

AMENDMENT NO. ONE TO
CMRS INTERCONNECTION AGREEMENT
BETWEEN
SPRINT and SPRINT PCS

This Amendment is made this 10th day of December, 2003, by and between United Telephone Company of the Northwest ("Sprint") and 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 Cox Communications PCS, L.P. a Delaware limited partnership and APC PCS, L.L.C. a Delaware limited partnership and PhillieCo, L.P., a Delaware limited partnership and its Affiliates, all entities jointly d/b/a Sprint PCS, ("Carrier"). (Sprint and Carrier may be referred to individually as a "Party" and collectively as the "Parties").

BACKGROUND:

The Parties entered into a CMRS Interconnection Agreement ("Agreement") on July 1, 2002 for the state of Washington.

The Parties wish to amend the Agreement to reflect the terms, conditions and rates for work necessary to allow Carrier to port in or port out individual numbers assigned to Carrier's end user customers associated with Type 1 interconnection arrangements ("Amendment").

In consideration of the promises and agreements contained in this Amendment, the Parties agree as follows:

TERMS AND CONDITIONS:

For Type 1 interconnections, when a third party carrier submits an order to port a number from Carrier to the third party or when an order is submitted to port a number to Carrier, the Translations Rearrangement Charge on Attachment A will apply for each number associated with Carrier's Type 1 interconnection arrangements. The Translation Rearrangement Charge will not be applicable to the Carrier's Type 2 interconnection arrangements. Sprint will assess the service order charges, electronic or manual, for each order submitted by Carrier. Attachment A is hereby incorporated into and made a part of this Amendment.

GENERAL

Other than as set forth above, the Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, this Amendment will control.

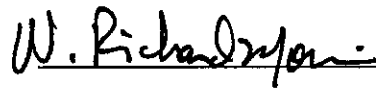
This Amendment No. One executed by authorized representatives of Sprint and Carrier is made a part of and incorporates the terms and conditions of the Agreement.

IN WITNESS WHEREOF, Sprint and Carrier has caused this Amendment No. One to be executed by its duly authorized representatives.

"Sprint" United Telephone Company of the
Northwest

"Carrier" Sprint PCS

By: 

By: 

Name (typed): William E. Cheek

Name: W. Richard Morris

Title: President Wholesale Markets

Title: Vice President External Affairs

Date: 12/15/03

Date: DEC 16 2003

Price Schedule

Translations Rearrangement Charge	\$30.00

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