



Mary K. Keyer
General Attorney
Kentucky Legal Department

AT&T Kentucky
601 W. Chestnut Street
Room 407
Louisville, KY 40203

T 502-582-8219
F 502-582-1573
mary.keyer@att.com

January 10, 2012

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.

Cricket Communications, Inc.
Interconnection Amendment
Case No. 00417

Qwest Communications Company, LLC
Interconnection Amendment
Case No. 00681

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

Sincerely,


Mary K. Keyer

Enclosure

1011779

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

This Amendment (the "Amendment") amends the Interconnection Agreement by and between BellSouth Telecommunications, LLC d/b/a AT&T KENTUCKY ("AT&T KENTUCKY") (previously referred to as BellSouth Telecommunications, Inc. d/b/a AT&T KENTUCKY) and Cricket Communications, Inc. ("Cricket"). AT&T KENTUCKY and Cricket are hereinafter referred to collectively as the "Parties" and individually as a "Party."

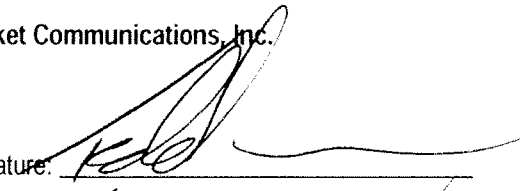
WHEREAS, AT&T KENTUCKY and Cricket are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, approved April 7, 2009, and as subsequently may have been amended (the "Agreement"); and

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

1. The Term of the Agreement is extended to February 28, 2013 (the "Term"). On March 1, 2013, the Successor Agreement having already been approved by the Commission on January 7, 2011 ("Successor Agreement") will go into effect, and the Successor Agreement will expire on March 1, 2016.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENTS 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 be filed with, and is subject to approval by, the Commission and shall become effective ten (10) days after approval by such Commission.

REST OF PAGE INTENTIONALLY LEFT BLANK

Cricket Communications, Inc.

Signature: 

Name: Todd Norman

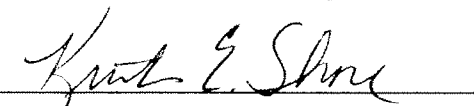
(Print or Type)

Title: PROC DIRECTOR

(Print or Type)

Date: 11/25/11

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

Signature: 

Name: Kristen E. Shore

(Print or Type)

Title: Director

(Print or Type)

Date: 12/20/11