

EXHIBIT 11



Accessible

Date: **November 16, 2007**

Number: **CLECALL07-086**

Effective Date: **November 16, 2007**

Category: **Other**

Subject: **(Interconnection Agreements) Clarification of BellSouth Merger Commitments**

Related Letters: **NA**

Attachment: **NA**

States Impacted: **Illinois, Indiana, Ohio, Michigan, Wisconsin, California, Nevada, Arkansas, Kansas, Missouri, Oklahoma, Texas and Connecticut**

Issuing ILECS: **AT&T Illinois, AT&T Indiana, AT&T Ohio, AT&T Michigan, AT&T Wisconsin, AT&T California, AT&T Nevada, AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas and AT&T Connecticut**

Response Deadline: **January 15, 2008**

Contact: **AT&T Negotiator**

Conference Call/Meeting: **NA**

The purpose of this Accessible Letter is to clarify AT&T's implementation of two merger commitments adopted and approved by the Federal Communications Commission ("FCC") in its BellSouth/AT&T "Merger Order".¹ The commitments discussed herein concern porting and extending interconnection agreements ("ICAs").

Porting ICAs

Merger Commitment 7.1 allows carriers to port effective interconnection agreements entered into in any state in AT&T's 22-state ILEC operating territory (subject to stated limitations and requirements).² Some carriers have inquired why they are not able to port an agreement when the initial term has expired but the agreement itself has not yet been noticed for termination/renewal. This letter clarifies that such agreements are, in fact, eligible for porting under Merger Commitment 7.1, and AT&T has consistently implemented the commitment in this manner. However, carriers should be aware that adopted agreements always carry the same expiration date as the underlying agreement that is being adopted.³ Therefore, if a carrier adopts and ports an ICA whose initial term has expired, subsequent noticing of that ICA for termination and renewal will require that the adopted/porting agreement also be renewed. Moreover, consistent with federal rules, ICAs that have been noticed for termination/renewal are not eligible to be ported because they have already "remain[ed] available for use by telecommunications carriers...for a reasonable period of time."⁴ Accordingly, when porting agreements pursuant to Merger Commitment 7.1, carriers should be mindful of whether the ICA, by its terms, is eligible to be noticed for termination/renewal or has already been noticed by either party.

¹ Memorandum Opinion and Order, *In the Matter of AT&T, Inc. and BellSouth Corporation Application for Transfer of Control*, 22 F.C.C.R. 5662 at ¶222, Appendix F (March 26, 2007) ("Merger Order").

² Merger Order at Appendix F, "Reducing Transaction Costs Associated with Interconnection Agreements," ¶ 1.

³ *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, Second Report and Order, 19 FCC Rcd 13494 (FCC 2004).

⁴ 47 C.F.R. § 51.809(c).

Extending ICAs' Terms

Merger Commitment 7.4 allows carriers to extend the terms of their current ICAs for a period of up to three (3) years, subject to amendment to reflect prior and future changes of law.⁵ The question has arisen whether ICAs may be extended for three years from the expiration date of the ICA's initial term (as interpreted and implemented by AT&T) or some other date (e.g., the merger close date of December 29, 2006 or the date of a carrier's extension request). While AT&T believes that its interpretation is supported by the plain language of Merger Commitment 7.4, as well as by the *ex parte* documents submitted to the FCC and the negotiations of the commitment prior to release of the Merger Order, AT&T is modifying its position to allow carriers additional opportunities to extend the terms of their agreements. As such, effective with the date of this Accessible Letter, AT&T will implement Merger Commitment 7.4 as follows:

ICAs Expiring Prior to January 15, 2008 (Option 1): ICAs whose initial terms have already expired, or will expire prior to January 15, 2008, may be extended for up to three years from the date of a carrier's extension request, provided that AT&T receives the carrier's extension request prior to January 15, 2008.⁶ An ICA's term may be extended only once pursuant to Merger Commitment 7.4.⁷ If no request to extend the ICA's term has been received by AT&T prior to January 15, 2008, the ICA's term may not be extended pursuant to the merger commitment.

