico, D. F. (hereinafter "SBCI-MSI") and RADIOMÓVIL DIPS A. S. DE C.V., a corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "TELCEL"):

WHEREAS, SBCI-MSI and TELCEL entered into that certain Management Services Agreement dated February 27, 2002 (the "MSA"); and

WHEREAS, SBCI-MSI and TELCEL desire to amend the MSA as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. In accordance with the terms of Clause FOURTH of the MSA, TELCEL shall pay SBCI-MSI ONE MILLION US DOLLARS (US\$1,000,000.00) plus value added tax for the second year of the initial term of the MSA in compensation for services rendered by SBCI-MSI thereunder. TELCEL shall make this One Million US Dollar (US\$1,000,000.00) payment to SBCI-MSI plus value added tax in a one-time payment on February 28, 2003 through wire transfer of immediately available funds payable in United States Dollars to a bank account designated by SBCI-MSI. Six months prior to the second anniversary of the MSA the parties shall begin consultations and use

ATTACHMENT IV.5.1 in response to Request IV.5

best efforts to agree on compensation to be paid SBCI-MSI for the remaining term of the MSA.

SECTION 2. This Amendment and the MSA hereby are each confirmed as being in full force and effect.

SECTION 3. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 4. For interpretation and fulfillment of this Amendment, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address.

This agreement is entered in Mexico City, Federal District on January 13, 2003.

SBC INTERNATIONAL MANAGEMENT SERVICES INC.

RADIOMÓVIL DIPSA S.A. DE CV.

/s/ Mark Royse
By: Mark Royse
President SBCI – Mexico

/s/ Daniel Hajj Aboumrads
By: Daniel Hajj Aboumrads
Director General

REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.1 in response to Request IV.5

EX-4.6 5 dex46.htm SECOND AMENDMENT DATED OCTOBER 29, 2003 TO MANAGEMENT SERVICES AGREEMENT

Exhibit 4.6

**SECOND AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

Between

SBC INTERNATIONAL MANAGEMENT SERVICES, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, hereinafter "SBCI-MSI", with Permanent Establishment in Mexico. Establishment in the terms provided in the Income Tax Law with address at Parque Via 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D. F.

RADIOMÓVIL DIPSA S.A. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "TELCEL",

and

AMÉRICA MÓVIL S.A. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "AMÉRICA MÓVIL".

ATTACHMENT IV.5.1 in response to Request IV.5

This SECOND AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, is made as of October 29, 2003 (this "2nd Amendment"), between SBC INTERNATIONAL MANAGEMENT SERVICES, INC., a corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, with Permanent Establishment in the United Mexican States under the Income Tax Law with address Parque Via 190-12th floor, Colonia Cauhahtémoc 06599 Mexico, D. F. (hereinafter "SBCI-MSI"), RADIOMÓVIL DIPSA S.A. DE C.V., a corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "TELCEL") and AMÉRICA MÓVIL S.A. DE C.V., a corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "AMÉRICA MÓVIL").

WHEREAS, SBCI-MSI and TELCEL entered into that certain Management Services Agreement dated February 27, 2002 as amended by that certain First Amendment to Management Services Agreement dated as of January 1, 2003 (as amended, the "MSA");

WHEREAS, TELCEL is a wholly owned subsidiary of AMÉRICA MÓVIL;

WHEREAS, TELCEL desires to assign and AMÉRICA MÓVIL desires to assume all of TELCEL's rights, interests and obligations under the MSA, as amended herein; and

WHEREAS, TELCEL, SBCI-MSI and AMÉRICA MÓVIL desire to further amend the MSA as provided herein.

ATTACHMENT IV.5.1 in response to Request IV.5

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. As of the date of this 2nd Amendment, TELCEL indefeasibly assigns, transfers and conveys to AMÉRICA MÓVIL all of its rights, interests and obligations under the MSA, and AMÉRICA MÓVIL assumes, accepts and agrees to pay, perform and discharge when due all of TELCEL's rights, interests and obligations under the MSA. All references to TELCEL in the MSA are hereby deleted and replaced with AMÉRICA MÓVIL.

SECTION 2. The first paragraph of section SECOND of the MSA which begins with the words, "As Used in this Agreement, the term . . ." is hereby deleted and replaced with the following paragraph:

"As used in this Agreement, the term "Recipient" means: (a) SBCI-MSI; (b) AMÉRICA MÓVIL; (c) any SBCI-MSI affiliate or subsidiary; (d) any AMÉRICA MÓVIL Subsidiary (as defined below) (the "AMÉRICA MÓVIL Subsidiaries"); (e) any of the officers, directors, or employees of AMÉRICA MÓVIL, the AMÉRICA MÓVIL Subsidiaries, SBCI-MSI or any SBCI-MSI affiliate or subsidiary; and (f) any of a Parties' attorneys, accountants, consultants, advisors or agents who are not employees of such Party (collectively "Representatives"). An "AMÉRICA MÓVIL Subsidiary" is defined as a corporation (or similar entity) (y) whose operations are completely limited to one or more of the following countries: Mexico, Guatemala, Nicaragua, El Salvador, Ecuador, Colombia, Brazil, Argentina (the "Authorized Countries"); and (z) in which AMÉRICA MÓVIL directly or indirectly owns 50 percent or more of the capital stock, or where AMÉRICA MÓVIL directly or indirectly has voting control in a shareholders meeting. For the avoidance of any doubt, subsidiaries or affiliates of AMÉRICA MÓVIL that fail to fully satisfy the definition of an AMÉRICA MÓVIL Subsidiary (including without limitation, any subsidiary with operations in the United States) shall not be entitled to receive services or information under the Agreement."

ATTACHMENT IV.5.1 in response to Request IV.5

SECTION 3. Should AMÉRICA MÓVIL desire that SBCI-MSI perform services for the benefit of its operations or the operations of its affiliates or subsidiaries outside of the Authorized Countries, it shall provide written notice thereof to SBCI-MSI. SBCI-MSI shall be under no obligation to provide any services outside of the Authorized Countries unless and until terms and pricing for such services have been agreed as between the parties in writing.

SECTION 4. This 2nd Amendment and the MSA hereby are each confirmed as being in full force and effect.

SECTION 5. This 2nd Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 6. For interpretation and fulfillment of this 2nd Amendment, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the MSA.

This 2nd Amendment is executed in Mexico City, Federal District on the date first set forth above.

SBC INTERNATIONAL MANAGEMENT SERVICES INC.

RADIOMÓVIL DIPSA S.A. DE C.V.

/s/ Rick Resnick
By: Rick Resnick

/s/ Daniel Hajj Aboumrads
By: Daniel Hajj Aboumrads

H ATTACHMENT IV.5.1 in response to Request IV.5

President SBCI — Mexico

Director General
AMÉRICA MÓVIL, S.A. DE C.V.

/s/ ALEJANDRO CANTÚ JIMÉNEZ
By: Alejandro Cantú Jiménez

REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.1 in response to Request IV.5

EX-4.7 6 dex47.htm THIRD AMENDMENT DATED JANUARY 1, 2004 TO MANAGEMENT SERVICES AGREEMENT

Exhibit 4.7

**THIRD AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

Between

SBC INTERNATIONAL MANAGEMENT SERVICES, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, hereinafter "SBCI-MSI", with Permanent Establishment in Mexico. Establishment in the terms provided in the Income Tax Law with address at Parque Vía 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D. F.

and

AMÉRICA MÓVIL S.A. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "AMÉRICA MÓVIL".

ATTACHMENT IV.5.1 in response to Request IV.5

This THIRD AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, is made as of January 1, 2004 (this "Amendment"), between SBC INTERNATIONAL MANAGEMENT SERVICES, INC., a corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, with Permanent Establishment in the United Mexican States under the Income Tax Law with address at Parque Via 190-12th floor, Colonia Cauhahtémoc 06599 Mexico, D. F. (hereinafter "SBCI-MSI") and AMÉRICA MÓVIL S.A. DE C.V., a corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "AMÉRICA MÓVIL").

WHEREAS, SBCI-MSI and AMÉRICA MÓVIL entered into that certain Management Services Agreement dated February 27, 2002 as amended by that certain First Amendment to Management Services Agreement dated as of January 1, 2003 and Second Amendment to Management Services Agreement dated as of October 29, 2003 (as amended, the "MSA"); and

WHEREAS, SBCI-MSI and AMÉRICA MÓVIL desire to amend the MSA as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION I. In accordance with the terms of Clause FOURTH of the MSA, AMÉRICA MÓVIL shall pay SBCI-MSI ONE MILLION US DOLLARS (US\$1,000,000.00) plus value added tax for the third year of the initial term of the MSA in compensation for services rendered by SBCI-MSI thereunder. AMÉRICA MÓVIL shall make this One Million US Dollar (US\$1,000,000.00) payment to SBCI-MSI plus value added tax in a one-time payment on March 5, 2004 through wire transfer of immediately available funds payable in United States Dollars to a

ATTACHMENT IV.5.1 in response to Request IV.5

bank account designated by SBCI-MSI. Six months prior to the third anniversary of the MSA the parties shall begin consultations and use best efforts to agree on compensation to be paid SBCI-MSI for the remaining term of the MSA.

SECTION 2. This Amendment and the MSA hereby are each confirmed as being in full force and effect.

SECTION 3. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 4. For interpretation and fulfillment of this Amendment, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address.

This agreement is entered in Mexico City, Federal District on the date first set forth above.

SBC INTERNATIONAL MANAGEMENT SERVICES INC.

AMÉRICA MÓVIL S.A. DE CV.

