AMENDMENT TO
PAGING INTERCONNECTION AGREEMENT
BY AND BETWEEN
ILLINOIS BELL TELEPHONE COMPANY D/B/A AT&T ILLINOIS, INDIANA BELL TELEPHONE COMPANY INCORPORATED D/B/A AT&T INDIANA, MICHIGAN BELL TELEPHONE COMPANY D/B/A AT&T MICHIGAN, NEVADA BELL TELEPHONE COMPANY D/B/A AT&T NEVADA, THE OHIO BELL TELEPHONE COMPANY D/B/A AT&T OHIO, PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA, THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY D/B/A AT&T CONNECTICUT, SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T ARKANSAS, AT&T KANSAS, AT&T MISSOURI, AT&T OKLAHOMA AND AT&T TEXAS, AND WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN AND METROCALL, INC.

This Amendment to the Paging Interconnection Agreement (the "Amendment") is dated as of December 21, 2006 , by and between Illinois Bell Telephone Company d/b/a AT&T Illinois, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin ("AT&T-13State") and USA Mobility Wireless, Inc. (f/k/a Metrocall, Inc.), with its principal offices at 6677 Richmond Highway, Alexandria, VA 22306 ("USA Mobility").

WHEREAS, AT&T-13State and Metrocall, Inc. ("Metrocall") are the parties to that certain "Paging Interconnection Agreement" dated as of December 21, 2006 (the "Agreement"); and

WHEREAS, Metrocall has changed its name to "USA Mobility Wireless, Inc.", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T-13State and USA Mobility hereby agree as follows:

1. The Agreement is hereby amended to reflect the name change from "Metrocall" to "USA Mobility."
2. AT&T-13State shall reflect that name change from "Metrocall" to "USA Mobility" only for the main billing account (header card) for each of the accounts previously billed to Metrocall. AT&T-13State shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T-13State's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, USA Mobility affirms, represents, and warrants that the OCN for those accounts shall not change from that previously used by Metrocall with AT&T13State for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
3. Once this Amendment is effective, USA Mobility shall operate with AT&T-13State under the "USA Mobility" name for those accounts. Such operation shall include, by way of example only, submitting orders under USA Mobility, and labeling (including re-labeling) equipment and facilities with USA Mobility.
4. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
5. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
6. 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.

7. This Amendment shall be filed with and is subject to approval by the Public Utilities Commission of the State of California, the Illinois Commerce Commission, the Indiana Utilities Regulatory Commission, the Kansas Corporation Commission, the Michigan Public Service Commission, the Missouri Public Service Commission, the Public Utilities Commission of Nevada, the Oklahoma Corporation Commission, the Public Utility Commission of Texas and the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission. This Amendment shall be filed with the Arkansas Public Service Commission and shall become effective upon filing. This Amendment shall become effective upon approval by the Connecticut Department of Public Utility Control. Based on the Public Utilities Commission of Ohio, the Amendment is effective upon filing and is deemed approved by operation of law on the 31st day after filing.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date above.

USA Mobility Wireless, Inc.

By: Kathryn Wenrich

Printed: Kathryn Wenrich

Title: VP, Telecom Services
(Print or Type)

Date: 10/16/07

Illinois Bell Telephone Company d/b/a AT&T Illinois,, Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas and Wisconsin Bell Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent AT&T ILEC d/b/a AT&T State by AT&T Operations, Inc., its authorized agent

By: [illegible]

Printed: Eddie A. Reed, Jr.

Title: **Director - Contract Management**
(Print or Type)

Date: 10.21.07

	ACNA	RESALE OCN #	UNE OCN #	SWITCH-BASED OCN #
ARKANSAS	SEE ICA	N/A	N/A	6630/6521
CALIFORNIA	SEE ICA	N/A	N/A	6630/6521
CONNECTICUT	SEE ICA	N/A	N/A	6630/6521
ILLINOIS	SEE ICA	N/A	N/A	6630/6521
INDIANA	SEE ICA	N/A	N/A	6630/6521
KANSAS	SEE ICA	N/A	N/A	6630/6521
MICHIGAN	SEE ICA	N/A	N/A	6630/6521
MISSOURI	SEE ICA	N/A	N/A	6630/6521
NEVADA	SEE ICA	N/A	N/A	6630/6521
OHIO	SEE ICA	N/A	N/A	6630/6521
OKLAHOMA	SEE ICA	N/A	N/A	6630/6521
TEXAS	SEE ICA	N/A	N/A	6630/6521
WISCONSIN	SEE ICA	N/A	N/A	6630/6521