

421 West Main Street  
Post Office Box 634  
Frankfort, KY 40602-0634  
[502] 223-3477  
[502] 223-4124 Fax  
www.stites.com

RECEIVED

FEB 16 2006

PUBLIC SERVICE  
COMMISSION

February 16, 2006

**HAND DELIVERED**

Mark R. Overstreet  
(502) 209-1219  
(502) 223-4387 FAX  
moverstreet@stites.com

Ms. Beth O'Donnell  
Executive Director  
Public Service Commission of Kentucky  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, Kentucky 40602-0615

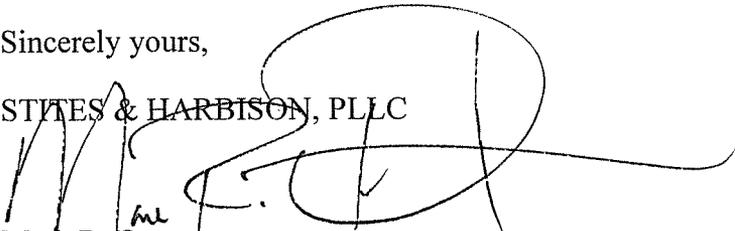
**RE: Big River Telephone Company LLC Adoption of Interconnection Agreement  
Between GTE South Incorporated and AT&T Communications of the South  
Central States**

Dear Ms. O'Donnell:

Please find enclosed and accept for filing the original and 10 copies of the Agreement of Adoption of an Approved Interconnection Agreement.

Sincerely yours,

STITES & HARBISON, PLLC

  
Mark R. Overstreet

ZZ995:99931:13664:1:FRANKFORT



Alltel  
1 Allied Drive  
Little Rock, AR 72022

Jimmy Dolan  
Manager  
Negotiations

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

January 20, 2006

Big River Telephone Company  
Gerard J. Howe  
24 S. Minnesota Ave.  
Cape Girardeau, MO 63703

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FEB 16 2006

PUBLIC SERVICE  
COMMISSION

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

Dear Mr. Howe,

Kentucky Alltel, Inc. ("Alltel") has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Big River Telephone Company, LLC ("Big River") wishes to adopt the terms of the Interconnection Agreement between GTE South Incorporated and AT&T Communications of the South Central States ("AT&T") that was approved by the Kentucky Public Service Commission as an effective Agreement in the Commonwealth of Kentucky (the "Terms") and that is being honored by Kentucky Alltel, Inc. 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. Big River adopts the Terms of the AT&T agreement for Interconnection with Alltel and in applying the Terms, agrees that Big River shall be substituted in place of AT&T in the Terms wherever appropriate.
2. Big River requests that notice to Big River as may be required under the Terms shall be provided as follows:

To: Big River Telephone Company  
John Jennings  
24 S. Minnesota Ave.  
Cape Girardeau, MO 63703

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. **Big River 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. Big River's adoption of the AT&T Terms shall become effective upon approval of this Agreement by the Kentucky Public Service Commission and shall terminate simultaneous with the termination of the AT&T 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 Big River'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, state 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. Big River agrees that Big River's adoption of the AT&T Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between Big River and Alltel.
8. Alltel reserves the right to request, at its discretion, a security deposit equal to three months estimated billing and deny Big River's adoption and/or application of the Terms, in whole or in part, at any time:
  - (A) when the costs of providing the Terms to Big River are greater than the costs of providing it to AT&T;
  - (B) if the provision of the Terms to Big River is not technically feasible; and/or to the extent Big River already has an existing Interconnection Agreement (or existing 252(i) adoption) with Alltel

and the Terms were approved before the date of approval of the existing Interconnection Agreement (or the effective date of the existing 252(i) adoption);

9. Should Big River 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.
10. 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).

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,

Kentucky Alltel, Inc.



(SIGNATURE)

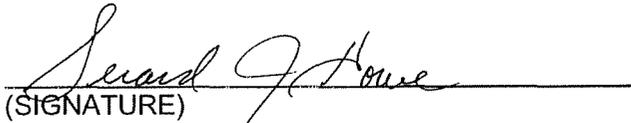
Michael D. Rhoda  
(Print Name)

VP – Wireline Regulatory and Wholesale  
(Print Title)

2/13/06  
(Date)

Reviewed and countersigned:

Big River Telephone Company, LLC



(SIGNATURE)

GERARD J Howe  
(Print Name)

CEO  
(Print Title)

1/27/2006  
(Date)