/s/ Rick Resnick

/s/ Daniel Hajj Aboumrad

By: Rick Resnick
President SBCI – Mexico

By: Daniel Hajj Aboumrad
Director General

REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.1 in response to Request IV.5

EX-4.8 3 dex48.htm FOURTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

Exhibit 4.8

**FOURTH AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

Between

SBC INTERNATIONAL MANAGEMENT SERVICES, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, hereinafter "SBCI-MSI", with Permanent Establishment in Mexico. Establishment in the terms provided in the Income Tax Law with address at Parque Via 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D. F.

and

AMÉRICA MÓVIL S.A. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "AMÉRICA MÓVIL".

ATTACHMENT IV.5.1 in response to Request IV.5

The FOURTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, is made as of Jan 31, 2005 (this "Amendment"), between SBC INTERNATIONAL MANAGEMENT SERVICES, INC., a corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington; Delaware, USA, with Permanent Establishment in the United Mexican States under the Income Tax Law with address at Parque Via 190-12th floor, Colonia Cauhtémoc 06599 Mexico. D F (hereinafter "SBCI-MSI") and AMÉRICA MÓVIL S.A. DE C.V., a corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "AMÉRICA MÓVIL").

WHEREAS, SBCI-MSI and AMERICA MÓVIL entered into that certain Management Services Agreement dated February 27, 2002 as amended by that certain First Amendment to Management Services Agreement dated as of January 1, 2003. Second Amendment in Management Services Agreement dated as of October 29, 2003 and Third Amendment to Management Services Agreement Dated as of January 1, 2004 (as amended, the "MSA"); and

WHEREAS, SBCI-MSI and AMÉRICA MÓVIL desire to amend to MSA as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. In accordance with the terms of Clause FOURTH of the MSA, AMÉRICA MÓVIL shall pay SBCI-MSI ONE MILLION US DOLLARS (US\$1,000,000.00) plus value added tax for the fourth year of the initial term of the MSA in compensation for services rendered by SBCI-MSI thereunder. AMÉRICA MÓVIL shall make this One Million US Dollar (US\$1,000,000.00) payment to SBCI-MSI plus value added tax in a one-time payment on February

ATTACHMENT IV.5.1 in response to Request IV.5

28, 2005 through wire transfer of immediately available funds payable in United States Dollars to a bank account designated by SBCI-MSI. Six months prior to the expiration of the MSA (which expiration is currently December 31, 2005 under Clause Six of the MSA) the parties shall begin consultations and use best efforts to agree on further services and the compensation to be paid SBCI-MSI for such services.

SECTION 2. This Amendment and the MSA hereby are each confirmed as being in full force and effect.

SECTION 3. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 4. For interpretation and fulfillment of this Amendment, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address.

This agreement is entered in Mexico City, Federal District on the date first set forth above.

SBC INTERNATIONAL
MANAGEMENT SERVICES INC.

AMÉRICA MÓVIL S.A. DE CV.

/s/ Rick Resnick

By: Rick Resnick
President SBCI - Mexico

/s/ Daniel Hajj Aboumrad

By: Daniel Hajj Aboumrad
Director General

REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.1 in response to Request IV.5

EX-4.6 2 dex46.htm FIFTH AMENDMENT DTD 12/31/2005 TO MANAGEMENT SERVICES AGMT DTD
2/27/2002

Exhibit 4.6

**FIFTH AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

Between

SBC INTERNATIONAL MANAGEMENT SERVICES, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, hereinafter "SBCI-MSP", with Permanent Establishment in Mexico. Establishment in the terms provided in the Income Tax Law with address at Parque Vía 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D. F.

and

AMÉRICA MÓVIL S.A. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "AMÉRICA MÓVIL".

ATTACHMENT IV.5.1 in response to Request IV.5

This FIFTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, is made to be effective as of December 31, 2005 (this "Amendment"), between SBC INTERNATIONAL MANAGEMENT SERVICES, INC., a corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, with Permanent Establishment in the United Mexican States under the Income Tax Law with address at Parque Via 190-12th floor, Colonia Cauhtémoc 06599 Mexico, D. F. (hereinafter "SBCI-MSI") and AMÉRICA MÓVIL S.A. DE C.V., a corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "AMÉRICA MÓVIL").

WHEREAS, SBCI-MSI and AMÉRICA MÓVIL entered into that certain Management Services Agreement dated February 27, 2002 as amended by that certain First Amendment to Management Services Agreement dated as of January 1, 2003, Second Amendment to Management Services Agreement dated as of October 29, 2003, Third Amendment to Management Services Agreement Dated as of January 1, 2004 and Fourth Amendment to Management Services Agreement dated as of January 31, 2005 (as amended, the "MSA"); and

WHEREAS, SBCI-MSI and AMÉRICA MÓVIL desire to extend the term of and amend the MSA as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. The parties agree that the first sentence of clause Sixth of the MSA is hereby amended to read as follows: "This agreement shall be in effect during the period starting on January 1, 2002 and ending on December 31, 2006".

ATTACHMENT IV.5.1 in response to Request IV.5

SECTION 2. In accordance with the terms of Clause FOURTH of the MSA, AMÉRICA MÓVIL shall pay SBCI-MSI ONE MILLION US DOLLARS (US\$1,000,000.00) plus value added tax for the fifth year of the initial term of the MSA (as such term has been extended by this Amendment) in compensation for services rendered by SBCI-MSI thereunder. AMÉRICA MÓVIL shall make this One Million US Dollar (US\$1,000,000.00) payment to SBCI-MSI plus value added tax in a one-time payment on February 28, 2006 through wire transfer of immediately available funds payable in United States Dollars to a bank account designated by SBCI-MSI. Six months prior to the fifth anniversary of the commencement of the initial term of the original MSA, the parties shall begin consultations and use best efforts to agree on compensation to be paid SBCI-MSI for the remaining term of the MSA.

SECCIÓN 3. This Amendment and the MSA hereby are each confirmed as being in full force and effect.

SECTION 4. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 5. For interpretation and fulfillment of this Amendment, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address.

REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.1 in response to Request IV.5

This agreement is entered in Mexico City, Federal District on 1-FEB, 2006 to be effective as of December 31, 2005.

SBC INTERNATIONAL
MANAGEMENT SERVICES INC.

AMÉRICA MÓVIL S.A. DE CV.

By: /s/ Rick Resnick
Rick Resnick
President SBCI – Mexico

By: /s/ Daniel Hajj Aboumrad
Daniel Hajj Aboumrad
Director General

REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.1 in response to Request IV.5

EX-4.4 3 dex44.htm SIXTH AMENDMENT DATED FEBRUARY 1, 2007 TO MANAGEMENT SERVICES AGREEMENT

Exhibit 4.4

**SIXTH AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

Between

AT&T MEXICO, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, hereinafter "AT&T Mexico", with Permanent Establishment in Mexico. Establishment in the terms provided in the Income Tax Law with address at Parque Vía 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D.F.

And

AMÉRICA MÓVIL, S.A.B. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "AMÉRICA MÓVIL".

ATTACHMENT IV.5.1 in response to Request IV.5

This SIXTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, is made as of February 1st, 2007 (this "Amendment"), between AT&T MEXICO, INC. a corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, with Permanent Establishment in the United Mexican States under the Income Tax Law with address at Parque Via 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D.F. (hereinafter "AT&T Mexico") and AMÉRICA MOVIL S.A.B. DE C.V., a corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "AMÉRICA MÓVIL").

WHEREAS, AT&T MEXICO and AMÉRICA MÓVIL entered into that certain Management Services Agreement dated February 27, 2002 as amended by that certain First Amendment to Management Services Agreement dated as of January 1, 2003; that certain Second Amendment to Management Services Agreement dated as of October 29, 2003, that certain Third Amendment dated as January 1, 2004; that certain Fourth Amendment dated as of January 31, 2005 (as amended, the "MSA"); and that certain Fifth Amendment dated as of December 31, 2005 (as amended, the "MSA").

WHEREAS, AT&T MEXICO and AMÉRICA MÓVIL desire to amend the MSA as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. The parties agree that the first sentence of clause Sixth of the MSA is hereby amended to read as follows: "This agreement shall be in effect during the period starting on January 1, 2001 and ending on December 31, 2012."

ATTACHMENT IV.5.1 in response to Request IV.5

SECTION 2. In accordance with the terms of Clause FOURTH of the MSA, AMÉRICA MÓVIL shall pay AT&T MEXICO SEVEN AND A HALF MILLION US DOLLARS (US \$7,500,000.00) plus value tax for the sixth year (2007) of the term of the MSA in compensation for services rendered by AT&T MEXICO thereunder. AMERICA MOVIL shall make this Seven and a Half Million US Dollar (US\$7,500,000.00) payment to AT&T MEXICO plus value added tax in a one-time payment by February 28, 2007, through wire transfer of immediately available funds payable in United States Dollars to a bank account designated by AT&T MEXICO. No later than the end of June 2007, the parties shall begin consultations and use best efforts to agree on compensation to be paid AT&T MEXICO for the remaining term of the MSA. The parties further acknowledge and agree that AMERICA MOVIL made a one-time payment to AT&T MEXICO in February 2006, in the amount of One Million US Dollars (US\$ 1,000,000.00), plus value added tax, in compensation for services rendered by AT&T Mexico under the MSA for the fifth year (2006) of the term of the MSA.

SECTION 3. This Amendment and the MSA hereby are each confirmed as being in full force and effect. The parties acknowledge that the initial term of the MSA previously expired, but that the parties agree that for all purposes the parties shall treat the MSA as not having expired and the MSA shall continue to be effective as amended hereby.

SECTION 4. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 5. For interpretation and fulfillment of this Amendment, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address.

REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.1 in response to Request IV.5

This agreement is entered in Mexico City, Federal District on the date first set forth above.

AT&T MEXICO, INC.

/s/ Eric Boyer
By: Eric Boyer
President AT&T Mexico, Inc.

AMÉRICA MÓVIL S.A.B. DE C.V.

