

**AMENDMENT No. 5**  
**ENTERPRISE AGREEMENT FOR EQUIPMENT AND SERVICES**  
**GTA 187**

This Amendment No. 5 is made this 25th day of February, 2009, by and between the **GEORGIA TECHNOLOGY AUTHORITY ("GTA")** and **NEW CINGULAR WIRELESS NATIONAL ACCOUNTS, L.L.C. ("Contractor")**.

WHEREAS, heretofore GTA entered into that certain **Enterprise Agreement for Equipment and Services** on **February 17, 2005**, with respect to certain services to be provided to GTA by Contractor, as more particularly described therein as amended by the following amendments (collectively, the **Enterprise Agreement for Equipment and Services** and all the Amendments hereinafter referred to as the "Agreement"):

Amendment No. 1, entered into on July 1<sup>st</sup>, 2005; and  
Amendment No. 2, entered into on July 1<sup>st</sup>, 2006; and  
Amendment No. 3, entered into on July 1<sup>st</sup>, 2007; and  
Amendment No. 4, entered into on December 1<sup>st</sup>, 2008.

WHEREAS, on or about **July 7<sup>th</sup>, 2007** Contractor merged with **AT&T MOBILITY NATIONAL ACCOUNTS L.L.C.** and Contractor desires to unconditionally and absolutely transfer and assign to **AT&T MOBILITY NATIONAL ACCOUNTS L.L.C.** all of Contractor's right, title and interest in and to the contract and **AT&T MOBILITY NATIONAL ACCOUNTS L.L.C.** desires to accept such transfer and assignment, all as set forth below;

WHEREAS, the parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment by Contractor and Name Change. Contractor does hereby absolutely and unconditionally transfer, assign, grant and convey to **AT&T MOBILITY NATIONAL ACCOUNTS L.L.C.** all of Contractor's right, title and interest in and to the Agreement; to have and to hold the same unto **AT&T MOBILITY NATIONAL ACCOUNTS L.L.C.**, its successors and assigns. **AT&T MOBILITY NATIONAL ACCOUNTS L.L.C.** hereby accepts said transfer and assignment of the Agreement and hereby assumes and agrees to observe, perform and fulfill, pay and discharge, as the case may be, as and when due, all duties, obligations and liabilities of Contractor to GTA under the Agreement. All references in the Agreement to **NEW CINGULAR WIRELESS NATIONAL ACCOUNTS, L.L.C.** are hereby replaced with **AT&T MOBILITY NATIONAL ACCOUNTS L.L.C.**
2. Term. The Agreement is hereby amended by extending the Term on a month to month basis until **June 30<sup>th</sup>, 2009**.

3. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
4. Successors and Assigns. This Amendment No. 5 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
5. Entire Agreement. Except as expressly modified by this Amendment No. 5, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 5 and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 5 to be duly executed by their authorized representatives as of the date set forth above.

**NEW CINGULAR WIRELESS  
AUTHORITY  
NATIONAL ACCOUNTS, L.L.C.**

By: Cathleen M. Pryor  
Name: Cathleen M. Pryor  
Title: V.P., Contracts  
Date: 2/27/09

**GEORGIA TECHNOLOGY**

By: Naomi Richardson  
Name: Naomi Richardson  
Title: Retained Services Officer  
Date: 3-2-09

**AT&T MOBILITY NATIONAL ACCOUNTS L.L.C**

By: Cathleen M. Pryor  
Name: Cathleen M. Pryor  
Title: V.P., Contracts  
Date: 2/27/09



Georgia Technology Authority  
Internal Support Services Approved

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2-27-09