

INTERCONNECTION AGREEMENT BETWEEN
TRITEL COMMUNICATIONS, INC.
AND
SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORPORATION, INC.
FOR THE STATE OF
KENTUCKY

This Agreement (the "Agreement") is made by and between Tritel Communications, Inc., a Georgia corporation ("Tritel"), and South Central Rural Telephone Cooperative Corporation, Inc. ("South Central RTC") (Tritel and South Central RTC hereinafter collectively referred to as the "Parties" and each individually as a "Party").

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

1. Pursuant to Section 252(i) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), this Agreement hereby incorporates by reference, in their entirety, the rates, terms and conditions of that certain Interconnection Agreement effective May 1, 2001 by and between South Central RTC and NPCR, Inc., d/b/a Nextel Partners, and any and all existing amendments to said Interconnection Agreement as of the date of the execution of this Agreement, as approved by the Kentucky Public Service Commission (the "South Central RTC/Nextel Agreement") (attached hereto at Exhibit "A"), subject to the following:
 - (a) All references in the South Central RTC/Nextel Agreement to "NPCR and/or Nextel Partners" are deemed to be references to Tritel;
 - (b) All notices provided under this Agreement are to be provided to:

Mr. Joseph Pardue
Director – Inter Carrier Relations
Tritel Communications, Inc.
111 East Capitol Street
Suite 500
Jackson, Mississippi 39201
Tel: 601-914-8066
Fax: 601-914-8272

with a copy to:

Sean M. Foley, Esq.
Legal Counsel – Regulatory Affairs
TeleCorp PCS, Inc.
1010 N. Glebe Road, Suite 800
Arlington, Virginia 22201

Tel: 703-236-1127
Fax: 703-558-0057

with a copy to:

Norman B. Gerry
Gerry & Sapronov LLP
Attorneys for Tritel Communications, Inc.
Three Ravinia Drive
Suite 1455
Atlanta, Georgia 30346-2117
Tel: 770-399-9100
Fax: 770-395-0505

- (c) This Agreement shall be deemed effective as of [] (“Effective Date”); and
 - (d) The term of this Agreement for said state shall be for the period commencing with the Effective Date and shall expire as set forth in the General Terms and Conditions in Section 8.0 of the South Central RTC/Nextel Agreement.
2. The Parties further agree that South Central RTC shall submit this Agreement to the Kentucky Public Service Commission for approval pursuant to Section 252(e) of the Act.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below.

For Tritel Communications, Inc.
 (“Tritel”)

For South Central Rural Telephone Cooperative
Corporation, Inc.
 (“South Central RTC”)

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT “A”

**INTERCONNECTION AGREEMENT BETWEEN
SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORPORATION, INC.
AND
NPCR, INC. d/b/a NEXTEL PARTNERS**