/s/ Alejandro Cantú Jiménez
By: Alejandro Cantú Jiménez
General Counsel

Attachment IV.5.2
In Response to Request IV.5

REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.2 in response to Request IV.5

MANAGEMENT SERVICES AGREEMENT

Between

SBC INTERNATIONAL MANAGEMENT SERVICES, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, hereinafter "SBC I-MSI", with Permanent Establishment in Mexico. Establishment in the terms provided in the Income Tax Law with address at Parque Vía 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D. F.

and

TELÉFONOS DE MEXICO, S.A. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "TELMEX".

mc
[Signature]

DECLARATIONS

I. SBCI-MSI declares:

- a) That it is a corporation organized under the laws of the State of Delaware, United States of America.
- b) That it is mainly involved in investment in telecommunications services and their provision worldwide.
- c) That it has the resources needed to fulfill its obligations pursuant to this agreement.

II. TELMEX declares:

- a) That it is a Company organized under the laws of the Mexican Republic with place of business at Parque Vía No. 190, Col. Cuauhtémoc, Delegación Cuauhtémoc, C.P. 06599 Mexico, D. F.
- b) That its corporate purpose, generally, is to provide all types of services and products connected with telecommunications.
- c) That it is its wish to obtain the services SBCI-MSI can provide with the purpose of improving its operations.

gmk 

CLAUSES

FIRST. SBCI-MSI hereby agrees to provide TELMEX and its subsidiaries specialized professional counseling and advisory services in all or any one of the following areas (details of these counseling and advisory services shall be determined by mutual agreement):

1. Evaluation and counseling concerning material management decisions of both TELMEX and its subsidiaries.
2. Counseling concerning labor negotiations.
3. Counseling referring to performance of material daily operations of Telmex and its subsidiaries.
4. Counseling connected with technical, administrative and financial planning.
5. Counseling in the subject matter of introduction of systems for management and operational control.
6. Counseling in the matter of design and planning of investments required for modernization of the technical infrastructure.
7. Counseling pertaining to policies in the field of rates, business relations and regulatory efforts.
8. Counseling as to the establishment of network construction procedures.
9. Generally, counseling concerning reorganization, modernization and restructuring of TELMEX and its subsidiaries.

Hereinafter, these services shall be called "THE SERVICES". In presentation of THE SERVICES, SBCI-MSI shall only provide information approved for a general export license not requiring written guarantees as the US Department of Commerce provides.

SECOND: Only TELMEX or its Subsidiaries shall use the information and materials transferred by SBCI-MSI. These shall not be assigned, resold,



licensed or in any other way transferred to another individual or entity except as provided herein. The information and materials shall be the exclusive property of SBCI-MSI, or as the case may be, of its subsidiaries, affiliates, branch offices or any other entity of the SOUTHWESTERN BELL group, subject to TELMEX's right to use the information and materials in its own operations in Mexico. Telmex acknowledges that SBCI-MSI is subject to United States Export Control laws and therefore agrees that no information or material received from SBCI-MSI or its affiliates shall be exported without SBCI-MSI's written consent.

1. The information and materials SBCI-MSI provides TELMEX (including but not limited to documents, data, drawings, designs, instructions, specifications and other information) which are classified by SBCI-MSI as confidential and marked or identified as confidential are provided to TELMEX in the understanding that these are confidential. These shall neither be reproduced nor disclosed to third parties in any way whatsoever nor used by TELMEX for any purpose other than the execution of the transactions considered herein. Especially, such documents and data shall not be available to any companies or persons other than TELMEX's employees, agents or subcontractors. TELMEX shall take the steps necessary to ensure that any such companies or persons having access to the documents or data shall keep them confidential.
2. Taking into consideration the large investment SBCI-MSI has made to develop the information and materials; the market's high competition level, the proprietary nature of the information and the risk of losing SBCI-MSI's proprietary rights because of disclosure of the information to third parties, TELMEX agrees to maintain confidential the information and materials classified by SBCI-MSI as confidential for a five-year period after termination of this agreement or at an earlier date if this information or materials become of public domain through legal means.

gmc
[Handwritten signature]

3. Upon termination of this agreement by reason of TELMEX's non-fulfillment, TELMEX shall return to SBCI-MSI all the documents, data and other materials provided by SBCI-MSI or collected by TELMEX from the information and materials thus provided and in TELMEX's possession or under its control. TELMEX shall not be entitled to keep any copy, excerpts or translations thereof.

4. The parties agree that because TELMEX develops many activities through its subsidiaries, TELMEX is hereby authorized to disclose the information and materials, including confidential information and materials, to its subsidiaries. This clause shall be applied to TELMEX's subsidiaries when these subsidiaries receive the information or materials. TELMEX shall take the necessary steps to ensure that any subsidiary company having access to the information or materials shall comply with its obligations pursuant to this agreement. For the purposes of this agreement, TELMEX's subsidiaries shall be those corporations in Mexico in which TELMEX owns more than 50 per cent of their capital stock or any corporation where TELMEX has voting control in any shareholders' meeting. Concerning companies that cease to be TELMEX's subsidiaries, TELMEX shall take the necessary steps to ensure that companies with access to the documents or data return them to TELMEX and that these companies abide by the confidentiality obligation set forth in this clause.

THIRD: SBCI-MSI shall provide THE SERVICES with its own resources located in Mexico City. The services requiring resources from other sources or SBCI-MSI subsidiaries shall be contracted separately and additionally to this agreement.

FOURTH: Under this agreement, TELMEX agrees to pay SBCI-MSI, a total annual amount of TEN MILLION US\$ (\$10,000,000.00 US\$) plus value added tax for the initial 2-year term of this Agreement. TELMEX shall make this TEN

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MILLION US\$ (\$10,000,000.00 US\$) payment to SBCI-MSI plus value added tax in a one-time payment on February 28 of each year through a bank transfer or cable transfer sent directly to the corporate bank account, payable in United States Dollars, SBCI-MSI has in Mexico or any other account specified by SBCI-MSI. In the event TELMEX requires services not included in this agreement, SBCI-MCI shall charge an additional amount to be agreed upon by the parties. Six months prior to the second anniversary of this Agreement the Parties will consult and use best efforts to agree on compensation to be paid SBCI-MSI for the remaining term of the Agreement. Six months prior to the expiration of this agreement the Parties will consult and use best efforts to agree on further services and the compensation to be paid SBCI-MSI.

In the event TELMEX makes the payments in pesos, TELMEX shall pay SBCI-MSI a sufficient amount in Mexican pesos to allow SBCI-MSI to purchase the total amount of US dollars specified in the first paragraph of this clause.

FIFTH. SBCI-MSI shall be solely responsible for all the salaries, benefits, taxes and expenses of its employees. TELMEX agrees that at the request of SBCI-MSI, TELMEX shall provide adequate information and cooperation to SBCI-MSI so that SBCI-MSI can fulfill its obligations pursuant to this agreement.

SIXTH. This agreement shall be in effect during the period starting on January 1st, 2001 and ending on December 31st, 2005.

This Agreement may be terminated by either Party by giving four (4) months written notice if SBC International Inc. or any of its Affiliates (as Affiliates is defined in the New Joint Venture Agreement) ceases to hold shares, whether directly or indirectly in TELMEX.

SEVENTH. Nothing herein shall be construed to be a license on any patent, trademark, trade name, operating practices or any other copyright property of SBCI-MSI or any holding company, controlled by or under common control with

MR 3 

SBCI-MSI. TELMEX's use of any patent, copyright, trademark, trade name, operating practice or any other copyright property of SBCI-MSI or any holding company, controlled by or under common control with SBCI-MSI shall be covered by a separate license agreement. Any remuneration provided for this separate license agreement shall be in addition to the remuneration provided in this agreement.

EIGHTH: The parties shall not be liable for loss or damages resulting from any delay in fulfillment or non-fulfillment of any of their obligations herein when this delay is due to force majeure. They shall not be liable if the delay is on account of compliance with laws, regulations, orders or instructions from any governmental, federal, state or municipal authority of the United States of America or Mexico, or if it is by reason of amendment to any one of these laws, regulations, orders or instructions that might affect the obligations of the parties under this agreement.

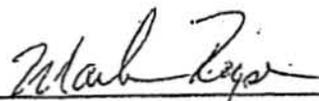
NINTH: The parties agree to hold each other harmless from any claim or liability they might be liable to as a result of acts performed or omitted by the other party.

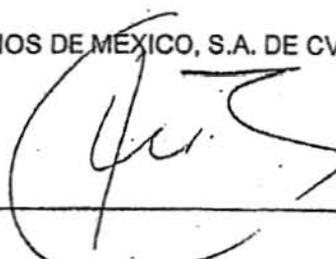
TENTH: For interpretation and fulfillment of this agreement, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address.

This agreement is drawn in two counterparts and undersigned in Mexico City, Federal District on January 2nd, 2001.

SBC INTERNATIONAL
MANAGEMENT SERVICES INC.

TELEFONOS DE MEXICO, S.A. DE CV.





REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.2 in response to Request IV.5

By: Mark Royse
President SBCI - Mexico

By: Ing. Jaime Chico Pardo
Director General

MR *JCP*

REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.2 in response to Request IV.5

**FIRST AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

Between

SBC INTERNATIONAL MANAGEMENT SERVICES, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, hereinafter "SBCI-MSI", with Permanent Establishment in Mexico. Establishment in the terms provided in the Income Tax Law with address at Parque Vía 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D. F.

and

TELEFONOS DE MEXICO, S.A. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "TELMEX".

This FIRST AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, is made as of January 1, 2002 (this "Amendment"), between SBC INTERNATIONAL MANAGEMENT SERVICES, INC., a corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, with Permanent Establishment in the United Mexican States under the Income Tax Law with address at Parque Via 190-12th floor, Colonia Cauhtémoc 06599 Mexico, D. F. (hereinafter "SBC-MSI") and TELEFONOS DE MEXICO, S.A. DE C.V., a corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "TELMEX").

