

Creighton E. Mershon, Sr.
Attorney At Law

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

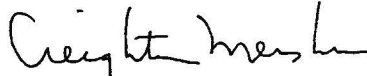
T-Mobile USA, Inc.
Collocation Amendment 1997-00233
CMRS Amendment
Case No. 00187 - AM 06 & 07

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

**SECOND AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
BELL SOUTH TELECOMMUNICATIONS, INC.
AND
T-MOBILE USA, INC.
DATED MAY 1, 2003**

Pursuant this Amendment, (the "Amendment") and BellSouth Telecommunications, Inc., and T-Mobile USA, Inc. hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 1, 2003.

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

NOW THEREFORE, in consideration of the mutual promises and covenants 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 all references to the state of Louisiana from this Agreement.
2. The Parties agree to delete subsection A. of Section III., Term of the Agreement and replace it with the following:
 - A. The term of this Agreement shall be the Effective Date as set forth above and shall expire as of November 1, 2006. The Agreement shall apply to the BellSouth territory in the states of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina and Tennessee.
3. The Parties agree to delete subsection C of Section III., 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.

4. The Parties agree to delete subsection C. of Section VII., Non-Local Traffic Interconnection and replace it with the following:

C. If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a third party telecommunications carrier that is uniquely identifiable ("Third Party Carrier"), then BellSouth will bill Carrier and Carrier shall pay a \$.003 per minute intermediary charge for such Intermediary Traffic in addition to any charges that BellSouth may be obligated to pay to the Third Party Carrier (collectively called "Third Party Termination Charges"). Third Party Termination Charges may change during the term of this Agreement, and the appropriate rate shall be the rate in effect when the traffic is terminated. The Parties agree the percentage of Non-Local Traffic delivered to BellSouth by Carrier shall be subject to Intermediary Charges and Third Party Termination Charges. BellSouth shall not deliver Intermediary Traffic to Carrier for termination to a Third Party Carrier, and therefore, Carrier shall not bill BellSouth any intermediary charges. Intermediary Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for Intermediary Traffic transiting BellSouth's network. In addition, Carrier shall not bill BellSouth for Traffic received by BellSouth from an interexchange carrier for delivery to Carrier.

5. The Parties agree to delete subsection F. of Section VIII., Meet Point Billing and replace it with the following:

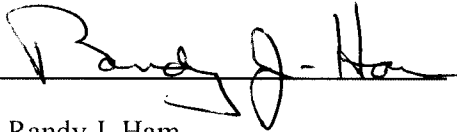
F. Exchange of records will begin no earlier than ninety (90) days from the later of the date the contract is signed or the date that all necessary information as defined in Section VII.B. above is provided. Once Carrier sets up MPB arrangements for Intermediary Traffic, Intermediary Traffic will be subject to only the \$.003 per minute Intermediary Charge (or such other rate ordered by the state), and Third Party Termination Charge shall not apply. Notwithstanding the foregoing, in the event a Third Party Carrier continues to charge BellSouth for Carriers' Intermediary Traffic, Carrier agrees to keep BellSouth whole for such traffic as stipulated in Section VII.C. above. MPB as described in this Section VIII anticipates that Carrier will enter into interconnection or traffic exchange agreements with Third Party Carriers who terminate traffic originated by Carrier. Carrier will be liable to BellSouth for any charges, costs and fees BellSouth may incur delivering Carrier's Intermediary Traffic.

6. All of the other provisions of the Interconnection Agreement, dated May 1, 2003, shall remain in full force and effect.

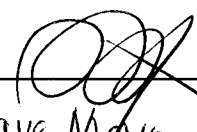
7. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

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

BellSouth Telecommunications, Inc.

By: 
Name: Randy J. Ham
Assistant Director -
Title: Wireless Interconnection
Date: 4/30/06

T-Mobile USA, Inc.

By: 
Name: Dave Mayo
Title: VP Eng. + Ops. Finance & Planning
Date: 04/30/2006