

**Amendment to the 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") hereinafter collectively referred to as "Sprint", and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, 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 thirty (30) calendar days after the date of the last signature executing the Amendment (Effective Date).

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. Language in Attachment 3, Sections 6.2 through 6.4, is deleted and replaced with the language in Exhibit 1 attached hereto and by reference made a part of this Amendment.
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 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 Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 10/16/06

**Sprint Communications Company
Limited Partnership**

By: Virgil Stites

Name: Virgil Stites

Title: Vice President -
Access Planning / Operations

Date: September 29, 2006

Sprint Spectrum L.P.

By: Virgil Stites

Name: Virgil Stites

Title: Vice President -
Access Planning / Operations

Date: September 29, 2006

Amendment Exhibit 1

- 6.2 Percentage Interstate Usage. In the case where Sprint CLEC desires to terminate its local traffic over or commingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide projected Percentage Interstate Usage (PIU) factors including, but not limited to, PIU associated with facilities (PIUE) and terminating PIU (TPIU) factors. All jurisdictional report requirements, rules and regulations for IXCs specified in BellSouth's intrastate Access Services Tariff will apply to Sprint CLEC. The application of the PIU will determine the respective interstate traffic percentages, and the remainder shall determine intrastate traffic percentages. Detailed requirements associated with PIU reporting shall be as set forth in BellSouth Jurisdictional Factors Reporting Guide. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September, respectively. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate usage compensation to be paid.
- 6.3 Percent Local Use. BellSouth and Sprint CLEC will report to the other a Percentage Local Usage (PLU). The application of the PLU will determine the respective amount of local and/or ISP-Bound minutes to be billed to the other Party. For purposes of developing the PLU, BellSouth and Sprint CLEC shall consider each Party's respective local calls and long distance calls, excluding Transit Traffic. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLU and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that BellSouth, as the terminating Party, will provide Sprint CLEC with the calculated PLU factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July and October. Within fifteen (15) days of receipt of the PLU factor, Sprint CLEC will provide concurrence with such factor, which BellSouth will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties

negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint CLEC will provide BellSouth with the calculated PLU factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option, be utilized to determine the appropriate Local usage compensation to be paid.

- 6.4 Percent Local Facility. BellSouth and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the respective portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, Multiplexing and Interoffice Channel Switched Dedicated Transport as specified in BellSouth's Jurisdictional Factors Reporting Guide. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLF and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively.. Detailed requirements associated with PLF reporting shall be as set forth in BellSouth Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that BellSouth, as the terminating Party, will provide Sprint CLEC with the calculated PLF factor for Sprint CLEC's originated traffic for Sprint CLEC's approval by the end of January, April, July, and October. Within fifteen (15) days of receipt of the PLF factor, Sprint CLEC will provide concurrence with such factor, which BellSouth will then implement to determine the appropriate local usage compensation to be paid by Sprint CLEC. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint CLEC develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide BellSouth with the calculated PLF factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLF factor, shall at the terminating Party's option, be utilized to determine the appropriate portion of switched dedicated transport to be billed per the local jurisdiction rates.