

BellSouth Telecommunications, Inc.

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June 16, 2006

VIA HAND DELIVERY

Filed Electronically in Docket Office on 06/16/06 @ 4:08pm

Hon. Ron Jones
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

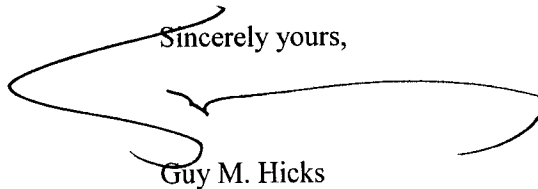
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and T-Mobile USA, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 06-00159

Dear Chairman Jones:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, T-Mobile USA, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original plus six paper copies and one electronic copy of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated May 1, 2003. The Amendment modifies the terms and conditions of Section 1.8, subsection C of the Agreement and extends the term of the Agreement to November 1, 2006.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: General Counsel, T-Mobile USA, Inc.
Carrier Management, T-Mobile USA, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and T-Mobile USA, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND T-MOBILE USA, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, T-Mobile USA, Inc. ("T-Mobile") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated May 1, 2003 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, T-Mobile and BellSouth state the following:

1. T-Mobile and BellSouth have successfully negotiated an agreement for interconnection of their networks, thereby facilitating T-Mobile's provision of commercial mobile radio services ("CMRS") to both residential and business customers in Tennessee. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 18, 2003.

2. The parties have recently negotiated an Amendment to the Agreement which modifies the terms and conditions of Section 1.8, subsection C of the Agreement and extends the term of the Agreement to November 1, 2006. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e)(2)(a)(i) of the Telecommunications Act of 1996, T-Mobile and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties is authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and T-Mobile within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. T-Mobile and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

T-Mobile and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 16th day of June, 2006.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 


Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 16th day of June, 2006:

T-Mobile USA, Inc.
ATTN: General Counsel
12920 SE 38th Street
Bellevue, WA 98006

T-Mobile USA, Inc.
ATTN: Carrier Management
12920 SE 38th Street
Bellevue, WA 98006


Guy M. Hicks

**SECOND AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
BELL SOUTH TELECOMMUNICATIONS, INC.
AND
T-MOBILE USA, INC.
DATED MAY 1, 2003**

Pursuant this Amendment, (the "Amendment") and BellSouth Telecommunications, Inc., and T-Mobile USA, Inc. hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated May 1, 2003.

WHEREAS, the BellSouth Telecommunications, Inc. and T-Mobile USA, Inc. entered into the Agreement on May 1, 2003; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete all references to the state of Louisiana from this Agreement.
2. The Parties agree to delete subsection A. of Section III., Term of the Agreement and replace it with the following:

A. The term of this Agreement shall be the Effective Date as set forth above and shall expire as of November 1, 2006. The Agreement shall apply to the BellSouth territory in the states of Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina and Tennessee.
3. The Parties agree to delete subsection C of Section III., Term of the Agreement and replace it with the following:

C. Either Party's request under this Section will, for purposes, be treated as a request under Section 252 of the Act for negotiation received by an incumbent local exchange carrier and will begin the process of voluntary negotiations. If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, this Agreement shall continue in full force and effect, on a month-to-month basis, while the Parties are within negotiation/arbitration process outlined in Section 252 of the Telecommunications Act, as may be amended. If the Section 252 process is abandoned, then this Agreement shall automatically renew for additional six (6) month term, unless either Party provides written notice of termination to

the other Party at least sixty (60) days prior to the end of the then-current term.

4. The Parties agree to delete subsection C. of Section VII., Non-Local Traffic Interconnection and replace it with the following:

C. If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a third party telecommunications carrier that is uniquely identifiable ("Third Party Carrier"), then BellSouth will bill Carrier and Carrier shall pay a \$.003 per minute intermediary charge for such Intermediary Traffic in addition to any charges that BellSouth may be obligated to pay to the Third Party Carrier (collectively called "Third Party Termination Charges"). Third Party Termination Charges may change during the term of this Agreement, and the appropriate rate shall be the rate in effect when the traffic is terminated. The Parties agree the percentage of Non-Local Traffic delivered to BellSouth by Carrier shall be subject to Intermediary Charges and Third Party Termination Charges. BellSouth shall not deliver Intermediary Traffic to Carrier for termination to a Third Party Carrier, and therefore, Carrier shall not bill BellSouth any intermediary charges. Intermediary Traffic transiting BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for Intermediary Traffic transiting BellSouth's network. In addition, Carrier shall not bill BellSouth for Traffic received by BellSouth from an interexchange carrier for delivery to Carrier.

5. The Parties agree to delete subsection F. of Section VIII., Meet Point Billing and replace it with the following:

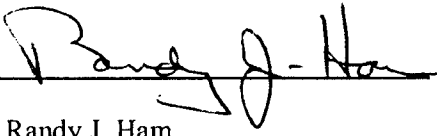
F. Exchange of records will begin no earlier than ninety (90) days from the later of the date the contract is signed or the date that all necessary information as defined in Section VII.B. above is provided. Once Carrier sets up MPB arrangements for Intermediary Traffic, Intermediary Traffic will be subject to only the \$.003 per minute Intermediary Charge (or such other rate ordered by the state), and Third Party Termination Charge shall not apply. Notwithstanding the foregoing, in the event a Third Party Carrier continues to charge BellSouth for Carriers' Intermediary Traffic, Carrier agrees to keep BellSouth whole for such traffic as stipulated in Section VII.C. above. MPB as described in this Section VIII anticipates that Carrier will enter into interconnection or traffic exchange agreements with Third Party Carriers who terminate traffic originated by Carrier. Carrier will be liable to BellSouth for any charges, costs and fees BellSouth may incur delivering Carrier's Intermediary Traffic.

6. All of the other provisions of the Interconnection Agreement, dated May 1, 2003, shall remain in full force and effect.


7. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: 
Name: Randy J. Ham
Assistant Director -
Title: Wireless Interconnection
Date: 4/30/06

T-Mobile USA, Inc.

By: 
Name: Dave Mayo
Title: VP Eng. + Ops. Finance + Planning
Date: 04/30/2006