

January 10, 2006

Mr. Bill Feldman  
Assistant Director  
Public Service Commission  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, KY 40602

RE: Letter of Agreement  
Sprint Spectrum L.P.'s Adoption of the Interconnection Agreement  
Between Kentucky Alltel, Inc., ALLTEL Kentucky, Inc. and Verizon  
Wireless

Dear Mr. Feldman:

Enclosed for filing is the original copy of a letter of agreement in the  
above-referenced matter. A copy was previously forwarded to you via e-mail.

Thank you for your cooperation in this matter. Please do not  
hesitate to contact me with any questions you may have.

Sincerely yours,



R. Cordell Pierce

Enclosure

30385298.8



Alltel  
1 Allied Drive  
Little Rock, AR 72022

Jimmy Dolan  
Manager  
Negotiations

501-905-7873  
501-905-6299 fax  
jimmy.dolan@alltel.com

October 14, 2005

Doug Puckett  
Sprint, Interconnection Services  
Mailstop: KSOPHA0310-3B420  
6330 Sprint Parkway  
Overland Park, KS 66251

RE: Agreement of adoption of an approved interconnection agreement pursuant to 47 U.S.C. 252(i).

Dear Mr. Puckett,

Alltel Kentucky, Inc. and Kentucky Alltel, Inc. (collectively "Alltel") has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Sprint Spectrum L.P. ("Sprint") wishes to adopt the terms of the Interconnection Agreement between Alltel Kentucky, Inc. and Kentucky Alltel, Inc. and Verizon Wireless ("Verizon") that was approved by the Kentucky Public Service Commission as an effective Agreement in the Commonwealth of Kentucky (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. Sprint adopts the Terms of the Verizon agreement for Interconnection with Alltel and in applying the Terms, agrees that Sprint shall be substituted in place of Verizon in the Terms wherever appropriate.
2. Sprint requests that notice to Sprint as may be required under the Terms shall be provided as follows:

To: Sprint  
Legal and Regulatory  
KSOPHN0212  
6450 Sprint Parkway  
Overland Park, KS 66251

Copy: Sprint  
Interconnection Services  
Mailstop: KSOPHA0310  
6330 Sprint Parkway  
Overland Park, KS 66251

Alltel requests that notice to Alltel as may be required under the Terms shall be provided as follows:

To: Alltel  
Wholesale Services  
One Allied Drive  
1269-B5F04-D  
Little Rock, Arkansas 72202

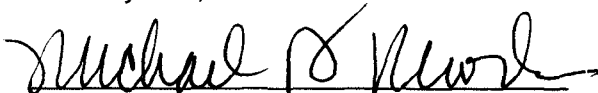
3. **Sprint represents and warrants that it is licensed to provide telecommunications service in the Commonwealth of Kentucky, and that its adoption of the Terms will be applicable to services in the Commonwealth of Kentucky only.**
4. Sprint's adoption of the Verizon Terms shall become effective upon approval of this Agreement by the Kentucky Public Service Commission and shall terminate simultaneous with the termination of the Verizon Agreement.
5. As the Terms are being adopted by you pursuant to Section 252(i) of the Act, Alltel does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Alltel of the Terms does not in any way constitute a waiver by Alltel of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Alltel of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Sprint's 252(i) election.
6. The Terms shall be subject to any and all applicable laws, rules, or regulations or changes therein that subsequently may be prescribed by any federal, Commonwealth or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. If within sixty (60) days of the effective date of such change, the Parties are unable to agree in writing upon mutually acceptable revisions to this agreement, either Party may pursue any remedies available to it at law, in equity or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.
7. Sprint agrees that Sprint's adoption of the Verizon Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between Sprint and Alltel.
8. Should Sprint attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, Alltel reserves its rights to seek appropriate legal and/or equitable relief.
9. The Parties acknowledge that Alltel is entitled to assert that it is a less than 2% carrier (as defined in 47 U.S.C. 153 and as provided by 47 U.S.C. 251(f)). By entering into this Agreement, Alltel is not waiving its right to maintain at any point during the term of this Agreement that it is a less than 2% carrier entitling it to exemption or suspension or modification under 47 U.S.C. 251(f).

during the term of this Agreement that it is a less than 2% carrier entitling it to exemption or suspension or modification under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

Alltel Kentucky, Inc.  
Kentucky Alltel, Inc.

  
(SIGNATURE)

Michael D. Rhoda  
(Print Name)

Vice President – Business Development  
(Print Title)

11/11/05  
(Date)

Reviewed and countersigned:

Sprint Spectrum L.P.

  
(SIGNATURE) Richard Morris

(Print Name)

Vice President, External Affairs

(Print Title)

10/24/05  
(Date)