

**AMENDMENT TO
CELLULAR-PCS INTERCONNECTION AGREEMENT
BY AND BETWEEN**

**ILLINOIS BELL TELEPHONE COMPANY d/b/a AT&T ILLINOIS,
INDIANA BELL TELEPHONE COMPANY INCORPORATED d/b/a AT&T INDIANA,
MICHIGAN BELL TELEPHONE COMPANY d/b/a AT&T MICHIGAN,
THE OHIO BELL TELEPHONE COMPANY d/b/a AT&T OHIO,
PACIFIC BELL TELEPHONE COMPANY d/b/a AT&T CALIFORNIA,
THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY d/b/a AT&T CONNECTICUT,
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T KANSAS, AT&T MISSOURI, AT&T
OKLAHOMA AND/OR AT&T TEXAS,
WISCONSIN BELL, INC d/b/a AT&T WISCONSIN
AND
NEW CINGULAR WIRELESS PCS, LLC**

The Interconnection Agreement, dated July 30, 2007 ("the Agreement") by and between Illinois Bell Telephone d/b/a AT&T Illinois; Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Pacific Bell Telephone Company d/b/a AT&T California; The Southern New England Telephone Company d/b/a AT&T Connecticut; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; and Southwestern Bell Telephone Company d/b/a AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas (collectively, "AT&T-13STATE") and New Cingular Wireless PCS, LLC ("WSP") is hereby amended as follows:

(1) The Parties agree to delete Section 8.3.2 and 8.3.3 and add new Sections 8.3.2 through 8.3.5 to the Appendix ITR. The text of Sections 8.3.2 through 8.3.5 will read as follows:

8.3.2 WSP shall send all Switched Access or Terminating InterMTA traffic (including IntraLATA InterMTA traffic) via an Interexchange Carrier; however, the Parties agree that for any terminating InterMTA traffic that is inadvertently routed over Local Interconnection or Local Interconnection Equal Access trunks, based on data from AT&T-13STATE traffic studies, WSP will pay the Terminating InterMTA Minutes of Use ("MOU") traffic rate, as stated in Appendix Pricing – Wireless, for the WSP-originated mobile-to-land, interMTA MOUs delivered to AT&T-13STATE via the Local Interconnection or Local Interconnection Equal Access trunks for such traffic.

8.3.3 WSP OFFICER AFFIDAVIT

8.3.3.1 WSP may produce to AT&T-13STATE an affidavit, executed by an officer of WSP and notarized appropriately, stating that it is the policy of WSP not to, and in fact WSP does not intentionally, route Terminating InterMTA traffic over WSP's network via Local Interconnection or Local Interconnection Equal Access trunks for delivery to AT&T-13STATE, but instead routes such traffic via an Interexchange Carrier.

8.3.3.2 If WSP produces such an affidavit, AT&T-13STATE shall not bill WSP for Terminating InterMTA traffic. However, AT&T-13STATE may, at any time, elect to challenge the affidavit, using the following procedure:

8.3.3.2.1.1 AT&T-13STATE may conduct test calls or a traffic study to determine if WSP's Terminating InterMTA traffic is being routed over Local Interconnection or Local Interconnection Equal Access trunks.

8.3.3.2.1.2 AT&T-13STATE will promptly notify WSP that test calls were made or a traffic study was conducted which indicates the probability that InterMTA traffic was routed over Local Interconnection or Local Interconnection Equal Access trunks. Within 14 days of completion of the test calls or traffic study, AT&T-13STATE will provide the results of the test calls or traffic study to WSP for review. Within 30 days of being

provided the results for review, WSP can present its findings of any errors or anomalies with data results provided to AT&T-13STATE for consideration. In doing so, WSP can provide network diagrams, IXC records, cell site data, or any other information that reflects the jurisdiction of the calls or any alleged statistical invalidity of the data or its application.