WHEREAS, SBC-MSI and TELMEX entered into that certain Management Services Agreement dated January 2, 2001 (the "TELMEX MSA"); and

WHEREAS, SBC-MSI and TELMEX desire to amend the TELMEX MSA as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. The \$10 million compensation to be paid by Telmex to SBC-MSI for services rendered pursuant to Clause FOURTH of the TELMEX MSA shall be reduced in the second year of its term by US\$1,000,000. The Parties intend the preceding sentence to amend and modify Clause FOURTH of the TELMEX MSA, and to the extent the preceding sentence conflicts with clause FOURTH of the TELMEX MSA, the preceding sentence shall control.

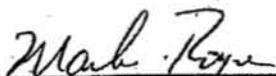
SECTION 2. This Amendment and the TELMEX MSA hereby are each confirmed as being in full force and effect.

SECTION 3. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

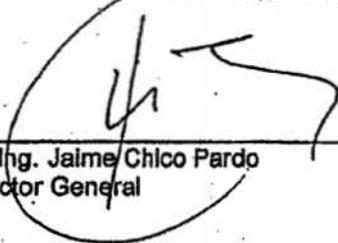
SECTION 4. For interpretation and fulfillment of this Amendment, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address.

This agreement is entered in Mexico City, Federal District on MARCH 1, 2002.

SBC INTERNATIONAL
MANAGEMENT SERVICES INC.


By: Mark Royse
President SBCI - Mexico

TELEFONOS DE MEXICO, S.A. DE CV.


By: Ing. Jaime Chico Pardo
Director General

Mr

REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.2 in response to Request
IV 5

**SECOND AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

Between

SBC INTERNATIONAL MANAGEMENT SERVICES, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, hereinafter "SBCI-MSI", with Permanent Establishment in Mexico. Establishment in the terms provided in the Income Tax Law with address at Parque Via 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D. F.

and

TELEFONOS DE MEXICO, S.A. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "TELMEX".



REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.2 in response to Request
IV 5

This SECOND AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, is made as of January 1, 2003 (this "Amendment"), between SBC INTERNATIONAL MANAGEMENT SERVICES, INC., a corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, with Permanent Establishment in the United Mexican States under the Income Tax Law with address at Parque Via 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D. F. (hereinafter "SBCI-MSI") and TELEFONOS DE MEXICO, S.A. DE C.V., a corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "TELMEX").

WHEREAS, SBCI-MSI and TELMEX entered into that certain Management Services Agreement dated January 2, 2001, as amended by that certain First Amendment to Management Services Agreement dated as of March 1, 2002 (as amended, the "MSA"); and

WHEREAS, SBCI-MSI and TELMEX desire to amend the MSA as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. In accordance with the terms of Clause FOURTH of the MSA, TELMEX shall pay SBCI-MSI NINE MILLION US DOLLARS (US\$9,000,000.00) plus value added tax for the third year of the initial term of the MSA in compensation for services rendered by SBCI-MSI thereunder. TELMEX shall make this Nine Million US Dollar (US\$9,000,000.00) payment to SBCI-MSI plus value added tax in a one-time payment on February 28, 2003 through wire transfer of immediately available funds payable in United States Dollars to a bank account designated by SBCI-MSI. Six months prior to the third anniversary of

the MSA the parties shall begin consultations and use best efforts to agree on compensation to be paid SBCI-MSI for the remaining term of the MSA.

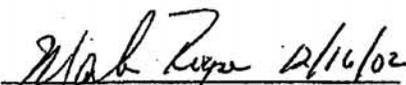
SECTION 2. This Amendment and the MSA hereby are each confirmed as being in full force and effect.

SECTION 3. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

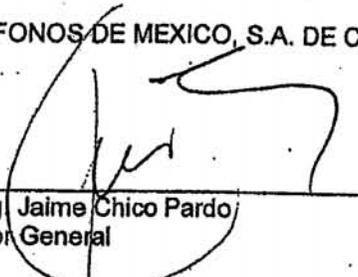
SECTION 4. For interpretation and fulfillment of this Amendment, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address.

This agreement is entered in Mexico City, Federal District on January 1st, 2003.

SBC INTERNATIONAL
MANAGEMENT SERVICES INC.


By: Mark Royse
President SBCI - Mexico

TELEFONOS DE MEXICO, S.A. DE CV.


By: Ing Jaime Chico Pardo
Director General

REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.2 in response to Request IV.5

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P.02/04

**THIRD AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

Between

SBC INTERNATIONAL MANAGEMENT SERVICES, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, hereinafter "SBCI-MSI", with Permanent Establishment in Mexico. Establishment in the terms provided in the Income Tax Law with address at Parque Vía 190-12th floor, Colonia Cuauhtémoc 06509 Mexico, D. F.

and

TELEFONOS DE MEXICO, S.A. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "TELMEX".

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This THIRD AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, is made as of Nov. 6, 2003 (this "Amendment"), between SBC INTERNATIONAL MANAGEMENT SERVICES, INC., a corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, with Permanent Establishment in the United Mexican States under the Income Tax Law with address at Parque V la 190-12th floor, Colonia Cauahémoc 06599 Mexico, D. F. (hereinafter "SBCI-MSI") and TELEFONOS DE MEXICO, S.A. DE C.V., a corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "TELMEX").

WHEREAS, SBCI-MSI and TELMEX entered into that certain Management Services Agreement dated January 2, 2001, as amended by that certain First Amendment to Management Services Agreement dated as of March 1, 2002 and that Second Amendment to Management Services Agreement dated as of January 1, 2003 (as amended, the "MSA"); and

WHEREAS, SBCI-MSI and TELMEX desire to amend the MSA as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. In accordance with the terms of Clause FOURTH of the MSA, TELMEX shall pay SBCI-MSI NINE MILLION US DOLLARS (US\$9,000,000.00) plus value added tax for the fourth year of the initial term of the MSA in compensation for services rendered by SBCI-MSI thereunder. TELMEX shall make this Nine Million US Dollar (US\$9,000,000.00) payment to SBCI-MSI plus value added tax in a one-time payment on February 28, 2004 through wire transfer of immediately available funds payable in United States

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ATTACHMENT IV.5.2 in response to Request IV.5

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Dollars to a bank account designated by SBCI-MSI. Six months prior to the fourth anniversary of the MSA the parties shall begin consultations and use best efforts to agree on compensation to be paid SBCI-MSI for the remaining term of the MSA.

SECTION 2. This Amendment and the MSA hereby are each confirmed as being in full force and effect.

SECTION 3. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

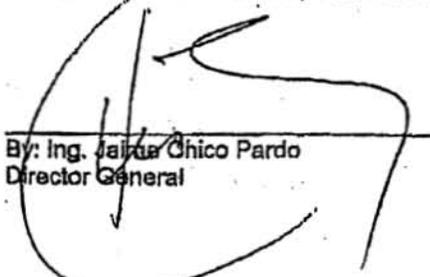
SECTION 4. For interpretation and fulfillment of this Amendment, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address.

This agreement is entered in Mexico City, Federal District on Nov. 6, 2003.

SBC INTERNATIONAL
MANAGEMENT SERVICES INC.


By: Rick Resnick
President SBCI - Mexico

TELEFONOS DE MEXICO, S.A. DE CV.


By: Ing. Jaime Chico Pardo
Director General

REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.2 in response to Request IV.5

**FOURTH AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

Between

SBC INTERNATIONAL MANAGEMENT SERVICES, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, hereinafter "SBCI-MSI", with Permanent Establishment in Mexico: Establishment in the terms provided in the Income Tax Law with address at Parque Vía 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D. F.

and

TELEFONOS DE MEXICO, S.A. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "TELMEX".

CP

This FOURTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, is made as of Apr 31, 2005 (this "Amendment"), between SBC INTERNATIONAL MANAGEMENT SERVICES, INC., a corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, with Permanent Establishment in the United Mexican States under the Income Tax Law with address at Parque Via 190-12th floor, Colonia Cauhahtémoc 06599 Mexico, D. F. (hereinafter "SBCI-MSI") and TELEFONOS DE MEXICO, S.A. DE C.V., a corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "TELMEX").

WHEREAS, SBCI-MSI and TELMEX entered into that certain Management Services Agreement dated January 2, 2001, as amended by that certain First Amendment to Management Services Agreement dated as of March 1, 2002, that Second Amendment to Management Services Agreement dated as of January 1, 2003, and that Third Amendment to Management Services Agreement dated as of November 6, 2003 (as amended, the "MSA"); and

WHEREAS, SBCI-MSI and TELMEX desire to amend the MSA as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. In accordance with the terms of Clause FOURTH of the MSA, TELMEX shall pay SBCI-MSI NINE MILLION US DOLLARS (US\$9,000,000.00) plus value added tax for the fifth year of the initial term of the MSA in compensation for services rendered by SBCI-MSI thereunder. TELMEX shall make this Nine Million US Dollar (US\$9,000,000.00) payment to SBCI-MSI plus value added tax in a one-time payment on February 28, 2005 through wire

transfer of immediately available funds payable in United States Dollars to a bank account designated by SBCI-MSI. Six months prior to the expiration of the MSA (which expiration is currently December 31, 2005 under Clause Six of the MSA) the parties shall begin consultations and use best efforts to agree on further services and the compensation to be paid SBCI-MSI for such services.

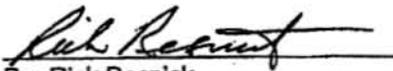
SECTION 2. This Amendment and the MSA hereby are each confirmed as being in full force and effect.

SECTION 3. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 4. For interpretation and fulfillment of this Amendment, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address.

