

**Amendment  
To the  
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), (Sprint), 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) to be effective upon the date of the last signature executing the Amendment.

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

WHEREAS, BellSouth and Sprint are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

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:

1. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit A of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPPC.
2. The Parties agree to add the following language as Section 9.9 and as Section 14.4 of Attachment 2:
  - In addition to other charges specified in this Agreement for Local Number Portability Sprint shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff, as applicable.
3. All of the other provisions of the Agreement dated January 1, 2001 shall remain unchanged and in full force and effect.
4. Either or both of the Parties are 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 have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

By: 

Name: Kristen E. Rowe

Title: Director

Date: 8/23/04

**Sprint Communications Company  
Limited Partnership**

By: 

Name: W. Richard Morris

Title: Vice President – External Affairs

Date: 8-19-04

**Sprint Spectrum L. P.**

By: 

Name: W. Richard Morris

Title: Vice President – External Affairs

Date: 8-19-04