ICAs Expiring On or After January 15, 2008 (Option 2): ICAs whose initial terms will expire on or after January 15, 2008, may be extended for up to three years from the expiration date of the ICA's initial term, provided that (i) AT&T receives a carrier's extension request prior to the ICA's expiration date of the initial term, and (ii) the ICA's initial term expires before June 29, 2010, the sunset date of the merger commitment. ICAs whose initial term expires after June 29, 2010 are not eligible for extension. An ICA's term may be extended only once pursuant to Merger Commitment 7.4. If no request to extend the ICA's term has been received by AT&T as of the expiration date of the ICA's initial term, the ICA may not be extended pursuant to the merger commitment.

Important Note for Both Options Above: The expiration date of an agreement's initial term may be either express (e.g., "January 15, 2008") or a date that requires calculation (e.g., "three years from the Effective Date"). Initial terms may also be a date established by a filed and approved amendment (e.g., an ICA's initial term expired on January 15, 2001, but an amendment extended the expiration date until January 15, 2003, in which case the latter is still considered the expiration date of the ICA's initial term). For purposes of implementing Merger Commitment 7.4, the expiration date of an agreement's **initial term** will in all cases be used, as described above, to calculate whether the agreement is eligible for extension. Any evergreen term, renewal term or default term (e.g., month-to-month or year-to-year) or any other term that continues the agreement beyond the expiration of its initial term will have no bearing on whether and how the agreement may be extended. This has important implications for the options discussed above, including without limitation:

⁵ Merger Order at Appendix F, "Reducing Transaction Costs Associated with Interconnection Agreements," ¶ 4. Merger Commitment 7.4 applies to ICAs in effect as of the date of the Merger Order, December 29, 2006.

⁶ Compare with *Order of the Kentucky Public Service Commission*, Petition of Sprint Communications Company L.P. et al. For Arbitration of Rates, Terms and Conditions of Interconnection with BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky d/b/a AT&T Southeast, Case No. 2007-00180 (Sept. 18, 2007) (holding that Merger Commitment 7.4 gives carriers the right to extend ICAs for three years from the merger close date of December 29, 2006, or until December 29, 2009).

⁷ Carriers that extended or requested to extend the initial term of an ICA that has already expired pursuant to AT&T's prior policy (i.e., for up to three years from the initial expiration date) may re-submit a request to extend the ICA pursuant to this Accessible Letter. For such carriers, the ICA may be extended under Option 1 for up to three years from the date of carrier's **initial, prior** request, as long as carrier sends the required notice discussed herein by January 15, 2008.

- For Option 1, the initial term of an ICA may have already expired but the ICA may still be in effect (e.g., the ICA expired on June 1, 2007 and it is presently in effect on a month-to-month basis). The required extension notice under Option 1 must be received by AT&T prior to January 15, 2008, regardless of the fact that the ICA remains in effect on a month-to-month or other basis. On January 15, 2008, unless a carrier has submitted the required notice to extend the term, it will be deemed to have waived any extension rights with respect to that ICA.
- For Option 2, the required term extension notice must be received by AT&T prior to the expiration date of the ICA's initial term, regardless of whether the ICA continues in effect beyond the expiration date of the initial term. Upon the expiration date of an ICA's initial term, a carrier will be deemed to have waived any extension rights with respect to that ICA.

The options under Merger Commitment 7.4 as described in this Accessible Letter are available to carriers regardless of whether they have already submitted an extension request, and regardless of the disposition of that prior request. However, carriers desiring to extend the terms of their ICAs as stated herein must submit another extension request, as AT&T is unable to decide unilaterally what any carrier may want to avail itself of at this point in time. **Carriers may not rely on prior extension requests to avail themselves of the options discussed in this Accessible Letter. Carriers who do not submit an extension request, by the time periods indicated above, may not extend their ICAs pursuant to Merger Commitment 7.4 as described herein.** Extension Request Forms can be found by CLECs on AT&T's CLEC Online website at <https://clec.att.com/clec>⁸ and by paging/wireless carriers at <https://primeaccess.att.com/>.⁹

Conclusion

Any questions regarding this Accessible Letter should be directed to your Lead Negotiator.

