

T-Mobile

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COMMISSION

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July 10, 2012

Mr. Jeff Derouen, Executive Director
PUBLIC SERVICE COMMISSION
P.O. Box 615
Frankfort, KY 40602-0615

Re: Amendment to the Interconnection Agreement Between West Kentucky Cooperative Corporation, Inc. d/b/a West Kentucky and Tennessee Telecommunications Cooperative (“WK&T”) and T-Mobile Central L.L.C.

Dear Mr. Derouen:

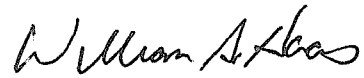
Enclosed are the original and a copy of a negotiated amendment to the Interconnection Agreement (“ICA”) between West Kentucky Cooperative Corporation, Inc. d/b/a West Kentucky and Tennessee Telecommunications Cooperative (“WK&T”) and T-Mobile USA, predecessor to T-Mobile Central L.L.C. dated January 8, 2006. The amendment modifies the ICA to implement a portion of the reform of intercarrier compensation adopted by the Federal Communications Commission (“FCC”) in its November 18, 2011 order. In its order the FCC ruled that bill-and-keep shall be the default arrangement for all Non-Access Telecommunications Traffic effective July 1, 2012. This ICA amendment was filed electronically attached as part of this Read First document.

The parties submit that to the best of their respective knowledge, this agreement does not discriminate against any other telecommunications carrier and is consistent with the public interest, and faithfully implements the reform of non-access traffic compensation adopted by the FCC.

Pursuant to Section 252(e)(4) of the Telecommunications Act of 1996 (“the Act”), it is the understanding of the parties that the amendment will become effective ninety (90) days of after submission unless the Commission rejects the negotiated interconnection agreement amendment as being against the public interest.

Please direct any inquiries regarding this amendment to me at the address below.

Sincerely,

A handwritten signature in black ink that reads "William A. Haas". The signature is written in a cursive style with a large initial "W".

William A. Haas
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Cc: Marty Clift, West Kentucky and Tennessee Telecommunications Cooperative
Bryan Fleming, VP T-Mobile

Amendment to the Interconnection Agreement between T-Mobile Central, LLC, and West Kentucky Cooperative Corporation, Inc. d/b/a West Kentucky and Tennessee Telecommunications Cooperative, "WK&T" (Kentucky)

This is an Amendment ("Amendment") to the Interconnection Agreement, effective January 8, 2006 between T-Mobile Central, LLC, 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 Non-Access Telecommunications 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 shall become effective July 1, 2012; and

WHEREAS T-Mobile Central elects to apply a bill-and-keep arrangement to all Non-Access Telecommunications 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 Non-Access Telecommunications Traffic between them, with such bill-and-keep arrangement to become effective July 1, 2012, or if the FCC determines in a subsequent date, whatever other date the FCC may determine is appropriate to begin applying a bill-and-keep arrangement to the exchange of Non-Access Telecommunications 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. The Parties intend their Agreement refer to and use the newly defined terms that the FCC has used in its new rules, including "Non-Access Telecommunications Traffic" and "Access Telecommunications Traffic." The Parties therefore amend their Agreement by replacing all references in the Agreement to "Telecommunications Traffic", "local" and "intraMTA" traffic with the term "Non-Access Telecommunications Traffic." The Parties also amend their Agreement by replacing all references in the Agreement to "toll" or "interMTA" traffic with the term, "Access Telecommunications Traffic."
2. From July 1, 2012, forward, all Non-Access Telecommunications Traffic between the Parties shall be exchanged pursuant to a bill-and-keep arrangement (that is, at a zero intercarrier compensation rate for traffic in either direction between the parties), pursuant to 47 C.F.R. § 20.11(b) and § 51.713.
3. This Amendment shall be effective July 1, 2012.
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.

T-Mobile Central, LLC

By: [Signature]
(Signature)

By: Bryan Fleming
(Name)

Title: V.P. Technical Systems ;
Business Operations

Date: 6/18/12

WK&T

By: [Signature]
(Signature)

By: Trevor R. Bonnstetter

Title: C.E.O.

Date: 06/01/12