

TRAFFIC EXCHANGE AGREEMENT AMENDMENT

THIS TRAFFIC EXCHANGE AGREEMENT AMENDMENT (the "Amendment"), is entered into by and between Mashell Telecom, Inc. ("Company"), and Sprint Spectrum L.P. ("Sprint Spectrum") and Nextel Operations, Inc., a Delaware corporation, acting in its authority as agent for the benefit of Nextel West Corp., a Delaware corporation ("Nextel"). Sprint Spectrum and Nextel are hereinafter collectively referred to as "Sprint." This Amendment is effective as of the 1st day of December, 2005 (the "Effective Date"). The term "Party" shall refer to Company, Nextel and Sprint in their individual capacities and, the term "Parties" shall refer to Company, Nextel and Sprint collectively. This Amendment is to that certain Traffic Exchange Agreement dated as of January 1, 2004 ("Agreement").

RECITALS

1. Since the execution of the Agreement, Sprint Spectrum and Nextel have merged. The purpose of this Amendment is to add Nextel to the Agreement.

Based upon the foregoing, and the promises and benefits contained herein, the Parties hereby agree as follows:

AMENDMENT

1. The Agreement is hereby amended to include an attachment to be used for the traffic exchanged for the former Nextel operations, which attachment is attached hereto, and is included herein as though set forth in full, as "Attachment 2."

2. The ratios and rates set out on Attachment 2 shall be used by the Parties for the calculation of compensation related to the traffic exchanged between the Parties that originates from or terminates to NPA/NXX combinations related to the operations of Nextel operating under Operating Company Numbers 6232 and 553A. Invoices for the net billing of the Nextel and Company's usage shall be separate from the Sprint PCS usage and be rendered to the billing address as provided by Nextel in Exhibit 1 to this Amendment.

3. In all other respects, the Agreement remains in full force and effect.

4. This Amendment shall be filed with the appropriate state commission as an Amendment to the Agreement.

Entered into as of the Effective Date set forth above.

Mashell Telecom, Inc.

By: 

Arne L. Haynes

Its: President

Sprint

By: 

W. Richard Morris

Its: Vice-President External Affairs

EXHIBIT 1

BILLING ADDRESS

Nextel
2003 Edmund Halley Drive
Bldg E
Reston, VA 20191

Attachment 2 Rates

1.	<u>Traffic Factors</u>	
	Land-to-Mobile	.33
	Mobile-to-Land	.67
2.	<u>Net Balance of Traffic</u>	.34
3.	<u>Usage Factors</u>	
	Percent Local Usage (PLU)	.98
	Inter MTA Factor*	.02
4.	<u>Compensation Rates</u>	
	Local Call Termination Rate	\$.020 per minute of use
	InterMTA Usage Termination Rate	Per Access Service Tariff
	IntraState Switched Access	0.137113**
	InterState Switched Access	NECA Band 8*

*This factor will be applied as 50% interstate usage and 50% intrastate usage.

**Rates will change as tariff changes are made. Company will inform Nextel at the time tariff changes occur.