

**Amendment to the One-Way Paging Interconnection Agreement
Between
Metrocall, Inc. and
BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South Carolina and AT&T Tennessee
Dated December 15, 2005**

This Amendment is entered into by and between Metrocall, Inc. and BellSouth Telecommunications, Inc., d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (“AT&T”) hereinafter referred to collectively as the “Parties,” to amend that certain One-Way Paging Interconnection Agreement between the Parties dated December 15, 2005.

WHEREAS, Metrocall, Inc. has changed the name of said business to USA Mobility Wireless, Inc. a Delaware corporation and changed their contact information;

WHEREAS, the Parties desire that the One-Way Paging Interconnection Agreement be amended to reflect the correct corporate entity name and contact information; and

NOW, THEREFORE, in consideration of the mutual promises and covenants 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 name of Metrocall, Inc. in the One-Way Paging Interconnection Agreement is hereby deleted throughout the Agreement and replaced with USA Mobility Wireless, Inc.
2. The Parties hereby agree to Amend Section XXII. of the Agreement to delete customer information and replace it with the following:

USA Mobility Wireless, Inc.
Mark Burns
Senior Director, Technical Administration
3000 Technology Drive
Suite 400
Plano, TX 75074
Phone: (972) 801-0515
Fax: (972) 801-1699
Email: mark.burns@usamobility.com

3. Except as modified herein, all of the other provisions of the One-Way Paging Interconnection Agreement, dated December 15, 2005, shall remain in full force and effect.

4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

5. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

6. This Amendment shall be filed with and is subject to approval by the Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee Commissions and shall become effective immediately upon approval by each such Commission in each Commission's respective state.

USA Mobility Wireless, Inc.

BellSouth Telecommunications, Inc. d/b/a
AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T
Mississippi, AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee, by AT&T
Operations, Inc., their authorized agent

By: PL
Name: P. Grandjean
Title: SUP Finance
Date: 5/20/09

By: Eddie A. Reed, Jr.
Name: Eddie A. Reed, Jr.
Title: Director-Interconnection Agreements
Date: 6-5-09

Switch Based OCN
ALABAMA 6630
FLORIDA 6630
GEORGIA 6630
KENTUCKY 6630
LOUISIANA 6630

Switch Based OCN
MISSISSIPPI 6630
NORTH CAROLINA 6630
SOUTH CAROLINA 6630
TENNESSEE 6630

ACNA RWA