

**Amendment to
Interconnection Agreement**

between

**Sprint Communications Company Limited Partnership
Sprint Communications Company L.P.
Sprint Spectrum, L.P.**

and

BellSouth Telecommunications, Inc.

Dated January 1, 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 (Sprint PCS), and BellSouth Telecommunications, Inc. (BellSouth), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement (the Agreement) between BellSouth and Sprint CLEC and Sprint PCS, (collectively referred to as "Sprint") dated January 1, 2001.

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, Sprint and BellSouth hereby covenant and agree as follows:

1. The Parties agree to delete Section 2.1, General Terms and Conditions – Part A in its entirety and replace it with the following:
 - 2.1 The term of this Agreement shall be from the effective date as set forth above and shall expire as of December 31, 2004. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.
2. All other provisions of the Agreement, dated January 1, 2001, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.
4. This Amendment shall be effective upon the date of the last signature of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Rowe

Title: Director

Date: 6/3/04

**Sprint Communications Company
Limited Partnership**

By: 

Name: W. Richard Morris

Title: Vice President – External Affairs

Date: 6/2/04

Sprint Spectrum L.P.

By: 

Name: W. Richard Morris

Title: Vice President – External Affairs

Date: 6/2/04