A copy of AT&T Texas' filing with the Public Utility Commission of Texas and any accompanying tariff sheets (if applicable) can be viewed on the Internet at the following website, typically on the effective date of the changes.

http://www.att.com/search/tariffs.jsp?category=TEXAS/TELCO/FILING_LOG

⁸ From the HOME page of CLEC Online, click on the sub-heading Interconnection Agreements located on the left-hand side of the page and follow your cursor to the BLS Merger Commitment Request Forms link. A new window will appear. On the page AT&T/BLS Merger Commitments under Reducing Transaction Costs Associated with Interconnection Agreements, you will see a list of four commitments. The fourth contains an Extension Request Form to be completed and submitted to AT&T Wholesale Contract Management, via fax or email. The fax number and email address are provided on this page.

⁹ From the HOME page of Prime Access, click on the subheading BLS-Merger Request Forms located on the left-hand side of the page. An AT&T CLEC Online Disclaimer will appear, click OK. A page containing the BLS Merger Commitment Request Forms will be displayed. Under Reducing Transaction Costs Associated with Interconnection Agreements, you will see a list of four commitments. The fourth contains an Extension Request Form to be completed and submitted to AT&T Wholesale Contract Management, via fax or email. The fax number and email address are provided on this page.

EXHIBIT 12

**Amendment to
Interconnection Agreement**

between

Sprint Communications Company L.P.

and

Southwestern Bell Telephone Company

Pursuant to this Amendment (the "Amendment") Sprint Communications Company L.P., ("Sprint"), a Delaware Limited Partnership, 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 August 5, 2005, 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 5.2, General Terms and Conditions in its entirety and replace it with the following:

5. EFFECTIVE DATE, TERM AND TERMINATION

5.2 The term of this Agreement shall commence upon the Effective Date of the Agreement and shall expire on November 21, 2011 (the "Term"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.

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]

Signature Page

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

**Southwestern Bell Telephone
Company d/b/a AT&T Missouri**

By: _____

Name: _____

Title: _____

Date: _____

**Sprint Communications Company
L.P.**

By: _____

Name: _____

Title: _____

Date: _____

**Amendment to
Interconnection Agreement**

between

Sprint Spectrum L.P.

and

Southwestern Bell Telephone Company

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 The Term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on November 21, 2011 (the "Term"). 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.

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]

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**

By: _____

Name: _____

Title: _____

Date: _____

**Southwestern Bell Telephone,
L.P. d/b/a AT&T Missouri**

By: _____

Name: _____

Title: _____

Date: _____

**Amendment to
Interconnection Agreement**

between

Nextel West Corp.

and

Southwestern Bell Telephone Company

Pursuant to this Amendment (the "Amendment") Nextel West Corp., a Delaware Corporation, ("Nextel") 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 dated August 25, 1998 and approved by the Missouri Public Service Commission, 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 18.2.1 in its entirety and replace it with the following:

18.2 Term and Termination

18.2.1 SWBT and Carrier agree to interconnect pursuant to the terms defined in this Agreement for an initial period terminating November 21, 2011, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination; provided, however, that no such termination shall be effective prior to the date one year from the Effective Date of this Agreement. By mutual agreement, SWBT and Carrier may amend this Agreement in writing to modify its terms.

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]

Signature Page

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

**Southwestern Bell Telephone
Company d/b/a AT&T Missouri**

Nextel West Corp.

