

**AMENDMENT TO THE INTERCONNECTION AGREEMENT
BETWEEN
NPCR, INC. d/b/a NEXTEL PARTNERS
AND
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T KENTUCKY**

Pursuant to this Amendment (the "Amendment") NPCR, Inc. d/b/a Nextel Partners, a Delaware corporation ("Nextel"), and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T Kentucky"), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain 2001 AT&T/Sprint Agreement including Amendments as adopted pursuant to the Parties' Agreement effective January 7, 2008 (collectively "the Adopted 2001 AT&T-Sprint Agreement" or "Agreement").

WHEREAS, Nextel and AT&T Kentucky agree to amend the Adopted 2001 AT&T-Sprint Agreement as set forth herein;

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, Nextel and AT&T Kentucky 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. Term of the Agreement

2.1 This Agreement is extended and shall expire as of March 1, 2013. 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. The Parties agree to delete Section 3.1, General Terms and Conditions – Part A in its entirety and replace it with the following:

3. Renewal

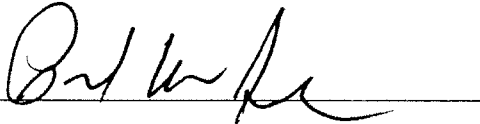
3.1 Nextel, but not BellSouth, may request the commencement of negotiations for a Subsequent Agreement at any time between three hundred sixty five (365) and one hundred eighty (180) days prior to the expiration of this Agreement. Either Nextel or BellSouth may request the commencement of negotiations for a Subsequent Agreement between one hundred and eighty (180) days and one hundred sixty (160) days prior to the expiration of this Agreement.

3. Either or both of the Parties shall submit the conforming ICA Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996. Said amendments shall be filed with and are subject to approval by the appropriate Commission.

IN WITNESS WHEREOF, the Parties have, on the day and year written below, executed this Agreement through their authorized representatives.

NPCR, Inc. d/b/a Nextel Partners

By:



Name:

PAUL W. SCHIEBER

Title:

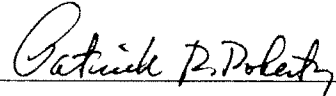
VP ACCESS + ROAMING PLAN

Date:

4/12/11

BellSouth Telecommunications, Inc. d/b/a
AT&T Kentucky by AT&T Services, Inc., its
authorized agent

By:



Name:

Patrick R. Doherty

Title:

Director - Regulatory

Date:

APR 18 2011