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September 7, 2007

VIA HAND DELIVERY

Hon. Eddie Roberson
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

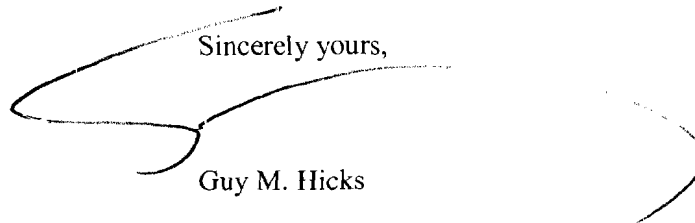
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and New Cingular Wireless PCS, LLC Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 07-00210

Dear Chairman Roberson:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, New Cingular Wireless PCS, LLC 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 June 10, 2005. The Amendment modifies Section VIII of the Agreement which relates to Non-Local Traffic Interconnection and Compensation.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Senior Interconnection Manager, New Cingular Wireless PCS, LLC
Attn: Legal – Interconnection, Cingular Wireless

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and New Cingular Wireless PCS, LLC 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 NEW CINGULAR WIRELESS PCS, LLC
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, New Cingular Wireless PCS, LLC ("Cingular") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 10, 2005 (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, Cingular and BellSouth state the following:

1. Cingular and BellSouth have successfully negotiated an agreement for interconnection of their networks, thereby facilitating Cingular'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 October 17, 2005.

2. The parties have recently negotiated an Amendment to the Agreement which modifies Section VIII of the Agreement which relates to Non-Local Traffic Interconnection and Compensation. 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, Cingular and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties are 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 Cingular 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. Cingular 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 Agreement approved pursuant to 47 USC Section 252.

Cingular and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 7th day of Sept, 2007.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

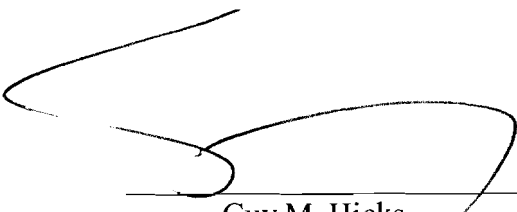
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

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 7th day of Sept, 2007:

New Cingular Wireless PCS, LLC
Attn: Senior Interconnection Manager
5565 Glenridge Connector
Suite 15206
Atlanta, GA 30342

Cingular Wireless
Attn: Legal – Interconnection
16331 NE 72nd Way (RTC 1)
Redmond, WA 98052


Guy M. Hicks

**Amendment to the Agreement
Between
New Cingular Wireless PCS, LLC
and
BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South Carolina
and AT&T Tennessee
Dated June 10, 2005**

Pursuant to this Amendment, (the "Amendment"), New Cingular Wireless PCS, LLC (Cingular) and BellSouth Telecommunications, Inc. now d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (hereinafter referred to as "AT&T"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated June 10, 2005 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, AT&T and Cingular entered into the Agreement on June 10, 2005, and:

WHEREAS, the Parties desire to amend the Agreement in order to change the transit traffic usage rate contained in the Agreement;

NOW THEREFORE, in consideration of the mutual provisions 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:

- I. Section VIII. C of the Agreement is hereby deleted in its entirety and replaced with the following:

C. If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a Third Party Carrier, then BellSouth will bill Carrier and Carrier shall pay a \$0.0024 per minute transit charge beginning on the Effective Date of this Agreement until August 31, 2005, increasing to \$0.003 for the period September 1, 2005 through July 31, 2007 and shall decrease to \$0.00225 beginning on August 1, 2007 for the remainder of the Agreement for such Transit Traffic ("Transit Charge") in addition to any charges that BellSouth may be obligated to pay to the Third Party Carrier ("Third Party Termination Charges").¹ 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. BellSouth shall not deliver Transit Traffic to Carrier for termination to a Third Party Carrier and, therefore, Carrier shall not bill BellSouth any transit charges. Traffic not originated by BellSouth transiting BellSouth's network to Carrier is not Local Traffic and Carrier

¹ The minutes of use ("MOUs") of transit traffic under this agreement, aggregated with the transit traffic MOUs of other regions, may be used to affect the transit rates for Carrier in other regions. Such aggregation of MOUs does not affect any rates in this 9-state regional agreement.

shall not bill BellSouth for such Transit Traffic transiting BellSouth's network. In addition, Traffic received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic. Except for Type 1 originated Transit Traffic, Carrier shall deliver its originated Transit Traffic to a BellSouth tandem and not to a BellSouth end office.

2. All of the other provisions of the Agreement, dated June 10, 2005, shall remain in full force and effect.

3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Signature Page

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

BellSouth Telecommunications, Inc. d/b/a
AT&T Alabama, AT&T Florida, AT&T
Georgia, AT&T Kentucky,
AT&T Louisiana, AT&T Mississippi,
AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee

By: Kathy Wilson-Chu

Name: Kathy Wilson-Chu

Title: Director

Date: 7/30/07

New Cingular Wireless PCS, LLC

By: Michael F VanWeelden

Name: MICHAEL F VANWEELDEN

Title: DIRECTOR SCM NETWORK

Date: 7/27/07


OK
7/27

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 5 day of August, 2005.

New Cingular Wireless PCS, LLC
Attn: Senior Interconnection Manager
5565 Glenridge Connector
Suite 15206
Atlanta, GA 30342

Cingular Wireless
Attn: Legal – Interconnection
16331 NE 72nd Way (RTC 1)
Redmond, WA 98052



Guy M. Hicks