

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BETWEEN POWERTEL, INC. AND
BELLSOUTH TELECOMMUNICATIONS, INC.
EFFECTIVE SEPTEMBER 23, 2000**

This Agreement (the "**Amendment**") is made and entered into as of the 17th day of September, 2001 (the "**Effective Date**") by and among VoiceStream Wireless Corporation, a Delaware corporation ("**VoiceStream**") and its affiliates, including Powertel, Inc. ("**Powertel**"), set forth on Exhibit "A" hereto (collectively, the "**Affiliates**"), and BellSouth Telecommunications, Inc., a Georgia corporation ("**BellSouth**").

AGREEMENT

WHEREAS, Powertel and BellSouth desire to amend that certain Interconnection Agreement (the "**Interconnection Agreement**") between BellSouth and Powertel effective September 23, 2000, as amended by the Amendment to Interconnection Agreement dated March 16, 2001 (the "**First Amendment**") and by the Amendment to Interconnection Agreement dated April 30, 2001 (the "**Second Amendment**"), to set forth certain additional agreements of the parties thereto and to revise the rates under the Interconnection Agreement;

WHEREAS, Powertel is an affiliate of VoiceStream;

WHEREAS, Powertel desires to transfer and assign all of its right, title and interest in the Interconnection Agreement to VoiceStream and to add the Affiliates set forth on Exhibit A hereto as parties to the 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 to the following:

I. **DEFINED TERMS.** Terms used but not otherwise defined in the Amendment have the meanings ascribed to them in the Interconnection Agreement.

II. **ASSIGNMENT.** The parties hereto agree to and acknowledge the transfer and assignment by Powertel of all of its right, title and interest in the Interconnection Agreement to VoiceStream and to add the Affiliates as parties thereto, and BellSouth hereby acknowledges and ratifies its agreement to such transfer and assignment and addition of parties.

III. AMENDMENT OF THE INTERCONNECTION AGREEMENT.

3.1 Attachment B-1 of the Interconnection Agreement is hereby amended and restated in its entirety as set forth in Exhibit B hereto. All rates set forth on Exhibit B hereto are to be effective as of June 14, 2001.

IV. MISCELLANEOUS.

4.1 All other provisions of the Interconnection Agreement, effective September 23, 2000, as amended by the First Amendment and the Second Amendment, shall remain in full force and effect.

4.2 All or each of the parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996.

4.3 The Interconnection Agreement, as amended by the First Amendment and the Second Amendment and as hereby amended, contains the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof or thereof unless expressly referred to herein and, to the extent such agreements exist, they are hereby terminated and shall be of no further effect as of the date hereof.

4.4 VoiceStream hereby represents that it has full power and authority to bind each of its Affiliates under the terms of this Amendment and the Interconnection Agreement, as amended.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused to be executed and delivered this Amendment by their duly authorized officers as of the date first above written.

**VOICESTREAM WIRELESS CORPORATION,
on behalf of itself and its Affiliates listed on
Exhibit "A" hereto**

By: Signature on File

Name: David A. Miller

Title: Vice President, Legal Affairs

Date: October 24, 2001

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Signature on File

Name: Randy J. Ham

Title: Director – Wireless Interconnection

Date: October 30, 2001

SCHEDULE A

AFFILIATES

VoiceStream GSM I Operating Company, LLC

VoiceStream GSM II Holdings, LLC

VoiceStream Houston, Inc. fka Aerial Houston, Inc.

VoiceStream PCS BTA I Corporation

Cook Inlet/VS GSM IV PCS, LLC

Powertel/Birmingham, Inc.

Powertel/Memphis, Inc.

Powertel/Kentucky, Inc.

Powertel/Atlanta, Inc.

Powertel, Inc.

VoiceStream Tampa/Orlando, Inc. fka Aerial Tampa/Orlando, Inc.

Aerial, Inc.

Omnipoint Holdings, Inc.

Powertel/Jacksonville, Inc.

SCHEDULE B

ATTACHMENT B-1

CMRS Local Interconnection Rates

(All rates are Per Minute of Use)

Effective Date through December 14, 2001

All BellSouth States

Type 1 (End Office Switched)	\$.0015
Type 2A (Tandem Switched)	\$.0015
Type 2B Dedicated End Office)	\$.0015

December 15, 2001 through June 14, 2003

Type 1 (End Office Switched)	\$.0010
Type 2A (Tandem Switched)	\$.0010
Type 2B Dedicated End Office)	\$.0010

June 15, 2003 through June 14, 2004

(If such dates are applicable during the term of this Agreement)

Type 1 (End Office Switched)	\$.0007
Type 2A (Tandem Switched)	\$.0007
Type 2B Dedicated End Office)	\$.0007

Attachment B-1

Type 1, Type 2A, & 2B Mobile To Land Trunk Usage (All Rates are Per Voice Grade Trunk)

Mobile originated IntraMTA traffic over BellSouth CMRS Type 1, Type 2A, and CMRS Type 2B trunks, which terminate at Company Tandems (Local or Access) and/or Company End Offices, without recording capability, may be billed in either of two ways. CMRS providers may choose to either be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated traffic completed over one-way outward or two way trunks or may choose to provide traffic data in a company prescribed format to be used for billing purposes. CMRS provided traffic data will be billed at the rates prescribe above in this attachment. If the CMRS chooses to provide traffic data, then the detail level provided must be in accordance with Company requirements. Traffic data must be provided no more that 30 days in arrears from the close of the normal billing cycle. If the traffic data is not received in the Company prescribed format in the specified time period, the surrogate usage rate will be applied. Surrogate Usage for IntraMTA mobile originated traffic, which terminates in BST's local service area, shall be billed at a per voice grade trunk level rate as follows:

	<u>Type 1</u>	<u>TYPE 2A</u>	<u>Type 2B</u>
All BellSouth States			
Effective Date thru December 14, 2001	\$19.50	\$19.50	\$19.50
December 15, 2001 Thru June 14, 2003	\$13.00	\$13.00	\$13.00
June 15, 2003 Thru June 14, 2004 (If such dates are applicable during the term of this Agreement)	\$9.10	\$9.10	\$9.10