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 13

DISPUTED ISSUES LIST

Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. ("Sprint") /
Southwestern Bell Telephone Company d/b/a AT&T Missouri

Dated: December 5, 2008

Issue No.	Issue Description and Section Reference	Sprint Proposed Language	Sprint Position	AT&T Proposed Language	AT&T Position
1.	Should Sprint be permitted to extend its existing Missouri Public Service Commission approved interconnection agreements, as amended, pursuant to AT&T/BellSouth Merger Commitment 7.4 for a period of three years from making the request?	<p><u>Amendment to Interconnection Agreement between Sprint Communications Company L.P. and Southwestern Bell Telephone Company</u></p> <p>Pursuant to this Amendment (the "Amendment") Sprint Communications Company L.P., ("Sprint"), a Delaware Limited Partnership, 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 August 5, 2005, as amended ("the Agreement").</p> <p><u>WHEREAS, Sprint and AT&T agree to amend the Agreement as set forth herein;</u></p> <p><u>NOW THEREFORE, in consideration of the</u></p>	<p>Pursuant to Merger Commitment 7.4 of the AT&T/BellSouth Merger Order, Sprint's existing Interconnection Agreements between AT&T and Sprint Communications Company L.P.; AT&T and Sprint Spectrum L.P. and AT&T and Nextel West Corp. should be extended three years from November 21, 2008, which is the date of Sprint's notice to AT&T. Merger Commitment 7.4 explicitly allows agreements to be extended for three years, "regardless of whether its initial term has expired."</p>	<p>AT&T has not proposed any alternative language.</p>	<p>AT&T has provided no written response, but has verbally claimed that Sprint's extension request is out of time and cites a CLEC accessible letter that it issued on November 16, 2007.</p>

DISPUTED ISSUES LIST

Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. ("Sprint") /
Southwestern Bell Telephone Company d/b/a AT&T Missouri

Dated: December 5, 2008

Issue No.	Issue Description and Section Reference	Sprint Proposed Language	Sprint Position	AT&T Proposed Language	AT&T Position
		<p><u>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:</u></p> <p>1. <u>The Parties agree to delete Section 5.2, General Terms and Conditions in its entirety and replace it with the following:</u></p> <p><u>5. EFFECTIVE DATE, TERM AND TERMINATION</u></p> <p><u>5.2 The term of this Agreement shall commence upon the Effective Date of the Agreement and shall expire on November 21, 2011 (the "Term"). Absent the receipt by one Party of written notice from the other Party within 180 calendar days prior to the expiration of the Term to the effect that such Party does not intend to extend the Term, this Agreement shall remain in full</u></p>			

DISPUTED ISSUES LIST

Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. ("Sprint") /
Southwestern Bell Telephone Company d/b/a AT&T Missouri

Dated: December 5, 2008

Issue No.	Issue Description and Section Reference	Sprint Proposed Language	Sprint Position	AT&T Proposed Language	AT&T Position
		<p><u>force and effect on and after the expiration of the Term until terminated by either Party pursuant to Section 5.3 or 5.4.</u></p> <p><u>2. All other provisions of this Agreement, as amended, shall remain in full force and effect.</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>[Signatures continued on next page]</u></p>			

DISPUTED ISSUES LIST

Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. ("Sprint") /
Southwestern Bell Telephone Company d/b/a AT&T Missouri

Dated: December 5, 2008

Issue No.	Issue Description and Section Reference	Sprint Proposed Language	Sprint Position	AT&T Proposed Language	AT&T Position
	Sprint Spectrum L.P. Section: Amendment to Interconnection Agreement between Sprint Spectrum L.P. and Southwestern Bell Telephone, L.P.	<p><u>Amendment to Interconnection Agreement between Sprint Spectrum L.P. and Southwestern Bell Telephone Company</u></p> <p>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</p>			

DISPUTED ISSUES LIST

Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. ("Sprint") /
Southwestern Bell Telephone Company d/b/a AT&T Missouri

