



Gary Peddicord
Director – Carrier Operations

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May 16, 2012

Mr. Jeff R. Derouen
Executive Director
Public Service Commission of Kentucky
211 Sower Boulevard
Frankfort, KY 40601

Re: Amendment to the Interconnection Agreement Between Cincinnati Bell Telephone Company LLC and T-Mobile USA.

Dear Mr. Derouen:

Cincinnati Bell Telephone Company LLC submits for the Commission's review its amendment to the interconnection agreement with T-Mobile USA.

If you have any questions concerning this filing, please feel free to contact me at 513-565-3800. Thank you in advance for your assistance with this matter.

Sincerely,

A handwritten signature in blue ink that reads "Gary Peddicord".

Gary Peddicord

Director – Carrier Operations

Enclosures

**Amendment to the Interconnection Agreement between Cincinnati Bell Telephone
Company LLC and T-Mobile, USA**

This is an Amendment (“Amendment”) to the Interconnection Agreement between T-Mobile Central LLC and Powertel/Memphis, Inc. successors in interest to VoiceStream Wireless Corporation, and Cincinnati Bell Telephone Company LLC, (jointly “the Parties”).

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement (the “Agreement”), pursuant to 47 U.S.C. 251/252; and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of all Intra-MTA traffic, and that this is to be considered a change of law; and

WHEREAS, the Federal Communications Commission, in an order released December 23, 2011, has provided that such bill-and-keep arrangements, when requested before July 1, 2012, shall become effective July 1, 2012; and

WHEREAS T-Mobile elects to apply a bill-and-keep arrangement to all Intra-MTA traffic between the Parties; and

WHEREAS, the Agreement contains a “change of law” provision that authorizes the Parties to amend the Agreement to comport with a change in law; and

WHEREAS, the Parties desire to amend the Agreement to provide for a bill-and-keep arrangement, for the exchange of all Intra-MTA traffic between them, such bill-and-keep arrangement to become effective July 1, 2012;

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

1. From July 1, 2012, forward, all Non-Access Telecommunications Traffic as defined in 47 CFR 51.701, including Local Traffic as defined in the Agreement, between the Parties shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other for the transport and termination of the other's traffic.
2. This Amendment shall be effective July 1, 2012.
3. This Amendment shall remain effective as long as the Agreement remains effective between the Parties.
4. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
5. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**T-Mobile Central LLC and
Powertel/Memphis, Inc.**

By: _____

(Name)

Title: _____

Bryan Fleming

VP, Technical Systems & Business Operations

Date: _____

4/20/12

Cincinnati Bell Telephone Company LLC

By: _____

(Name)

Title: _____

DAVID L. HEIMBACH
SVP/FM

Date: _____

5-1-2012

T-Mobile Legal Approval By: _____

2012.04.19

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