



April 21, 2003

Michael Van Weelden  
Pacific Bell Wireless Northwest, LLC d/b/a Cingular Wireless  
5565 Glenridge Connector, Suite 1520  
Atlanta, GA 30342

Dear Mr. Van Weelden:

We have received your request that, under Section 252(i) of the Telecommunications Act of 1996, Pacific Bell Wireless Northwest, LLC d/b/a Cingular Wireless ("Cingular"), a Wireless Service Provider, wishes to "Pick and Choose" in its entirety, the terms of the Interconnection Agreement and any associated amendments, if applicable, ("Agreement") between VoiceStream Wireless Corporation and Qwest Corporation fka U S WEST Communications, Inc. ("Qwest") that was approved by the Commission on February 15, 2002 as an effective agreement in the State of Washington. Pacific Bell Wireless Northwest, LLC d/b/a Cingular Wireless is a limited liability company in the state of Delaware. We understand you have a copy of the wireless agreement.

With respect to the aforementioned Agreement, Qwest and Cingular (" the Parties") understand and agree:

1. The Parties shall request the Commission to expedite its review and approval of this Agreement. This Agreement shall become effective upon such approval.
2. Notwithstanding the mutual commitments set forth herein, the Qwest is entering into this Agreement without prejudice to any positions it has taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters, including those relating to the types of arrangements contained in this Agreement. During the proceeding in which the Commission is to review and approve the Agreement, Qwest may point out that it has objected, and continues to object, to the inclusion of the terms and conditions to which it objected in the proceedings involving the approval of the Underlying Agreement.
3. Cingular adopts the terms and conditions of the VoiceStream Wireless Corporation Agreement for interconnection with Qwest and in applying the terms and conditions, agrees that Cingular be substituted in place of "VoiceStream Wireless Corporation" throughout the Agreement wherever the latter appears.
4. Qwest requests that notice to Qwest Corporation as may be required under the Agreement shall be provided as follows:

To: Qwest Corporation  
Director Interconnection Compliance  
1801 California Street, Room 2420  
Denver, CO 80202

With copy to:  
Qwest Corporation Law Department  
Attention: General Counsel, Interconnection  
1801 California Street, 49th Floor  
Denver, CO 80202

Cingular requests that notice to Cingular as may be required under the Agreement shall be provided as follows:

To:  
Cingular Wireless  
Attn: Interconnection Manager  
5565 Glenridge Connector  
Suite 1520  
Atlanta, GA 30342

With copy to:  
Cingular Wireless  
Attn: Legal - Interconnection  
5565 Glenridge Connector  
Suite 1700  
Atlanta, GA 30342

Cingular represents and warrants that it is licensed by the Federal Communications Commission (FCC) as a Commercial Mobile Radio Service (CMRS) provider and that this Agreement will cover services in that state of Washington only.

Please sign all three original copies of this letter, and overnight them by July 21, 2003 to:

Qwest Corporation  
Manager of Interconnection  
1801 California St, Suite 2410  
Denver, CO 80202  
Phone: 303-965-3029

After July 21, 2003 Qwest may rescind its willingness to consider the Agreement's terms and conditions.

Please note that Qwest will file this letter with the appropriate state commission for approval; however, some state commissions may not approve the letter until all commission rules governing the submission of interconnection agreements are met. You may want to contact the appropriate state commission to determine the requisite filing guidelines.

Sincerely,

Date

\_\_\_\_\_  
Qwest Corporation  
L.T. Christensen  
Director – Business Policy  
1801 California Street, Suite 24th Floor  
Denver, Colorado 80202

I agree to all terms and conditions contained in this letter as indicated by my signature below:

Pacific Bell Wireless Northwest, LLC  
d/b/a Cingular Wireless

\_\_\_\_\_  
Signature  
Michael Van Weelden  
\_\_\_\_\_  
Name  
Director – Wholesale Services  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date