

Agreement with:

ALLTEL Communications, Inc. (ACI)

AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between ALLTEL Communications, Inc. ("ALLTEL"), a Delaware corporation on behalf of itself, 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, (collectively, "AT&T"), having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

WHEREAS, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, pursuant to Section 252(i) of the Act, for purposes of this Agreement, ALLTEL has adopted the Cellco Partnership d/b/a Verizon Wireless interconnection agreement for the States of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee ("the MFN Agreement");

WHEREAS, ALLTEL has requested that AT&T make available the Cellco partnership d/b/a Verizon Wireless Interconnection Agreement in its entirety executed between AT&T and Cellco Partnership d/b/a Verizon Wireless dated July 15, 2002 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

NOW, THEREFORE, in consideration of the promises and mutual covenants of this Agreement, ALLTEL and AT&T hereby agree as follows:

1. **AT&T-9STATE** shall be defined as the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
2. ALLTEL and AT&T shall adopt in its entirety the Cellco Partnership d/b/a Verizon Wireless Interconnection Agreement dated July 15, 2002 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The Cellco Partnership d/b/a Verizon Wireless Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Title Page	2
Table of Contents	1
Exhibit 1	37
First Amendment dated August 15, 2002	6
Second Amendment with last signature dated March 10, 2005	25
Amendment with last signature dated January 7, 2008	3
TOTAL	78

3. In the event that ALLTEL consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of ALLTEL under this Agreement.
4. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in the Amendment to the Cellco Partnership d/b/a Verizon Wireless Interconnection Agreement signed by AT&T on January 7, 2008 and signed by Cellco Partnership d/b/a Verizon Wireless on December 20, 2007 and December 21, 2007.
5. ALLTEL shall accept and incorporate any amendments to the Cellco Partnership d/b/a Verizon Wireless Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.
6. In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Separate Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of future government regulation or other action.
7. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

AT&T

Contract Management
ATTN: Notices Manager
311 S. Akard, 9th Floor
Dallas, TX 75202-5398

and

Business Markets Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

ALLTEL Communications, Inc.

Attn: Director – Interconnection
One Allied Drive
Mailstop: 1269-B1-F03-C
Little Rock, AR 72202
Phone: 501-905-8000
Fax: 501-905-6307

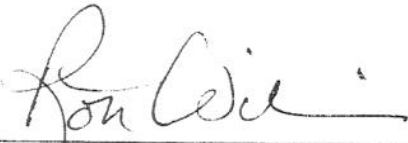
and

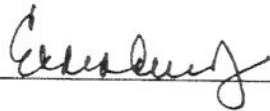
Legal Department
One Allied Drive
Mailstop: 1269-B1F06-B
Little Rock, AR 72202

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails. Notice by email shall be effective on the date sent.

ALLTEL Communications, LLC.

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 AT&T
Operations, Inc., its authorized agent

By: 

By: 

Name: Ron Williams

Name: Eddie A. Reed, Jr.

Title: Vice President - Interconnect

Title: Director-Interconnection Agreements

Date: December 15, 2008

Date: 12-19-08

	<u>OCN #</u>	<u>ACNA</u>		<u>OCN #</u>	<u>ACNA</u>
ALABAMA	_____	_____	MISSISSIPPI	_____	_____
FLORIDA	_____	_____	NO. CAROLINA	_____	_____
GEORGIA	_____	_____	SO. CAROLINA	_____	_____
LOUISIANA	_____	_____	TENNESSEE	_____	_____

EXHIBIT 1