

**AMENDMENT  
TO THE  
AGREEMENT BETWEEN**

**SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP  
SPRINT COMMUNICATIONS COMPANY L.P.  
SPRINT SPECTRUM, L.P.**

**AND**

**BELLSOUTH TELECOMMUNICATIONS, INC.**

**DATED JANUARY 01, 2001**

Pursuant to this Amendment, (the "Amendment"), Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS (collectively "Sprint PCS"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001 ("Agreement").

WHEREAS, BellSouth and Sprint PCS entered into the Agreement on January 1, 2001, and;

WHEREAS, the Parties desire to clarify certain provisions related to the network managers identified in this Agreement;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

The Parties agree to delete Section 4.8 in "Attachment 3 Network Interconnection" in its entirety, and replace it with a new Section 4.8 in Attachment 3 as follows:

- 4.8 Nothing in this Agreement shall prohibit Sprint PCS from enlarging its CMRS network through management contracts with third parties (hereinafter "Network Manager(s)") for the construction and operation of a CMRS system under the Sprint PCS license. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as Sprint PCS traffic when it originates on such extended network and either terminates upon or is transited by the BellSouth network, and as BellSouth traffic when it originates upon BellSouth's network and terminates upon such extended network. All billing for or related to such traffic and for the interconnection facilities provisioned under this Agreement by BellSouth to Sprint PCS for use by its Network Managers under the Sprint License will be in the name of Sprint PCS, and will identify the Network Manager as applicable, and shall be subject to

the terms and conditions of this Agreement and Sprint PCS will remain liable for all such billing hereunder. Absent written notice to the contrary from Sprint, BellSouth shall bill the Network Manager that orders interconnection facilities for all charges under this Agreement associated with both the interconnection facilities and the exchange of traffic over such facilities.

- 4.8.1 A Sprint PCS Network Manager may purchase, on behalf of Sprint PCS services offered to Sprint PCS in this Agreement at the same rates, terms and conditions that such services are offered to Sprint PCS provided that such services should only be purchased for the exclusive use of Sprint PCS and its Network Managers' to provide CMRS service under the Sprint PCS license. Notwithstanding that BellSouth agrees to bill a Network Manager directly for such services in order to expedite timely billing and payment from a Network Manager, Sprint PCS shall remain fully responsible under this Agreement for all services ordered by the Network Manager under this agreement regardless of whether the Network Managers are actually authorized to submit such orders or use such interconnection facilities on behalf of Sprint PCS.

- 4.8.2 Sprint PCS' Network Managers within the BellSouth region are:

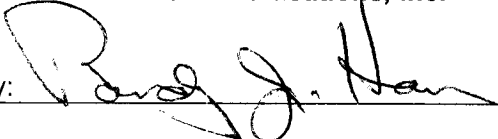
AirGate PCS, Inc. f/k/a Airgate Wireless, LLC (AirGate)  
Enterprise Digital PCS, L.L.C., Enterprise Wireless, L.L.C. (Enterprise)  
Georgia PCS Management, LLC, US Unwired, LLC (Georgia PCS)  
Gulf Coast Wireless Limited Partnership f/k/a Meretel Communications,  
L.P. (Gulf Coast)  
Horizon Personal Communications, Inc. (Horizon)  
Louisiana Unwired, L.L.C. (Louisiana Unwired)  
Ubiquitel Operating Company / Ubiquitel, LLC (Ubiquitel)

1. All of the other provision of the Agreement, dated January 1, 2001, shall remain in full force and effect.
2. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Signature Page

**BellSouth Telecommunications, Inc.**

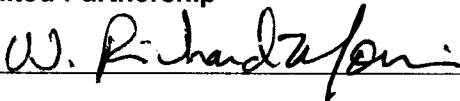
By: 

Name: Randy J. Ham

Title: Assistant Director –  
Wireless Interconnection

Date: 1/19/05

**Sprint Communications Company  
Limited Partnership**

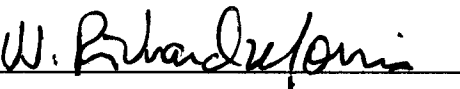
By: 

Name: W. Richard Morris

Title: Vice President -  
External Affairs

Date: 1/13/05

**Sprint Spectrum L.P.**

By: 

Name: W. Richard Morris

Title: Vice President -  
External Affairs

Date: 1/13/05