

**Creighton E. Mershon, Sr.**  
**Attorney At Law**

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June 8, 2006

Ms. Beth O'Donnell  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P. O. Box 615  
Frankfort, KY 40602

Re: Filing of Interconnection and Resale Agreements/Amendments

Dear Ms. O'Donnell:

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

Access Point, Inc.  
Interconnection Amendment 1998-00022  
Case No. 00343 - AM 12

ALEC, Inc.  
Interconnection Amendment 1997-00256  
Case No. 00353 - AM 10

Birch Telecom of the South, Inc.  
Interconnection Amendment 2000-00261  
Case No. 00036 - AM 16

Budgetel Systems, Inc.  
Resale Agreement  
Case No. 00635 - AR 02

Columbus Local Communications  
Interconnection Agreement 1998-00490  
Case No. 00196 - AM 05

Grande Communications Networks, Inc.  
Interconnection Amendment  
Case No. 00262 - AM 07

Home Phone of Kentucky LLC  
Resale Agreement  
Case No. 00660 - AR 02

Madison River Communications, LLC  
Interconnection Amendment 1999-00006  
Case No. 00239 - AM 07

North American Telecommunications  
Corporation 1998-00035  
Interconnection Agreement 00205 - AM 02

Sprint Communications Company L.P.  
Interconnection Amendment 2000-00480  
Case No. 00285 - AM 13

Telephone One Inc.  
Resale Agreement 1999-00208  
Case No. 00358 - AM 03

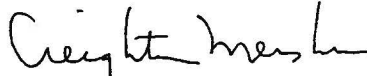
T-Mobile USA, Inc.  
Collocation Amendment 1997-00233  
CMRS Amendment  
Case No. 00187 - AM 06 & 07

YMax Communications Corp.  
Interconnection Agreement and Amendment  
~~Resale Agreement~~ 00849-AI 01  
00849-AM 01

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

Sincerely,



Creighton E. Mershon, Sr.

Enclosure

636784

**Amendment to the Agreement  
Between  
T-Mobile USA, Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated: May 1, 2003**

Pursuant to this Amendment, (the "Amendment"), T-Mobile USA, Inc. and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Physical Collocation Agreement between the Parties dated May 1, 2003 (Agreement) to be effective date of the last signature executing the Amendment (Effective Date).

WHEREAS, BellSouth and T-Mobile USA, Inc. entered into the Agreement on May 1, 2003, and;

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 Parties agree to delete subsection C. of Section 1.8, Term of the Agreement and replace it with the following:

**C.** Either Party's request under this Section will, for purposes, be treated as a request under Section 252 of the Act for negotiation received by an incumbent local exchange carrier and will begin the process of voluntary negotiations. If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall continue in full force and effect, on a month-to-month basis, while the Parties are within negotiation/arbitration process outlined in Section 252 of the Telecommunications Act, as may be amended. If the Section 252 process is abandoned, then this Agreement shall automatically renew for additional six (6) month term, unless either Party provides written notice of termination to the other Party at least sixty (60) days prior to the end of the then-current term.

2. All of the other provisions of the Agreement, dated May 1, 2003, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

**BellSouth Telecommunications, Inc.**

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 5/1/06

**T-Mobile USA, Inc.**

By: Dave Mayo

Name: Dave Mayo

Title: VP Eng & Ops, Finance & Planning

Date: 04/30/2006