

**AMENDMENT TO THE AGREEMENT
BETWEEN
SPRINT SPECTRUM L.P., as agent for
WIRELESSCO, L.P.,
SPRINTCOM, INC.,
COX COMMUNICATIONS PCS, L.P.,
APC PCS, LLC,
PHILLIECO, L.P.,
JOINTLY d/b/a SPRINT PCS
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri (previously referred to as Southwestern Bell Telephone, L. P. d/b/a SBC Missouri), hereinafter referred to as "AT&T" and Sprint Spectrum L.P., a Delaware limited partnership, as agent for WirelessCo, L.P., a Delaware limited partnership, SprintCom, Inc., a Kansas corporation, Cox Communications PCS, L.P., a Delaware limited partnership, APC PCS, L.L.C., a Delaware limited liability company, and PhillieCo, L.P., a Delaware limited partnership, all of the foregoing entities jointly d/b/a Sprint PCS ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to a Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved December 5, 2003 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to include the following definition of IntraMTA Traffic:

"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User Customer, end user, end-user, or customer of AT&T and the Carrier's End User Customer, end user, end-user, or customer. All references to Local, Calls, local call, Local Traffic, and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".

2. Effective July 1, 2012, the Parties will implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
3. Effective July 1, 2012, the rate for Incidental Terminating InterMTA Traffic, as defined in the underlying Agreement, and as set forth in the Appendix Pricing of the Interconnection Agreement, is deleted and replaced with the following: Carrier shall pay a per minute of use rate that equals the average of (1) AT&T's intrastate rate based upon the applicable switched access service rate elements set forth in AT&T's Intrastate Access Services Tariff, as may be amended from time to time in accordance with the schedule in the FCC Order 11-161, or as may otherwise be reduced or modified and

(2) AT&T's interstate rate based upon the applicable switched access service rate elements set forth in AT&T's Interstate Access Services Tariff, as may be amended from time to time in accordance with the schedule in the FCC Order 11-161, or as may otherwise be reduced or modified. This provision does not apply to transit traffic.

4. The Parties agree to replace the rates for transport and termination per minute for Type 2A, Type 1 and Type 2B in Appendix Pricing (Cellular/PCS) of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Appendix Pricing (Cellular/PCS) shall remain the same.
5. Bill and keep is limited to the exchange of IntraMTA traffic originating from or terminating to a CMRS provider.
6. If the Agreement is adopted by a third party carrier under Section 252(i), there shall be no retroactive application of any provision of this Amendment.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. 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.
9. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
10. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

Sprint Spectrum L.P., as agent for WirelessCo,
L.P., SprintCom, Inc., Cox Communications
PCS, L.P., APC PCS, L.L.C., PhillieCo, L.P.

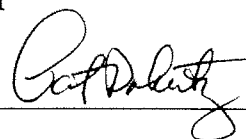
Signature: 

Name: PAUL W SCHIEBER
(Print or Type)

Title: VP ACCESS & ROAMING PLAN
(Print or Type)

Date: 12/3/2012

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

Signature: 

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 12-11-12