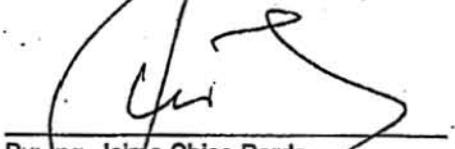
This agreement is entered in Mexico City, Federal District on the date first set forth above.

SBC INTERNATIONAL
MANAGEMENT SERVICES INC.



By: Rick Resnick
President SBCI - Mexico

TELEFONOS DE MEXICO, S.A. DE CV.



By: Ing. Jaime Chico Pardo
Director General

REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.2 in response to Request IV.5

**FIFTH AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

Between

SBC INTERNATIONAL MANAGEMENT SERVICES, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, hereinafter "SBCI-MSI", with Permanent Establishment in Mexico. Establishment in the terms provided in the Income Tax Law with address at Parque Via 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D. F.

and

TELEFONOS DE MEXICO, S.A. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "TELMEX".

This FIFTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT, is made to be effective as of December 31, 2005 (this "Amendment"), between SBC INTERNATIONAL MANAGEMENT SERVICES, INC., a corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, USA, with Permanent Establishment in the United Mexican States under the Income Tax Law with address at Parque Via 190-12th floor, Colonia Cuauhtémoc 06599 Mexico, D. F. (hereinafter "SBCI-MSI") and TELEFONOS DE MEXICO, S.A. DE C.V., a corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "TELMEX").

WHEREAS, SBCI-MSI and TELMEX entered into that certain Management Services Agreement dated January 2, 2001, as amended by that certain First Amendment to Management Services Agreement dated as of March 1, 2002, that Second Amendment to Management Services Agreement dated as of January 1, 2003, that Third Amendment to Management Services Agreement dated as of November 6, 2003 and that Fourth Amendment to Management Services Agreement dated as of January 31, 2005 (as amended, the "MSA"); and

WHEREAS, SBCI-MSI and TELMEX desire to extend the term of and amend the MSA as provided herein.

ATTACHMENT IV.5.2 in response to Request IV.5

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. The parties agree that the first sentence of clause Sixth of the MSA is hereby amended to read as follows: "This agreement shall be in effect during the period starting on January 1, 2001 and ending on December 31, 2006."

SECTION 2. In accordance with the terms of Clause FOURTH of the MSA, TELMEX shall pay SBCI-MSI NINE MILLION US DOLLARS (US\$9,000,000.00) plus value added tax for the sixth year of the initial term of the MSA (as such term has been extended by this Amendment) in compensation for services rendered by SBCI-MSI thereunder. TELMEX shall make this Nine Million US Dollar (US\$9,000,000.00) payment to SBCI-MSI plus value added tax in a one-time payment on February 28, 2006 through wire transfer of immediately available funds payable in United States Dollars to a bank account designated by SBCI-MSI. Six months prior to the sixth anniversary of the commencement of the initial term of the original MSA, the parties shall begin consultations and use best efforts to agree on compensation to be paid SBCI-MSI for the remaining term of the MSA.

SECTION 3. This Amendment and the MSA hereby are each confirmed as being in full force and effect.

SECTION 4. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 5. For interpretation and fulfillment of this Amendment, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address.

This agreement is entered in Mexico City, Federal District on January 4, 2006 to be effective as of December 31, 2005.

SBC INTERNATIONAL
MANAGEMENT SERVICES INC.

/s/ Rick Resnick
By: Rick Resnick
President SBCI - Mexico

TELEFONOS DE MEXICO,
S.A. DE CV.

/s/ Ing. Jaime Chico Pardo
By: Ing. Jaime Chico Pardo
Director General

ATTACHMENT IV.5.2 in response to Request
IV 5

**SIXTH AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

Between

AT&T MEXICO, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, U.S.A., hereinafter AT&T MEXICO, INC., with permanent establishment in Mexico. Establishment in the terms provided in the Income Tax Law with address at Parque Vía 190-12th floor, Colonia Cuauhtémoc, 06599 Mexico, D.F.

and

TELEFONOS DE MEXICO, S.A.B. DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "TELMEX."

This SIXTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT is made to be effective as of December 31, 2006 (this "Amendment"), between AT&T MEXICO, INC., a corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, U.S.A., with permanent establishment in the United Mexican States under the Income Tax Law with address at Parque Vía 190-12th floor, Colonia Cuauhtémoc, 06599 Mexico, D.F. (hereinafter "AT&T MEXICO, INC.") and TELEFONOS DE MEXICO, S.A.B. DE C.V., a corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "TELMEX").

WHEREAS, AT&T MEXICO, INC. and TELMEX entered into that certain Management Services Agreement dated January 2, 2001, as amended by that certain First Amendment to Management Services Agreement dated as of March 1, 2002, that Second Amendment to Management Services Agreement dated as of January 1, 2003, that Third Amendment to Management Services Agreement dated as of November 6, 2003, that Fourth Amendment to Management Services Agreement dated as of January 31, 2005 and that Fifth Amendment to Management Services Agreement dated as of January 4, 2006 (as amended, the "MSA"); and

WHEREAS, AT&T MEXICO, INC. and TELMEX desire to extend the term of and amend the MSA as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. The parties agree that the first sentence of clause Sixth of the MSA is hereby amended to read as follows: "This agreement shall be in effect during the period starting on January 1, 2007 and ending on December 31, 2007."

SECTION 2. In accordance with the terms of Clause FOURTH of the MSA, TELMEX shall pay AT&T MEXICO, INC. TWO MILLION FIVE HUNDRED THOUSAND U.S. DOLLARS (US\$2,500,000.00) plus value added tax for the seventh year of the initial term of the MSA (as such term has been extended by this Amendment) in compensation of services rendered by AT&T MEXICO, INC. thereunder. TELMEX shall

ATTACHMENT IV.5.2 in response to Request IV.5

make this Two Million Five Hundred Thousand U.S. Dollars (US\$2,500,000.00) payment to AT&T MEXICO, INC. plus value added tax in a one-time payment on February 28, 2007 through wire transfer of immediately available funds payable in United States Dollars to a bank account designated by AT&T MEXICO, INC. Six months prior to the seventh anniversary of the commencement of the initial term of the original MSA, the parties shall begin consultations and use best efforts to agree on compensation to be paid to AT&T MEXICO, INC. for the remaining term of the MSA.

SECTION 3. This Amendment and the MSA hereby are each confirmed as being in full force and effect.

SECTION 4. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 5. For interpretation and fulfillment of this Amendment, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address.

This agreement is entered in Mexico City, Federal District on February 7th, 2007, to be effective as of December 31, 2006.

AT&T MEXICO, INC.

TELEFONOS DE MEXICO, S.A.B. DE C.V.

/s/ Eric Boyer

/s/ Héctor Slim Seade

By: Eric Boyer
President AT&T MEXICO, INC.

By: Héctor Slim Seade
Chief Executive Officer

REDACTED - FOR PUBLIC INSPECTION

ATTACHMENT IV.5.2 in response to Request IV.5

**SEVENTH AMENDMENT TO
MANAGEMENT SERVICES AGREEMENT**

Between

AT&T MEXICO, INC.

A corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, U.S.A., hereinafter AT&T MEXICO, INC., with permanent establishment in Mexico. Establishment in the terms provided in the Income Tax Law with address at Parque Vía 190-12th floor, Colonia Cuauhtémoc, 06599 Mexico, D.F.

and

TELEFONOS DE MEXICO, S.A.B DE C.V.

A corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F., hereinafter "TELMEX."

This SEVENTH AMENDMENT TO MANAGEMENT SERVICES AGREEMENT is made to be effective as of December 12, 2007 (this "Amendment"), between AT&T MEXICO, INC., a corporation duly organized under the laws of the State of Delaware, United States of America, with headquarters in Wilmington, Delaware, U.S.A., with permanent establishment in the United Mexican States under the Income Tax Law with address at Parque Via 190-12^a floor, Colonia Cuauhtémoc, 06599 Mexico, D.F. (hereinafter "AT&T MEXICO, INC.") and TELEFONOS DE MEXICO, S.A.B DE C.V., a corporation duly organized under the laws of the United Mexican States, with its principal place of business in Mexico City, D.F. (hereinafter "TELMEX").

WHEREAS, AT&T MEXICO, INC. and TELMEX entered into that certain Management Services Agreement dated January 2, 2001, as amended by that certain First Amendment to Management Services Agreement dated as of March 1, 2002, that Second Amendment to Management Services Agreement dated as of January 1, 2003, that Third Amendment to Management Services Agreement dated as of November 6, 2003, that Fourth Amendment to Management Services Agreement dated as of January 31, 2005, that Fifth Amendment to Management Services Agreement dated as of January 4, 2006 and that Sixth Amendment to Management Services Agreement dated as of December 31, 2006 (as amended, the "MSA"); and

WHEREAS, AT&T MEXICO, INC. and TELMEX desire to extend the term of and amend the MSA as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, the parties hereto hereby agree as follows:

SECTION 1. The parties agree that the first sentence of clause Sixth of the MSA is hereby amended to read as follows: "This agreement shall be in effect during the period starting on January 1, 2008 and ending on December 31, 2008."

ATTACHMENT IV.5.2 in response to Request IV.5

SECTION 2. In accordance with the terms of Clause FOURTH of the MSA, TELMEX shall pay AT&T MEXICO, INC. TWO MILLION FIVE HUNDRED THOUSAND U.S. DOLLARS (US\$2,500,000.00) plus value added tax for the eighth year of the initial term of the MSA (as such term has been extended by this Amendment) in compensation of services rendered by AT&T MEXICO, INC. thereunder. TELMEX shall make this Two Million Five Hundred Thousand U.S. Dollars (US\$2,500,000.00) payment to AT&T MEXICO, INC. plus value added tax in a one-time payment no later than February 28, 2008 through wire transfer of immediately available funds payable in United States Dollars to a bank account designated by AT&T MEXICO, INC. Six months prior to the eighth anniversary of the commencement of the initial term of the original MSA, the parties shall begin consultations and use best efforts to agree on compensation to be paid to AT&T MEXICO, INC. for the remaining term of the MSA.