- 8.3.3.2.1.3 Based on the results of the test calls or traffic study, as adjusted by AT&T-13STATE after consideration of the jurisdictional information and any data raising a concern over statistical validity provided by WSP in 8.3.3.2.1.1 above, AT&T-13STATE will bill WSP the rate of Terminating InterMTA Minutes of Use (MOU) (as stated in Appendix Pricing – Wireless) for the percentage of traffic identified as InterMTA traffic terminated over Local Interconnection or Local Interconnection Equal Access trunks. WSP will reimburse to AT&T-13STATE the difference between the rate previously paid by WSP for all such misrouted traffic and the rate for Terminating InterMTA Minutes of Use ("MOU"). Such payments will be retroactive, extending backward to the date of the last traffic study (or correction under 8.3.3.3 below, if later) or, if no previous traffic study has been performed, to the effective date of this provision.
- 8.3.3.2.1.4 If WSP believes that AT&T-13STATE has not properly considered its jurisdictional information in the test calls or traffic study used for billing under Section 8.3.3.2.1.3 above, or believes that the use of the test calls or traffic study for the billing is not statistically valid when compared to the jurisdiction of all of its calls terminated over Local Interconnection or Local Interconnection Equal Access trunks, the parties will work together on a new analysis of the original AT&T-13STATE data to be jointly administered and completed within 30 days. Based on the results of the new analysis the parties may agree to adjust the billing under Section 8.3.3.2.1.3 above or will follow the dispute resolution process subject to Section 8.3.5 below.
- 8.3.3.2.1.5 In addition, WSP will pay the late payment charge for all such sums due and owing as provided under Section 5.2 of the General Terms and Conditions of this Agreement.

8.3.3.3 The percentage of InterMTA Traffic that the test calls and/or traffic studies show was routed by WSP via the Local Interconnection or Local Interconnection Equal Access trunks for delivery to AT&T-13STATE shall thereafter be applied by the Parties for all traffic exchanged by the Parties, provided, however, that WSP shall have the opportunity to correct the routing of such calls. Such correction shall be verified by additional test calls following the procedure described above. If the Parties agree that such misrouting has been corrected, AT&T-13STATE shall not thereafter bill WSP at the rate for Terminating InterMTA traffic for the traffic in question.

8.3.3.4 AT&T-13STATE or WSP may elect, at any time, to conduct additional test calls and/or traffic studies to verify WSP's routing practices but not more often than once per quarter to adjust WSP's billing, if appropriate.

8.3.4 NO WSP OFFICER AFFIDAVIT

8.3.4.1 If WSP elects not to produce the affidavit described in Section 8.3.3 above, then AT&T-13STATE will perform traffic studies to determine if WSP is sending Terminating InterMTA traffic over Local Interconnection or Local Interconnection Equal Access trunks, and if WSP is doing so, notwithstanding its obligation not to do so as set forth above, AT&T-13STATE will bill WSP based on the percentage of InterMTA traffic terminated over the Local Interconnection or Local Interconnection Equal Access trunks as demonstrated by the traffic study. AT&T-13STATE agrees to notify WSP of updates to the Terminating InterMTA Traffic percentages on a quarterly basis, and the Parties agree that the updated percentage will be used to bill Terminating InterMTA

for the following quarter. Further, the Parties agree that WSP will pay amounts owed for Terminating InterMTA traffic by the due date indicated on the invoice.

8.3.4.2 If the WSP elects not to produce the affidavit described in Section 8.3.3 above, then if the WSP provides an indicator that accurately identifies the originating cell site to classify each call as InterMTA-Interstate or InterMTA-Intrastate for usage billing, (including but not limited to originating and terminating NPA/NXX, date, time of originating call and call duration along with the cell site location table which includes the latitude, longitude and MTA of the originating cell site), AT&T-13STATE will compare the cell site data to the AT&T-13STATE Jurisdictional Information Parameter ("JIP") and Originating Location Routing Number ("OLRN") traffic studies, as follows:

8.3.4.2.1 If the AT&T-13STATE traffic study using JIP, OLRN and originating NPA/NXX data are a match to the WSP cell site data, then the cell site data will be used in place of the AT&T-13STATE JIP, OLRN or originating NPA/NXX traffic studies; or,

