



Greg Follensbee
Executive Director
Regulatory Relations

AT&T Florida
150 South Monroe Street
Suite 400
Tallahassee, FL 32301 1561

T: 850.577.5555
F: 850.577-5536
greg.follensbee@att.co
m
www.att.com

January 22, 2009

Mrs. Ann Cole
Director, Division of Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of Amendment to the Interconnection Agreement between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and T-Mobile USA, Inc f/k/a Voice Stream Wireless Corp.

Dear Mrs. Cole:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast Amendment to Interconnection Agreement with T-Mobile USA, Inc f/k/a Voice Stream Wireless Corp.

The underlying agreement was filed on June 16, 2003 in Docket No. 030534 -TP.

If you have any questions, please do not hesitate to call me at (850) 577-5555.

Very truly yours,

A handwritten signature in cursive script that reads "Greg Follensbee".

Greg Follensbee
Executive Director

**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 to update the affiliates listed in Attachment A;

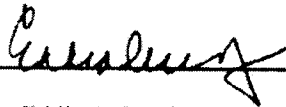
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:



1. Delete from the Agreement Attachment A and replace with Attachment A to this Amendment, which is incorporated herein by reference:
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 the date of the last signature executing the amendment (the "Effective Date").

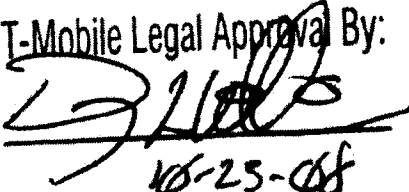
IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

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

T-Mobile USA, Inc.

By: 
Name: Eddie A. Reed, Jr.
Title: Director - Interconnection Agreements
Date: 12-15-08

By: 
Name: Dave Mayo
Title: Vice President - Engineering
Finance, Strategy & Development
Date: 

T-Mobile Legal Approval By:

10-25-08

Attachment A

AFFILIATES

T-Mobile South LLC
Powertel/Memphis, Inc.
SunCom Wireless Operating Company, L.L.C.