Dated: December 5, 2008

Issue No.	Issue Description and Section Reference	Sprint Proposed Language	Sprint Position	AT&T Proposed Language	AT&T Position
		<p><u>Commission on December 5, 2003, as amended ("the Agreement").</u></p> <p><u>WHEREAS, Sprint and AT&T agree to amend the Agreement as set forth herein;</u></p> <p><u>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:</u></p> <p>2. <u>The Parties agree to delete Section 19.2 in its entirety and replace it with the following:</u></p> <p><u>19.2 Term and Termination</u></p> <p><u>19.2.1 The Term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on November 21, 2011 (the "Term"). This Agreement shall expire if either Party provides written notice, within one hundred-eighty (180) Days</u></p>			

DISPUTED ISSUES LIST

Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. ("Sprint") /
Southwestern Bell Telephone Company d/b/a AT&T Missouri

Dated: December 5, 2008

Issue No.	Issue Description and Section Reference	Sprint Proposed Language	Sprint Position	AT&T Proposed Language	AT&T Position
		<p><u>prior to the expiration of the Term, to the other Party to the effect that such Party does not intend to extend the Term.</u></p> <p><u>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.</u></p> <p><u>2. All other provisions of this Agreement, as amended, shall remain in full force and effect.</u></p> <p><u>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.</u></p> <p><u>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.</u></p>			

DISPUTED ISSUES LIST

Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. ("Sprint") /
Southwestern Bell Telephone Company d/b/a AT&T Missouri

Dated: December 5, 2008

Issue No.	Issue Description and Section Reference	Sprint Proposed Language	Sprint Position	AT&T Proposed Language	AT&T Position
	Nextel West Corp. Section: Amendment to Interconnection Agreement between Nextel West Corporation and Southwestern Bell Telephone, L.P.	<p><u>Signatures continued on next page</u></p> <p><u>Amendment to Interconnection Agreement</u> between <u>Nextel West Corp.</u> and <u>Southwestern Bell Telephone Company</u></p> <p>Pursuant to this Amendment (the "Amendment") Nextel West Corp., a Delaware Corporation, ("Nextel") 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 dated August 25, 1998 and approved by the Missouri Public Service Commission, as amended ("the Agreement").</p> <p>WHEREAS, Sprint and AT&T agree to amend the Agreement as set forth herein;</p> <p>NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt</p>			

DISPUTED ISSUES LIST

Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. ("Sprint") /
Southwestern Bell Telephone Company d/b/a AT&T Missouri

Dated: December 5, 2008

Issue No.	Issue Description and Section Reference	Sprint Proposed Language	Sprint Position	AT&T Proposed Language	AT&T Position
		<p><u>and sufficiency of which are hereby acknowledged, Sprint and AT&T hereby covenant and agree as follows:</u></p> <p>3. <u>The Parties agree to delete Section 18.2.1 in its entirety and replace it with the following:</u></p> <p><u>18.2 Term and Termination</u></p> <p><u>18.2.1 SWBT and Carrier agree to interconnect pursuant to the terms defined in this Agreement for an initial period terminating November 21, 2011, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60)</u></p>			

DISPUTED ISSUES LIST

Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. ("Sprint") /
Southwestern Bell Telephone Company d/b/a AT&T Missouri

Dated: December 5, 2008

Issue No.	Issue Description and Section Reference	Sprint Proposed Language	Sprint Position	AT&T Proposed Language	AT&T Position
		<p><u>days in advance of the date of termination; provided, however, that no such termination shall be effective prior to the date one year from the Effective Date of this Agreement. By mutual agreement, SWBT and Carrier may amend this Agreement in writing to modify its terms.</u></p> <p><u>2. All other provisions of this Agreement, as amended, shall remain in full force and effect.</u></p> <p><u>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.</u></p> <p><u>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.</u></p>			

DISPUTED ISSUES LIST

Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. ("Sprint") /
Southwestern Bell Telephone Company d/b/a AT&T Missouri

Dated: December 5, 2008

Issue No.	Issue Description and Section Reference	Sprint Proposed Language	Sprint Position	AT&T Proposed Language	AT&T Position
		[Signatures continued on next page]			