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January 15, 2013

Mr. Jeff Derouen  
Executive Director  
Public Service Commission  
211 Sower Boulevard  
P. O. Box 615  
Frankfort, KY 40602

Re: Filing of Amendments

Dear Mr. Derouen:

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

Nextel West Corporation  
Interconnection Amendment  
Case No. 00905

NPCR, Inc. d/b/a Nextel Partners  
Interconnection Amendment  
Case No. 00906

Sprint Communications Company L.P.  
Interconnection Amendment  
Case No. 00285

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

Sincerely,



Mary K. Keyer

Enclosure

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
NPCR, INC. D/B/A NEXTEL PARTNERS  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T KENTUCKY**

This Amendment (the "Amendment") amends the Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T Kentucky ("AT&T Kentucky") and NPCR, Inc. d/b/a Nextel Partners ("Nextel"). AT&T Kentucky and Nextel are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T Kentucky and Nextel are parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), that was effective, January 7, 2008 and as subsequently amended (the "Agreement"); and

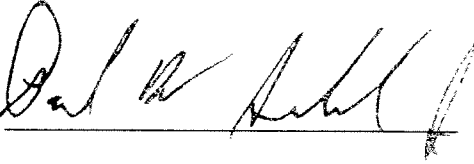
**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

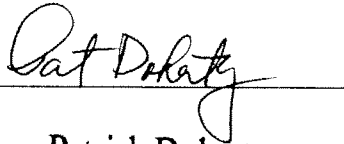
1. The Parties agree to delete Sections 3.1, 3.2, 3.3 and 3.4 of the General Terms and Conditions – Part A in their entirety and replace them with the following:
  - 3.1 Either Party may request the commencement of negotiations for a subsequent agreement at any time; provided, however, that such request is no more than one hundred and eighty (180) days prior to the expiration of this Agreement.
  - 3.2 If, after one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 3.1 above, the Parties are unable to negotiate new terms, conditions and prices for a subsequent agreement either Party may petition the Commission to establish appropriate terms, conditions and prices for the subsequent agreement, pursuant to 47 U.S.C. 252.
  - 3.3 Notwithstanding the foregoing, and except as set forth in Section 3.4 below, in the event that this Agreement converts to a month-to-month term, and the Parties are not in negotiation pursuant to Section 252 of the Act, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. If BellSouth provides notice to Sprint, by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested, that BellSouth intends to terminate the Agreement, then Sprint shall have thirty (30) calendar days from receipt of such notice, to provide written notice to BellSouth (also by express delivery service or mailed via certified mail or first class U.S. Postal Service, with postage prepaid and a return receipt requested), if Sprint wishes to negotiate a subsequent agreement, pursuant to Section 252 of the Act. If Sprint responds to BellSouth that it does wish to negotiate a subsequent agreement, then BellSouth's notice of termination and ability to convert to BellSouth's then current standard interconnection agreement will be tolled while the Parties are in negotiations or arbitration pursuant to Section 252 of the Act. If the Parties cease to be in negotiations or arbitration pursuant to Section 252, the sixty (60) days notice period shall resume. If Sprint does not provide timely written notice to BellSouth, then BellSouth shall continue to offer services to Sprint, pursuant to BellSouth's then current standard interconnection agreement or Sprint may exercise its rights under Section 252(i) of the Act. If BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a subsequent agreement.

- 3.4 If an arbitration proceeding has been filed, in accordance with Section 252 of the Act, and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the subsequent agreement becomes effective. The terms of such subsequent agreement shall be effective as of the effective date stated in such subsequent agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the subsequent agreement or the transition from this Agreement to the subsequent agreement.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING 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 have not yet fully incorporated into this Agreement or which may be the subject of further review.
  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. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission.

NPCR, Inc. d/b/a Nextel Partners

BellSouth Telecommunications, LLC d/b/a  
AT&T Kentucky by AT&T Services, Inc., its  
authorized agent

By: 

By: 

Printed: PAUL W SCHIEBER

Printed: Patrick Doherty

Title: VP ACCESS & ADMINISTRATION  
(Print or Type)

Title: Director - Regulatory  
(Print or Type)

Date: 12/3/2012

Date: 12-11-12