

***Customer Name: MetroPCS Texas, LLC***

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CLEC Agreement with:

MetroPCS Texas, LLC

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between MetroPCS Texas, LLC ("MetroPCS"), a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc. d/b/a AT&T Louisiana ("AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, MetroPCS has adopted the T-Mobile USA, Inc. Agreement for the State of Louisiana ("the MFN Agreement");

WHEREAS, MetroPCS has requested that AT&T make available the T-Mobile USA, Inc. Interconnection Agreement in its entirety executed between AT&T and T-Mobile USA, Inc. dated May 1, 2003 for the state of Louisiana.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, MetroPCS and AT&T hereby agree as follows:

1. **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. MetroPCS and AT&T shall adopt in its entirety the T-Mobile USA, Inc. Interconnection Agreement dated May 1, 2003 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The T-Mobile USA, Inc. Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Title Page	3
Table of Contents	1
Exhibit 1	32
Amendment with last signature dated May 12, 2004	4
Amendment with last signature dated April 30, 2006	3
Amendment with last signature dated April 21, 2008	2
TOTAL	49

3. In the event that MetroPCS consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of MetroPCS under this Agreement.

4. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in the Amendment to the T-Mobile USA, Inc. Interconnection Agreement signed by AT&T on April 21, 2008.
5. MetroPCS shall accept and incorporate any amendments to the T-Mobile USA, Inc. Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
6. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of future government regulation or other action.
7. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398

and

Business Markets Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

MetroPCS Texas, LLC

Douglas S. Glen
SVP, Corporate Development
2250 Lakeside Blvd.
Richardson, TX 75082

Telephone No. 214-570-5800
Facsimile No. 214-570-7871
Email dglen@metropcs.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless

otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails. Notice by email shall be effective on the date sent.

MetroPCS Texas, LLC

By: 

Name: Ed Chao

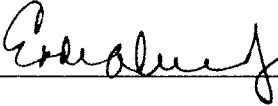
(Print or Type)

Title: SVP, Engg & Ops

(Print or Type)

Date: 3/18/2009

BellSouth Telecommunications, Inc.
d/b/a AT&T Louisiana by AT&T Operations,
Inc., its authorized agent

By: 

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 4-3-09

OCN #

ACNA

LOUISIANA

5562

MQS

EXHIBIT 1

AT&T Wholesale Amendment

Contract Number: 17842

**AMENDMENT TO THE AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T LOUISIANA
AND
METROPCS TEXAS, LLC**

This Amendment (the "Amendment") amends the Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Louisiana, hereinafter referred to as "AT&T" or "BellSouth" and MetroPCS Texas, LLC ("Carrier" or "Customer"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and Carrier are parties to a Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved August 12, 2010 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Parties agree to include the following definition of IntraMTA Traffic:

"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the Customer, customer or end user of AT&T and the Carrier's Customer, customer or end user. All references to Local Traffic or local traffic, in the Agreement are hereby replaced by the term "IntraMTA Traffic".

2. Effective July 1, 2012, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties. This provision does not apply to transit traffic.
3. The Parties agree to replace the CMRS Local Interconnection Rates per Minute of Use for Type 2A, Type 1 and Type 2B in Attachment B-1 of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. Attachment B-2 shall remain the same.
4. The Parties agree that the terms and conditions of this Agreement shall apply only to CMRS traffic that, at the beginning of the call, originates from or terminates to a wireless handset via the Carrier.
5. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
6. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
7. 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.



8. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
9. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

MetroPCS Texas, LLC

Signature: Eric Hs

Name: Chris King
(Print or Type)

Title: Manager, Carrier Relations
(Print or Type)

Date: 1-21-2013

BellSouth Telecommunications, LLC d/b/a AT&T Louisiana
by AT&T Services, Inc., its authorized agent.

Signature: Patrick Doherty

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 1-30-13

PRICING SHEET

EXHIBIT A
CMRS PROVIDER /AT&T
Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	LA	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	LA	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk