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April 30, 2008

Ms. Stephanie Stumbo
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

RECEIVED

MAY 2 2008

**PUBLIC SERVICE
COMMISSION**

Re: Filing of Agreement and Amendments

Dear Ms. Stumbo:

Enclosed for filing is a CD-ROM containing the following Agreement and Amendments. These documents have been electronically filed with the Commission.

Level 3 Communications, LLC
Interconnection Amendment
Case No. 00711

Snap Telecommunications, Inc.
Resale Agreement

T-Mobile USA, Inc.
f/k/a VoiceStream Wireless Corporation
CMRS Amendment
Case No. 00187

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Mary K. Keyer
General Counsel/Kentucky

Enclosure

710287



**Amendment to the Agreement
Between**

**T-Mobile USA, Inc.
and**

**BellSouth Telecommunications, Inc.,
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky,
AT&T Mississippi, AT&T North Carolina, AT&T South Carolina
and AT&T Tennessee
Effective May 1, 2003**

Pursuant to this Amendment, (the "Amendment"), T-Mobile, USA, Inc. ("T-Mobile") and BellSouth Telecommunications, Inc., now d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (collectively, "AT&T"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties effective May 1, 2003 (the "Agreement").

WHEREAS, AT&T and T-Mobile entered into the Agreement effective May 1, 2003, and:

WHEREAS, the Parties desire to amend the Agreement in order to extend the term of the Agreement;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

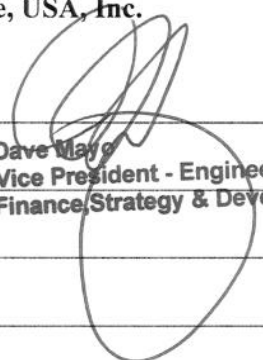
1. The term of the Agreement shall be extended three (3) years from the date of T-Mobile's extension request to January 7, 2011.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment, neither 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 may have not yet incorporated into the Agreement or which may be the subject of further review.
4. This Amendment shall be filed with and is subject to approval by the respective State Commissions in which the Agreement has been filed and approved; this Amendment shall be effective upon approval by the respective State Commissions (the "Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.


**BellSouth Telecommunications, Inc. ,
by AT&T Operations, Inc., its authorized agent.**

By: Kathy Wilson-Chu
Name: Kathy Wilson-Chu
Title: Director
Date: 4/21/08

T-Mobile, USA, Inc.

By: 
Name: **Dave Mayo**
Vice President - Engineering
Finance, Strategy & Development
Title: _____
Date: _____

T-Mobile Legal Approval By:


4-2-05