

Amendment to
Interconnection Agreement
between
Sprint Spectrum L.P.
and
Southwestern Bell Telephone Company d/b/a AT&T Missouri

Pursuant to this Amendment (the "Amendment") Sprint Spectrum L.P., a Delaware limited partnership, as agent for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, and Sprint Telephony PCS, LP (f/k/a Cox Communications PCS, L.P.), a Delaware limited partnership, and APC PCS, LLC, a Delaware limited liability company, and PhillieCo, L.P., a Delaware limited partnership, all foregoing entities jointly d/b/a Sprint PCS ("Sprint"), and Southwestern Bell Telephone Company d/b/a AT&T Missouri ("AT&T"), hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties approved by the Missouri Public Service Commission on December 5, 2003, as amended ("the Agreement").

WHEREAS, Sprint and AT&T agree to amend the Agreement as set forth herein;

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, Sprint and AT&T hereby covenant and agree as follows:

1. The Parties agree to delete Section 19.2 in its entirety and replace it with the following:

19.2 Term and Termination

19.2.1 Notwithstanding anything to the contrary in this Agreement, the Term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on November 21, 2011 (the "Term"). After November 21, 2011, this Agreement shall expire if either Party provides written notice, within one hundred-eighty (180) Days prior to the expiration of the Term, to the other Party to the effect that such Party does not intend to extend the Term. Absent the receipt by one Party of such written notice, this Agreement shall remain in full force and effect on and after the expiration of the Term, subject to the provisions of this Section 19. Until November 21, 2011, this Agreement may be terminated only via Sprint's request unless

terminated pursuant to a default provision within this Agreement.

2. All other provisions of this Agreement, as amended, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.
4. This Amendment shall be filed with and is subject to approval by the Commission and shall be effective upon the date of the last signature of both Parties.

[Signatures continued on next page]

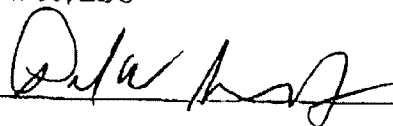
THREE YEAR EXTENSION AMENDMENT SOUTHWESTERN BELL TELEPHONE COMPANY
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AT&T MISSOURI/SPRINT SPECTRUM L.P.
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Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

Sprint Spectrum L.P., as agent for
WirelessCo, L.P., SprintCom, Inc., Sprint
Telephony PCS, L.P., PhillieCo, L.P., and
APC PCS, LLC

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

By: 

By: 

Name: Paul W. Schieber, Jr.
(Print or Type)

Name: Eddie A. Reed, Jr.

Title: VP - Regulatory & Access Planning
(Print or Type)

Title: Director-Interconnection Agreements

Date: 5/11/09

Date: 5-12-09