SECTION 3. This Amendment and the MSA hereby are each confirmed as being in full force and effect.

SECTION 4. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

SECTION 5. For interpretation and fulfillment of this Amendment, the parties expressly agree to submit to the laws of the territory and courts of Mexico City, D.F., waiving the application of any other law or jurisdiction of any court that might have jurisdiction over them by reason of their current or future address.

ATTACHMENT IV.5.2 in response to Request IV.5

This agreement is entered in Mexico City, Federal District on December 12, 2007, to be effective as of December 31, 2007.

AT&T MEXICO, INC.

TELEFONOS DE MEXICO, S.A.B. DE C.V.

/s/ Eric Boyer

/s/ Héctor Slim Seade

By: Eric Boyer

By: Héctor Slim Seade

President AT&T MEXICO, INC.

Chief Executive Officer

Attachment IV.7.1

In Response to Request IV.7

This entire attachment consisting of pages IV.7.1-2 through IV.7.1-3 has been redacted.

Attachment IV.7.2

In Response to Request IV.7

This entire attachment consisting of pages IV.7.2-2 through IV.7.2-27 has been redacted.

Attachment IV.7.3
In Response to Request IV.7

**Project Independence – Key Messages and Q&A
FINAL - November 7, 2008**

Key Messages

- This deal enhances AT&T's assets in two key areas – mobility and enterprise.
- Mobility is a key investment area for AT&T and our biggest growth driver, with revenues growing at a midteens pace for the past several quarters.
 - Our wireless capabilities differentiate AT&T from its competitors with both consumers and businesses, and Centennial expands our wireless network coverage in three areas – the southeast, Midwest and Puerto Rico/U.S. Virgin Islands.
 - With this transaction, we are demonstrating our commitment to rural coverage by enhancing our on-network coverage, particularly in key rural areas in the Midwest and the Southeast.
 - Centennial's 1.1 million wireless subscribers will provide AT&T opportunities for growth because they:
 - Are primarily high-value postpaid customers who may choose higher-priced voice and data plans with AT&T
 - Provide an opportunity to cross-sell additional services to customers in our wired footprint.
 - Expand our wireless footprint, making AT&T even more attractive to business customers who demand an integrated provider.
 - Centennial's customers will have access to the wireless network with the best global coverage, to innovative new products like the iPhone and the BlackBerry Bold and to AT&T's portfolio of advanced applications and services. Centennial customers who choose select smartphones and LaptopConnect cards will also enjoy free access to the nation's largest Wi-Fi network.
 - This transaction will also expand AT&T's wireless network, allowing customers to make more on-net and more mobile-to-mobile calls.
- Centennial's wireline assets in Puerto Rico will provide AT&T with a network presence there.
 - As a result, we will be able to better serve the company's existing enterprise customers with operations in Puerto Rico and to compete for additional business with the wide range of businesses with a presence there, including approximately one-third of the *Fortune* 500.
- Given our strategic focus on wireless and enterprise, this deal makes financial sense for AT&T and will create value for our shareowners, with synergies expected in areas including corporate overhead, advertising, customer care and network operations.

**Project Independence – Key Messages and Q&A
FINAL - November 7, 2008**

Merger Overview

Q: What are the benefits to AT&T of this acquisition?

A: Mobility is a key investment area for AT&T and our biggest growth driver, with revenues growing at a midteens pace for the past several quarters. Our wireless capabilities differentiate AT&T from its competitors with both consumers and businesses, and Centennial expands our wireless network coverage in three areas – the southeast, Midwest and Puerto Rico/U.S. Virgin Islands. With this transaction, we are demonstrating our commitment to rural coverage by enhancing our on-network coverage in key rural areas, particularly in the Midwest and the Southeast.

Centennial's 1.1 million wireless subscribers will provide AT&T opportunities for growth because they:

- o Are primarily high-value postpaid customers who may choose higher-priced voice and data plans with AT&T
- o Provide an opportunity to cross-sell additional services to customers in our wired footprint.
- o Expand our wireless footprint, making AT&T even more attractive to business customers who demand an integrated provider.

Centennial's customers will have access to the wireless network with the best global coverage, to innovative new products like the iPhone and the Blackberry Bold and to AT&T's portfolio of advanced applications and services. Centennial's customers who choose select smartphones and LaptopConnect cards will also enjoy free access to the nation's largest Wi-Fi network. This transaction will also expand AT&T's wireless network, allowing customers to make more on-net and more mobile-to-mobile calls.

Centennial also provides switched voice and high-capacity data and IP solutions for enterprise customers in Puerto Rico, and as a result of this deal, AT&T will have an enhanced network presence in Puerto Rico. This will enable AT&T to better serve its existing customers with operations in Puerto Rico as well as to better compete for additional business from the wide range of businesses with a presence there, including approximately one-third of the *Fortune* 500.

Given our strategic focus on wireless and enterprise, this deal makes financial sense for AT&T and will create value for our shareowners, with synergies expected in areas including corporate overhead, advertising, customer care and network operations.

Q: What will happen to the Centennial brand?

A: Centennial will be rebranded as AT&T.

Q: In what markets does Centennial provide wireless service?

A: Centennial serves a number of areas in the Midwest and southeast as well as in Puerto Rico. Those areas are:

**Project Independence – Key Messages and Q&A
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- o Michigan: Kalamazoo, Cass, Newaygo, Battle Creek, Benton Harbor, Jackson, Roscommon, Allegan, Grand Rapids, Lansing, Muskegon, Saginaw-Bay City
- o Indiana: Miami, Kosciusko, Huntington, Kokomo, Muncie, Anderson, Lafayette
- o Ohio: Williams, Lima, Findlay-Tiffin
- o Louisiana: Beauregard, Lafayette, West Feliciana, Alexandria, Iberville, DeSoto, Bastrop, Caldwell, Lake Charles
- o Texas: Beaumont-Port Arthur
- o Mississippi: Claiborne, Copiah

See table in Appendix on page 17.

Q: What is the breakdown of Centennial's wireless customers?

A: As of August 31, 2008, Centennial has approximately 660k wireless subscribers in the U.S. mainland and approximately 430k wireless subscribers in Puerto Rico and the U.S. Virgin Islands.

For background: The vast majority of these Puerto Rico/U.S. Virgin Islands subscribers are in Puerto Rico. Only about 5,400 of them are in the U.S. Virgin Islands.

Q: Will Centennial's management team continue to run the acquired assets? If not, what kind of severance packages will they receive?

A: We will not make any decision about management at this time.

If pressed: We expect this transaction to close by the end of 2Q09 and will make decisions regarding management then. We're not going to speculate at this time.

Q: How big is the footprint of the combined company?

A: AT&T ended 3Q08 with wireless licenses covering a total population of 304 million, and Centennial had wireless licenses covering a population of 13.0 million as of May 31, 2008 (see table in Appendix on page 16) – approximately 9.0 million in the U.S. mainland and 4.0 million in Puerto Rico and the U.S. Virgin Islands. However, there is some overlap between our footprints.

Q: What is the overlap between the footprints?

A: There is some overlap between our footprints, particularly in the southeast and Puerto Rico, however, even where overlap exists, there is robust wireless competition. This transaction will deepen and expand the scope of our network, especially in the Midwest and parts of the southeast. In the Midwest, in particular, Centennial's wireless network primarily covers rural areas, and offers complementary coverage to AT&T's network, which will enable our and Centennial's customers to make more on-net calls.

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For example, a Centennial subscriber in Kalamazoo, MI who travels for business to both Chicago and Detroit would benefit from expanded network coverage, including access to AT&T's 3G network when working in Chicago or Detroit, the fastest in the nation.

Q: Do you think AT&T will be required to divest assets where there is overlap?

A: This is for regulators to decide. However, while there is some overlap between our footprints, particularly in the southeast and Puerto Rico, even where overlap exists, there is robust wireless competition.

Q: When do you expect this deal to close?

A: We will work to obtain the necessary approvals and close the deal by the end of 2Q09.

Q: Do you plan to expand 3G service to Centennial's markets?

A: We are always evaluating opportunities to further enhance the experience of our customers and will make a decision about this at a later date. AT&T has the nation's fastest 3G network. At the end of the third-quarter, AT&T's 3G network covered more than 320 cities, and we expect that to expand to nearly 350 by the end of 2008.

Q: Centennial has a significant presence in Puerto Rico. Why is Puerto Rico attractive to AT&T?

A: This acquisition is not specifically about Centennial's assets in Puerto Rico – as we do with all acquisitions, we look at the strategic value of the whole company, not of any one piece of it.

We are always looking to enhance coverage for our wireless subscribers, and Centennial provides real value in that regard, particularly by offering complementary coverage in the Midwest.

In addition, Centennial has deep wireline network assets in Puerto Rico, an area in which many of AT&T's enterprise customers have a presence. The addition of Puerto Rico to our network will allow AT&T to better serve its customers with operations there and to more effectively pursue new business opportunities with businesses in Puerto Rico, including the one-third of the *Fortune* 500 who operate there.

Q: But Centennial's wireless network in Puerto Rico is CDMA, and AT&T's network is GSM. Why are you interested in this network?

A: : This acquisition is not specifically about Centennial's assets in Puerto Rico – as we do with all acquisitions, we look at the strategic value of the whole company, not of any one piece of it. We are always looking to enhance coverage for our wireless subscribers,

**Project Independence – Key Messages and Q&A
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and Centennial provides real value in that regard, particularly with its complementary coverage in the Midwest and portions of the Southeast.

