

**INTERCONNECTION AGREEMENT BETWEEN**  
**VOICESTREAM WIRELESS CORP.**  
**AND**  
**SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORPORATION, INC.**  
**FOR THE STATE OF**  
**KENTUCKY**

This Agreement (the "Agreement") is made by and between VoiceStream **Wireless Corp.**, a Delaware Corporation ("VoiceStream"), and South Central Rural Telephone Cooperative Corporation, Inc. ("SCRTC") (VoiceStream and SCRTC 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, VoiceStream and SCRTC 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 **July 1, 2001** by and between SCRTC and **SPRINT SPECTRUM L.P.**, 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 "SCRTC/**Sprint PCS** Agreement") (attached hereto at Exhibit "A"), subject to the following:
  - (a) All references in the SCRTC/**Sprint PCS** Agreement to "**SPRINT SPECTRUM L.P.**", "**SprintCom, Inc.**", "**Sprint PCS,**" and "**CMRS**" are deemed to be references to VoiceStream;
  - (b) All notices provided under this Agreement are to be provided to:

**David A. Miller**  
**Vice President of Legal Affairs**  
**VoiceStream Wireless Corporation**  
**12920 SE 38th Street**  
**Bellevue, WA 98006**  
**Telephone (425) 378-4000**  
**Fax: (425) 378-4840**

**with a copy to:**

**Chris Sykes**  
**Senior Manager, Carrier Management Group**  
**VoiceStream Wireless Corporation**  
**12920 SE 38th Street**  
**Bellevue, WA 98006**  
**Telephone (425) 378-4000**  
**Fax: (425) 378-4810**

Title:  
VoiceStream  
Address  
City, State, Zip  
Tel:  
Fax:

with a copy to:

Mr./Ms.  
Legal Counsel (if applicable)  
Address  
City, State, Zip  
Tel:  
Fax:

- (c) This Agreement shall be deemed effective as of [\_\_\_\_\_] **October 24, 2001** ("Effective Date"); ~~and~~
- (d) ~~(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 and SPRINT SPECTRUM L.P. Agreement; ~~and~~.
- (e) All rates provided under this Agreement will include any subsequent amendments executed by SCRTC and SPRINT SPECTRUM L.P., as well as any rates based upon decisions of any federal or state court or commission having jurisdiction over this Agreement.

2. The Parties further agree that SCRTC —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 VoiceStream **Wireless Corp.** \_\_\_\_\_  
("VoiceStream")

For South Central Rural  
Telephone  
Cooperative Corporation, Inc.  
("SCRTC")

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Printed Name

Name: \_\_\_\_\_  
Printed Name

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_