

**AMENDMENT
TO THE
INTERCONNECTION and RESALE 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.

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

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 insert a new Section 2.1.1 into Attachment 2 as follows:
 - 2.1.1 BellSouth will provide Sprint with new UNE loops without local usage restrictions provided that:
 - 2.1.1.1 One end of the UNE loop terminates in Sprint's collocation arrangement in the BellSouth wire center serving Sprint's end user;
 - 2.1.1.2 The transport services for the traffic utilizing said loop is provided by Sprint itself or by a third party provider; and
 - 2.1.1.3 The other end of said loop is not connected to or terminated into a wireless Mobile Switching Center ("MSC") or a cell site.
 - 2.1.1.4 This Section 2.1.1 was derived as a result of compromise between the Parties and not be precedent setting in any way with regard to the use of

UNEs for the provisioning of wireless services ("Wireless UNE"). Neither party waives any right it may have to seek appropriate relief on any existing claims or defenses associated with a Wireless UNE in any forum, under any theory, and at any time in any appropriate jurisdiction during the term of this Agreement or otherwise.

2. All of the 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 respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Telecommunications, Inc.

By: Original on File

Name: Elizabeth R. A. Shiroishi

Title: ~~Assistant~~ Director

Date: 5/7/03

Sprint Communications Company Limited Partnership

By: Original on File

Name: W. Richard Morris

Title: V.P., External Affairs

Date: May 5, 2003

Sprint Spectrum L. P.

By: Original on File

Name: W. Richard Morris

Title: V.P., External Affairs

Date: May 5, 2003