Q: What are your plans for Centennial's CDMA network in Puerto Rico?

A: We are currently focused on closing the transaction and will make a decision regarding our plans for the CDMA network at a later date.

Q: Since you have to transition all of Centennial's Puerto Rico subscribers to your GSM network, won't this negatively impact any synergies you're expecting from this deal? How long will it take to transition all of these subs to GSM?

A: We are currently focused on closing the transaction and will make a decision regarding our plans for the CDMA network at a later date. However, I can tell you that we expect this transaction to deliver synergies in areas including corporate overhead, advertising, customer care and network operations.

Q: Centennial has a landline presence in Puerto Rico. Is that one of the reasons you're acquiring them, to increase your access line numbers, which have been declining dramatically for the past few years?

A: As we do with all acquisitions, we look at the strategic value of the whole company, not of any one piece of it. Centennial primarily serves business customers in Puerto Rico, and the access lines you mention are primarily access line equivalents – mostly dedicated data circuits.

Puerto Rico is an area in which many of AT&T's enterprise customers have a presence. The addition of Puerto Rico to our network will allow AT&T to better serve its customers with operations there and to more effectively pursue new business opportunities with businesses in Puerto Rico, including the one-third of the *Fortune* 500 who operate there.

Q: Will you divest Centennial's access lines in Puerto Rico?

A: Puerto Rico is an area in which many of AT&T's enterprise customers have a presence. The addition of Puerto Rico to our network will allow AT&T to better serve its customers with operations there and to more effectively pursue new business opportunities with businesses in Puerto Rico, including the one-third of the *Fortune* 500 who operate there. That said, we continuously evaluate our business to ensure that our strategy is aligned with the best interests of the company and our shareowners.

Q: What about Centennial's undersea cable from Puerto Rico to Miami? Isn't that redundant with your existing network; what do you plan to do with this?

A: Puerto Rico is an area in which we would benefit from additional network capacity. However, once the deal closes we will undertake a comprehensive review of

**Project Independence – Key Messages and Q&A
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Centennial's network assets and assess the network needs of their and our businesses. We will make a decision once we have a better grasp of resources and network demand.

Q: Centennial also has unused 2.5 GHz spectrum in Puerto Rico. What are your plans for this spectrum?

A: We are currently focused on closing the transaction and will make a decision regarding our plans for Centennial's 2.5 GHz spectrum at a later date. However, I can tell you that we are always evaluating ways to more efficiently employ our spectrum holdings.

Q: How will the period prior to deal close be handled? Will AT&T and Centennial work closely together to plan the integration, or will it be arm's length?

A: We are legally required to keep the two businesses completely separate until approvals are complete and the deal has closed. We are familiar with Centennial's business since we currently have a roaming relationship, and that will help us move quickly once the transaction has closed. And from a management and planning perspective, we will do a lot of internal homework and planning to make sure we're able to hit the ground running as soon as the deal closes. We want to move as quickly as possible to combine the businesses while continuing to provide outstanding service to AT&T's and Centennial's customers.

Q: Who were each party's advisors – investment bankers, law firms?

A: AT&T had outside legal counsel from Sullivan & Cromwell. Centennial was represented by Barclay's and Evercore with outside legal counsel from Skadden Arps.

Q: What happens if there is a hostile bid for Centennial prior to the closing? Is there a 'poison pill' clause in the merger agreement to prevent this?

A: The breakup fee for this transaction is customary for a deal of this size.

**Project Independence – Key Messages and Q&A
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Merger Financials

Q: What is the total enterprise value?

A: The total value is \$2.8 billion, including approximately \$1.9 billion net debt and \$944 million equity.

Q: How will you pay for this transaction?

A: We will pay cash.

Q: How much of a premium are you paying? Why are you paying such a high premium?

A: The price we are paying represents a premium of 121 percent over Centennial's closing price of \$3.84 on 11/7/08.

However, like many stocks, the current market conditions have pressured Centennial's share price in recent months; in fact, Centennial is currently trading significantly below its 52-week high of \$10.24. And calculated based on Centennial's 60-day average price of \$4.84, the premium we are paying drops to 76 percent (also update).

We believe the intrinsic value of the assets still hold and that we are paying a fair price.

In addition, we expect to realize significant synergies in areas including corporate overhead, advertising, customer care and network operations.

Q: The acquisition of Centennial is not a surprise, but the price of 7.3 times 2008 EBITDA seems steep compared to the post synergy 6.2X EBITDA multiple Verizon paid for Alltel. Are the expected cost synergies significant enough to justify this price tag?

A: Centennial is a strategic fit for AT&T and offers significant opportunity for synergies. The geographic fit and quality of Centennial's 850 and 1900 MHz spectrum adjacent to AT&T's markets is excellent and enhances value for AT&T's shareholders and both companies' customers.

The price to standalone 2008 EBITDA multiple does not account for the EBITDA synergy opportunities that we will have post merger. Because of the small size of the transaction, we are not providing details on the expected synergies, but we do expect to realize significant synergies in areas including corporate overhead, advertising, customer care and network operations.

When adjusted for these synergies, the multiple is lower, and we believe we are paying a fair price for the assets we will acquire.

**Project Independence – Key Messages and Q&A
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Q: What is the NPV of this transaction?

A: We expect to realize synergies from this transaction in areas including corporate overhead, advertising, customer care and network operations. However, because this is a small transaction, we are not going to provide that level of detail on the related synergies.

Q: You're paying around \$225 per POP for this transaction. Isn't that a lot?

A: We view per POP multiples as an outdated method of evaluating acquisitions; the EBITDA multiple is a much more relevant measure of the price we're paying. We believe this transaction enhances value for our shareowners. Centennial is a strategic fit for AT&T and offers significant opportunities for synergies in areas including corporate overhead, advertising, customer care and network operations.

If you are going to use a per POP measure, since we are acquiring Centennial's wired assets, you should subtract the value of this business before calculating the price per POP, which would bring that number down below the \$225 you cited. And I would note that the price per POP for this deal is low compared to other recent deals. For example, the price per POP for the Verizon-Alltel deal was around \$350.

If pressed: We are not disclosing the values of the different pieces of Centennial's business. I can only tell you that by subtracting the value of the wired portion of Centennial's business, the price per POP would decline.

For Background: This is significantly less than we paid for Dobson on a per POP basis (~\$400).

Q: Centennial's net debt is very high and much of it is at unfavorable terms. Given the high cost of financing, does this make sense? What are your plans for Centennial's debt?

A: This transaction is expected to create long-term value for shareowners, with expected synergies in areas including corporate overhead, advertising, customer care and network operations. In addition, AT&T has a very strong balance sheet with expectations of solid adjusted earnings and cash flow.

With regard to our plans for Centennial's debt obligations, we will make a decision at a later date.

Q: Will this transaction impact your credit ratings?

A: AT&T has a very strong balance sheet with expectations of solid adjusted earnings and cash flow.

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The additional debt from this transaction will only have a small impact on our debt-to-EBITDA ratio, and we are comfortable that this additional debt will neither impact our credit ratings nor affect our access to the capital markets.

Q: What are the anticipated integration costs of this acquisition, particularly considering that a significant portion of Centennial's network is CDMA vs. AT&T's GSM network?

A: As you would expect, there will be incremental costs resulting from the integration of the companies. These costs include rebranding and expense related to elimination of redundant functions. We also have opportunities for synergies in areas including corporate overhead, advertising, customer care and network operations.

Q: What are the EPS and cash flow impacts of this transaction? Will you adjust for the intangible amortization and integration costs like you have done with prior deals?

A: Expected impacts to AT&T's EPS and cash flow are minimal. Once the deal closes, we will evaluate the effects and make a decision regarding whether we will report an adjusted EPS for intangible amortization and cash integration costs.

Q: Will AT&T guarantee Centennial's debt?

A: We will make decisions on Centennial's debt obligations at a later date.

**Project Independence – Key Messages and Q&A
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Deal Terms

Q: Are any stockholder approvals required?

A: AT&T stockholders do not need to vote on this deal. Centennial stockholders will be required to vote.

Q: Has AT&T's Board of Directors approved the transaction?

A: Yes.

Q: When will the acquisition be finalized?

A: The acquisition is subject to the approvals of federal regulatory authorities. AT&T expects a straightforward and prompt regulatory review process and will work to obtain approvals by the end of the second quarter of 2009.

Q: What are the termination provisions in the transaction agreement?

A: The termination provisions are reasonable and customary for a deal of this size.

Q: Are there any break-up fees in the agreement?

A: The termination provisions are reasonable and customary for a deal of this size.

Q: What are the conditions to close?

A: They are the customary conditions, such as regulatory approvals, and no breach of representations, warranties and covenants.

Q: What are the risks associated with this combination?

A: There is little associated risk. We are acquiring a well-run business, and we expect the integration process to proceed smoothly once we obtain the necessary approvals.

Q: Until the merger has been finalized, what interim obligations does the company have?

A: Centennial must operate its business as usual and consistent with past practices; there are interim covenants designed to ensure that the company continues to perform at the same level.

**Project Independence – Key Messages and Q&A
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Merger Background

Q: Who initiated this deal – AT&T or Centennial?

A: AT&T and Centennial have had a roaming relationship for many years, and during that time, we have periodically evaluated our options to enhance value for our customers and shareowners.

Q: How long have you been working on this deal? When did talks start in earnest?

A: AT&T and Centennial have had a roaming relationship for many years, and during that time, we have periodically evaluated our options to enhance value for our customers and shareowners.

Q: Are you looking for additional acquisitions in wireless?

A: I can tell you that we regularly evaluate ways to enhance our wireless business, which is a key growth area for AT&T, but I can't speculate beyond that.

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Regulatory Requirements

Q: What regulatory approvals are required?

