

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI
AND
VOICESTREAM WIRELESS CORPORATION**

The Agreement for Interconnection and Reciprocal Compensation by and between Southwestern Bell Telephone Company¹ d/b/a AT&T Missouri ("AT&T Missouri") and VoiceStream Wireless Corporation now known as T-Mobile USA, Inc. ("T-Mobile"), is hereby amended as follows:

WHEREAS, AT&T Missouri and VoiceStream Wireless Corporation ("VoiceStream") are the parties to that certain "Agreement for Interconnection and Reciprocal Compensation" effective as of April 17, 2001 (the "Agreement"); and

WHEREAS, VoiceStream has changed its name to "T-Mobile USA, Inc.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Missouri and T-Mobile hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "VoiceStream Wireless Corporation" to "T-Mobile USA, Inc."
2. AT&T Missouri shall reflect that name change from "VoiceStream Wireless Corporation" to "T-Mobile USA, Inc." only for the main billing account (header card) for each of the accounts previously billed to VoiceStream. AT&T Missouri shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T Missouri's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, T-Mobile affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by VoiceStream with AT&T Missouri for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, T-Mobile shall operate with AT&T Missouri under the "T-Mobile USA, Inc." name for those accounts. Such operation shall include, by way of example only, submitting orders under T-Mobile, and labeling (including re-labeling) equipment and facilities with T-Mobile.
4. Section 18.2 Term and Termination of the General Terms and Conditions is amended by adding the following section:

18.2.1.1 Notwithstanding anything to the contrary in this Section 18.2, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 7, 2008 until January 7, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from T-Mobile, by AT&T Missouri pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.
5. The Parties acknowledge and agree that AT&T Missouri shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri".

6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.
8. This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

T-Mobile USA, Inc.

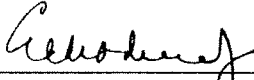
By: 

Name: **Dave Mayo**
Vice President, Engineering
Finance, Strategy & Development

Title: _____
(Print or Type)

Date: 5/12/08

Southwestern Bell Telephone Company d/b/a AT&T
Missouri by AT&T Operations, Inc., its authorized
agent

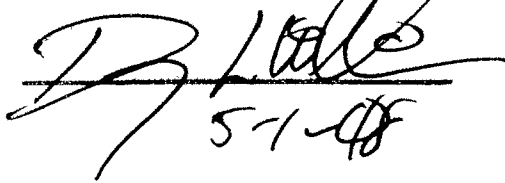
By: 

Name: **Eddie A. Reed, Jr.**
(Print or Type)

Title: Director – Interconnection Agreements

Date: 5-23-08

T-Mobile Legal Approval By:


5-1-08