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May 16, 2012

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PUBLIC SERVICE
COMMISSION

VIA OVERNIGHT DELIVERY

Jeff Derouen, Executive Director
Kentucky Public Service Commission
211 Sower Blvd.
Frankfurt, Kentucky 40601

Re: In the Matter of the Petition of West Kentucky Rural Telephone Cooperative Corporation, Inc. for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with New Cingular Wireless PCS, LLC and Cincinnati SMSA Limited Partnership Pursuant to the Communications Act of 1934, as amended by the Telecommunications Act of 1996;

Case No. 2006-00245

Dear Mr. Derouen:

Enclosed for filing are the original and four (4) copies of the **First Amendment** to the Interconnection Agreement for Transport and Termination of Traffic (Agreement) between West Kentucky Rural Telephone Cooperative Corporation, Inc. (West Kentucky) and New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (AT&T Mobility) and Cincinnati SMSA Limited Partnership. The First Amendment (Amendment) is the result of voluntary negotiations among the parties, pursuant to the Telecommunications Act of 1996 (the Act) and is being submitted to the Kentucky Public Service Commission (the Commission) for approval pursuant to section 252(e) of the Act.

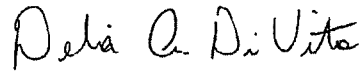
AT&T Mobility requests that the Commission approve the Amendment within ninety (90) days of its submission, as required by the Act, and states as follows:

1. By Order dated July 25, 2006, the Commission consolidated a number of arbitration proceedings into Case No. 2006-00220 for disposition, as well as 12 separate RLEC arbitration proceedings. One of the 12 proceedings was Case No. 2006-00245 which is the original docket for the Agreement;
2. The Commission approved the Agreement in an Order issued January 13, 2010 in Case No. 2006-00220;
3. The Amendment amends the Agreement to comply with the Federal Communications Commission's order released December 23, 2011 pertaining to bill-and-keep arrangements.

The parties respectfully submit that, pursuant to section 252(e)(2) of the Act, there is no basis for rejection of the Amendment because the Amendment:

- a) Does not discriminate against a carrier not a party to the Amendment; and
- b) Is consistent with the public interest, convenience and necessity.

Very truly yours,

A handwritten signature in cursive script, reading "Delia A. Di Vito".

cc: Marty Clift, West Kentucky

enclosures

**Amendment to the Interconnection Agreement between New Cingular Wireless PCS, LLC,
and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility, and
West Kentucky Rural Cooperative Corporation, Inc. d/b/a West Kentucky and Tennessee
Telecommunication Cooperative (Kentucky)**

This is an Amendment ("Amendment") to the Interconnection Agreement, dated May 29, 2008 between New Cingular Wireless PCS, LLC, a Delaware limited liability company, and its Commercial Mobile Radio Service ("CMRS") operating affiliates, d/b/a AT&T Mobility (hereafter "AT&T Mobility"), and West Kentucky Rural Cooperative Corporation, Inc. d/b/a West Kentucky and Tennessee Telecommunication Cooperative, 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 AT&T Mobility 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, with such bill-and-keep arrangement to become effective July 1, 2012, or whatever other date the FCC may determine is appropriate to begin applying a bill-and-keep arrangement to the exchange of Intra-MTA traffic;

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 Intra-MTA traffic 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 Intra-MTA traffic.
2. This Amendment shall be effective July 1, 2012.
3. In the event the Federal Communications Commission determines that the bill-and-keep exchange of Intra-MTA traffic should be applicable starting with some date after July 1, 2012, sections 1 and 2 of this Amendment shall be deemed automatically modified to reflect the subsequent date specified by the Federal Communications Commission.
4. This Amendment shall remain effective as long as the Agreement remains effective between the Parties.
5. 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.
6. 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.

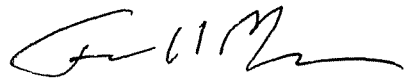
**New Cingular Wireless PCS, LLC,
and its Commercial Mobile Radio Service
operating affiliates, d/b/a AT&T Mobility**

By: 
(Name)

Title: Lead Carrier Relations Manager

Date: 5/4/12

**West Kentucky Rural Cooperative
Corporation, Inc. d/b/a West Kentucky
and Tennessee Telecommunication
Cooperative**

By: 
(Name)

Title: CEO

Date: 3-27-12