A: The FCC must approve the spectrum transfer, and the DOJ must conduct a Hart-Scott-Rodino antitrust review.

Q: How long will that take?

A: We expect to obtain approvals by the end of the second quarter of 2009.

Q: Are there any state approvals required?

A: We are working to identify what approvals are required and will work to get timely approvals, with a goal of closing the transaction by the end of the second quarter of 2009.

Q: Do you expect to be required to divest overlapping properties?

A: This is for regulators to decide. However, while there is some overlap between our footprints, particularly in the southeast and Puerto Rico, even where overlap exists, there is robust wireless competition.

Q: What do you see as the 'worst-case' scenarios regarding potential divestitures?

A: We don't see any value in speculating on hypothetical scenarios.

Q: Previous AT&T acquisitions came with significant strings attached by regulators. Do you think there will be similar conditions imposed on this deal?

A: This is for regulators to decide. However, while there is some overlap between our footprints, particularly in the southeast and Puerto Rico, even where overlap exists, there is robust wireless competition. Beyond that, I can't speculate on the actions of regulators.

Q: If the acquisition is not approved, what happens then? Will you go after another player?

A: We believe the benefits of this combination are clear, and we're optimistic that regulators will agree. Centennial's customers will benefit from joining the leading wireless provider in the U.S. and will access to innovative new products like the iPhone and the Blackberry Bold and to AT&T's portfolio of advanced applications and services.

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We are focused on this transaction. Beyond that, I can't speculate on rumors of other transactions.

Q: Hasn't there been enough consolidation in the wireless industry? It seems like, with the acquisition of Alltel by Verizon, there is not a lot of competition.

A: There is significant competition in the wireless industry. In addition to the national players, there are regional and emerging players.

And this transaction will produce big benefits for Centennial's customers who will have access to the wireless network with the best global coverage and to innovative new products like the iPhone and the Blackberry Bold and to AT&T's portfolio of advanced applications and services. Centennial customers who choose select smartphones and LaptopConnect cards will also enjoy free access to the nation's largest Wi-Fi network.

**Project Independence – Key Messages and Q&A
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Merger Integration Issues

Q: How long do you expect integration to take once the deal is approved and closed? When will the merger truly be complete?

A: We are committed to providing a smooth, well-executed integration to our customers. With our companies' previous relationship as roaming partners and AT&T's proven integration expertise, we believe we will be able to move quickly once the transaction closes.

Q: From a technology standpoint, what will be involved in combining and converging the two companies to a uniform set of standards? How much will this cost?

A: In areas where AT&T and Centennial both use GSM network technology, the consolidation from a technology standpoint should be fairly easy. We will make a decision at a later stage regarding our plans for the CDMA network.

AT&T will incur some merger integration costs and intangible amortization costs as a result of this transaction, but we also expect to realize synergies in areas including corporate overhead, advertising, customer care and network operations.

**Project Independence – Key Messages and Q&A
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Customer Issues

Q: Will your customer rates be affected by this acquisition?

A: It's too early to speculate, but we don't anticipate any rate changes.

Q: If I'm a Centennial customer, how will this affect my contract with Centennial?

A: We will honor Centennial's existing contracts. Over time, we expect to transition Centennial's customers to AT&T contracts, but in the short-term Centennial customers will be able to remain on their existing contracts. As they transition to AT&T contracts, Centennial customers will benefit from access to the nation's premier lineup of cutting-edge wireless devices and to a mobile-to-mobile calling network of nearly 75 million subscribers.

Q: What changes will customers see after the merger is complete?

A: We will work quickly to ensure a smooth transition for Centennial's customers. AT&T's expertise in integrating acquisitions will support these efforts. Centennial's customers will also benefit from AT&T's commitment to delivering a world-class customer experience.

Centennial's customers will have access to the wireless network with the best global coverage and to innovative new products like the iPhone and the Blackberry Bold and to AT&T's portfolio of advanced applications and services. Centennial customers who choose select smartphones and LaptopConnect cards will also have free access to the nation's largest Wi-Fi network.

AT&T customers will be able to make on-net calls in Centennial's existing service territory, but otherwise will not notice any changes.

**Project Independence – Key Messages and Q&A
FINAL - November 7, 2008**

Employee/Labor Issues

Q: Will there be layoffs and office/store closures? How many?

A: While there may be some overlap in certain corporate level jobs, we will work very hard to find a home at AT&T for as many Centennial employees as possible.

Q: What are the main areas of synergy? What staff functions are the most likely to be consolidated?

A: The primary areas of synergy include corporate overhead, advertising, customer care and network operations. While there may be some overlap in certain corporate level jobs, we will work very hard to find a home at AT&T for as many Centennial employees as possible.

Q: If there are layoffs, what provisions will be made for AT&T/Centennial employees?

A: It's premature to address issues like that. Besides, as I've said while there may be some overlap in certain corporate level jobs, we will work very hard to find a home at AT&T for as many Centennial employees as possible.

Q: Are both Centennial employees and AT&T employees covered by collective bargaining agreements?

A: AT&T's non-management employees are represented by the CWA. Centennial's employees are not covered by collective bargaining agreements.

Q: What effect will this have on existing agreements AT&T has with its unions?

A: This will have no direct impact on our existing union agreements.

Q: Will Centennial employees be required to join the CWA?

A: We have a great relationship with the CWA that will continue once we close this acquisition. AT&T is neutral when it comes to whether our employees are represented by the union. We neither hinder nor assist the union in its organizing efforts. AT&T will follow and abide by the legal requirements in this area.

**Project Independence – Key Messages and Q&A
FINAL - November 7, 2008**

APPENDIX

As of May 31, 2008, we had 1,092,600 wireless subscribers in the markets listed below.

<u>Markets</u>	<u>Ownership</u>	<u>Pops</u>	<u>Net Pops</u>	<u>Spectrum (MHz)</u>	<u>Band (MHz)</u>
U.S. Wireless Telephone Systems					
<i>Midwest Cluster</i>					
Kalamazoo, MI*	100.0%	321,500	321,500	25	850
Cass, MI	100.0%	308,100	308,100	25	850
Newaygo, MI	100.0%	262,500	262,500	25	850
Battle Creek, MI*	100.0%	197,100	197,100	25	850
Benton Harbor, MI*	100.0%	162,200	162,200	25	850
Jackson, MI*	100.0%	162,500	162,500	25	850
Roscommon, MI	100.0%	150,700	150,700	25	850
Allegan, MI	100.0%	111,600	111,600	25	850
Grand Rapids, MI	100.0%	846,000	846,000	10	1900
				20	1700-2100
Lansing, MI	100.0%	521,200	521,200	10	1900
				20	1700-2100
Muskegan, MI	100.0%	230,100	230,100	10	1900
Saginaw-Bay City, MI	100.0%	404,000	404,000	10	1900
<u>Markets</u>	<u>Ownership</u>	<u>Pops</u>	<u>Net Pops</u>	<u>Spectrum (MHz)</u>	<u>Band (MHz)</u>
Miami, IN	100.0%	186,500	186,500	25	850
Kosciusko, IN	100.0%	192,100	192,100	25	850
Huntington, IN	100.0%	145,300	145,300	25	850
Kokomo, IN*	100.0%	101,400	101,400	25	850
Muncie, IN	100.0%	117,700	117,700	10	1900
Anderson, IN	100.0%	131,500	131,500	10	1900
Lafayette, IN(1)	100.0%	280,800	280,800	10	1900
Williams, OH	100.0%	127,200	127,200	25	850
Lima, OH	100.0%	249,300	249,300	20	1900
Findlay-Tiffin, OH	100.0%	153,400	153,400	30	1900
Midwest Cluster Subtotal		<u>6,778,500</u>	<u>6,763,400</u>		
<i>Southeast Cluster</i>					
Beauregard, LA	100.0%	401,300	401,300	25	850
Lafayette, LA*	95.0%	246,100	233,800	25	850
West Feliciana, LA	100.0%	194,700	194,700	25	850
Alexandria, LA*	100.0%	146,400	146,400	25	850
Iberville, LA	100.0%	159,100	159,100	25	850
DeSoto, LA	100.0%	112,700	112,700	25	850
Bastrop, LA	100.0%	80,800	80,800	25	850
Caldwell, LA	100.0%	72,200	72,200	25	850
Luke Charles, LA*	100.0%	183,900	183,900	25	850
Beaumont-Port Arthur, TX*	100.0%	384,700	384,700	25	850
Claborne, MS	100.0%	158,900	158,900	25	850
Copiah, MS	100.0%	123,600	123,600	25	850
Southeast Cluster Subtotal		<u>2,264,400</u>	<u>2,252,100</u>		
Total U.S. Wireless Telephone Systems		<u>9,042,900</u>	<u>9,015,500</u>		
Puerto Rico Wireless Telephone Systems					
Puerto Rico Wireless Telephone System (including the U.S. Virgin Islands)	100.0%	<u>4,003,500</u>	<u>4,003,500</u>	30	1900
Total U.S. Wireless Telephone Systems and Puerto Rico Wireless Telephone Systems		<u>13,046,400</u>	<u>13,019,000</u>		

(1) Approximately 75,000 of the Pops in the Lafayette, Indiana market overlap other Pops owned by us.

Attachment IV.7.4

In Response to Request IV.7

This entire attachment consisting of pages IV.7.4-2 through IV.7.4-8 has been redacted.

Attachment IV.7.5
In Response to Request IV.7

This entire attachment consisting of pages IV.7.5-2 through IV.7.5-54 has been redacted.

Attachment IV.7.6

In Response to Request IV.7

This entire attachment consisting of pages IV.7.6-2 through IV.7.6-8 has been redacted.

Attachment IV.7.7

In Response to Request IV.7

This entire attachment consisting of pages IV.7.7-2 through IV.7.7-66 has been redacted.

Attachment IV.7.8

In Response to Request IV.7

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