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May 22, 2008

VIA HAND DELIVERY

filed electronically in docket office on 05/22/08

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

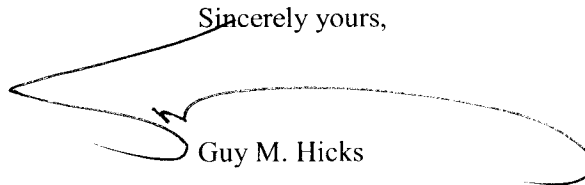
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and T-Mobile USA, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*  
Docket No. 08-00091

Dear Chairman Roberson:

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 four 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 extends the Term of the Agreement.

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 BELLSOUTH 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 extends the Term of the Agreement. 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 22 day of May, 2008.

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 22 day of May, 2008:

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

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

  
\_\_\_\_\_  
Guy M. Hicks

**Amendment to the Agreement  
Between  
T-Mobile USA, Inc.  
and  
BellSouth Telecommunications, Inc.,  
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky,  
AT&T Mississippi, AT&T North Carolina, AT&T South Carolina  
and AT&T Tennessee  
Effective May 1, 2003**

Pursuant to this Amendment, (the "Amendment"), T-Mobile, USA, Inc. ("T-Mobile") and BellSouth Telecommunications, Inc., now d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (collectively, "AT&T"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties effective May 1, 2003 (the "Agreement").

WHEREAS, AT&T and T-Mobile entered into the Agreement effective May 1, 2003, and:

WHEREAS, the Parties desire to amend the Agreement in order to extend the term of 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:

1. The term of the Agreement shall be extended three (3) years from the date of T-Mobile's extension request to January 7, 2011.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT 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 may have not yet incorporated into the Agreement or which may be the subject of further review.
4. This Amendment shall be filed with and is subject to approval by the respective State Commissions in which the Agreement has been filed and approved; this Amendment shall be effective upon approval by the respective State Commissions (the "Effective Date").

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

**BellSouth Telecommunications, Inc. ,  
by AT&T Operations, Inc., its authorized agent.**

By: Kathy Wilson-Chu  
Name: Kathy Wilson-Chu  
Title: Director  
Date: 4/21/08

**T-Mobile, USA, Inc.**

By: [Signature]  
Name: Dave May  
Title: Vice President - Engineering  
Finance Strategy & Development  
Date: \_\_\_\_\_

T-Mobile Legal Approval By:

[Signature]  
4-2-08