8.3.4.2.2 If the JIP and the OLRN traffic studies do not match the WSP cell site data, and the WSP believes that the particular network configuration is causing the discrepancy, then the WSP shall provide AT&T-13STATE with the network configuration information that explains the discrepancy between JIP and the OLRN traffic studies vs. the WSP cell site data. If the WSP cannot explain the discrepancy between the JIP and the OLRN traffic studies vs. the WSP cell site data to AT&T-13STATE's satisfaction, then AT&T-13STATE will use JIP, the OLRN traffic or originating NPA/NXX code traffic studies to determine the jurisdiction of the calls; and,

8.3.4.2.3 Under both scenarios in Section 8.3.4.2.1 and Section 8.3.4.2.2 above, upon AT&T-13STATE's request, WSP will demonstrate how the network configurations are causing a mis-match between JIP, OLRN, originating NPA/NXX codes vs. the WSP cell site data.

8.3.4.2 If WSP elects not to provide the affidavit described in Section 8.3.3 above, WSP shall provide JIP, where technically feasible, in the call record for all WSP-originated IntraMTA and InterMTA traffic, as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011.

8.3.5 DISPUTES

8.3.5.1 The Parties further agree that disputes under these sections will be governed by the dispute resolution provision of the General Terms and Conditions of the Agreement. However, notwithstanding the foregoing and contrary to the Billing and Payment of Charges and Dispute Resolution provisions of the General Terms and Conditions of this Agreement (Sections 5 and 6, respectively), WSP agrees that for purposes of the procedures set forth in Sections 8.3.3 and 8.3.4 of this Amendment, WSP will pay AT&T-13STATE all InterMTA billing invoices and then dispute.

(2) The Parties agree to change the Originating Landline to CMRS Switched Access Traffic Section reference numbers. The Originating Landline to CMRS Switched Access Traffic language will now be in Section 8.3.6, 8.3.6.1, 8.3.6.2 and 8.3.6.3. The language for the Originating Landline to CMRS Switched Access Traffic will not change.

(3) The Parties agree that this Amendment completely supersedes the prior InterMTA Amendment executed by the Parties on June 22, 2009.

(4) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(5) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(6) 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.

(7) This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission, Indiana Utility Regulatory Commission, Kansas Corporation Commission, Michigan Public Service Commission, Missouri Public Service Commission, Oklahoma Corporation Commission, Public Utility Commission of Texas, and the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission. In Connecticut, this Amendment shall become effective upon approval by the Connecticut Department of Public Utility Control. In Ohio, based on the Public Utilities Commission of Ohio rules, the Amendment is effective upon filing and is deemed approved by operation of law on the 91st day after filing. In California, pursuant to Resolution ALJ 181, this filing will become effective, absent rejection of the advice letter by the Commission, upon thirty days after the filing date of the Advice Letter to which this Amendment is appended ("Effective Date").

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in duplicate by AT&T-13STATE, signing by and through its duly authorized representative, and WSP, signing by and through its duly authorized representative.

New Cingular Wireless PCS, LLC

Illinois Bell Telephone Company d/b/a AT&T Illinois;
Indiana Bell Telephone Company Incorporated d/b/a
AT&T Indiana; Michigan Bell Telephone Company d/b/a
AT&T Michigan; The Ohio Bell Telephone Company
d/b/a AT&T Ohio; Pacific Bell Telephone Company
d/b/a AT&T California; The Southern New England
Telephone Company d/b/a AT&T Connecticut;
Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; and,
Southwestern Bell Telephone Company d/b/a AT&T
Kansas, AT&T Missouri, AT&T Oklahoma and AT&T
Texas, by AT&T Operations, Inc., its authorized agent

By: William H. Brown

Printed: William H. Brown

Title: Sr. Contract Mgr.
(Print or Type)

Date: 8/21/09

By: Eddie A. Reed, Jr.

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 8-28-09