



**ALLTEL COMMUNICATIONS**

1 Allied Drive  
Little Rock, AR 72022

**Jimmy Dolan**  
Manager  
Negotiations

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

December 15, 2003

Douglas M. Puckett  
Sprint Communications Company L.P.  
Carrier & Interconnection Management  
KSOPHN0214-2A618  
6450 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 Nebraska, Inc. ("ALLTEL") has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Sprint Communications Company L.P. ("Sprint") wishes to adopt the terms of the Interconnection Agreement between ALLTEL Nebraska, Inc. and Level 3 Communications, LLC. ("Level 3") that was approved by the Nebraska Public Service Commission as an effective Agreement in the State of Nebraska (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 Level 3 agreement for Interconnection with ALLTEL and in applying the Terms, agrees that Sprint shall be substituted in place of Level 3 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 Communications Company L.P.  
Attn: Douglas M. Puckett  
Carrier & Interconnection Management  
KSOPHN0214-2A618  
6450 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  
1269B4F4NB  
Little Rock, Arkansas 72202

Copy: ALLTEL  
Attn: Alisha York  
One Allied Drive  
1269B4F4NB  
Little Rock, Arkansas 72202

Attn: Stephen Weeks  
One Allied Drive;  
1269B4F4NB  
Little Rock, Arkansas 72202

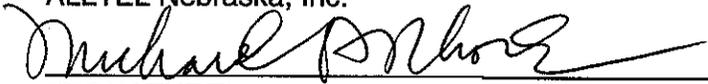
3. **Sprint represents and warrants that it is licensed to provide telecommunications service in the State of Nebraska, and that its adoption of the Terms will be applicable to services in the State of Nebraska only.**
4. Sprint's adoption of the Level 3 Terms shall become effective upon approval of this Agreement by the Nebraska Public Service Commission and shall terminate simultaneous with the termination of the Level 3 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, 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.
7. ALLTEL reserves the right to deny Sprint'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 Sprint are greater than the costs of providing it to Level 3;
  - (B) if the provision of the Terms to Sprint is not technically feasible; and/or to the extent Sprint 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);

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).

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 Nebraska, Inc.

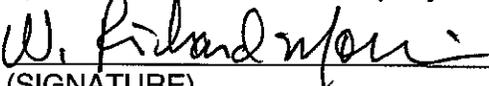
  
\_\_\_\_\_  
(SIGNATURE)

Michael D. Rhoda  
(Print Name)

Vice President – Business Development  
(Print Title)

Reviewed and countersigned:

Sprint Communications Company L.P.

  
\_\_\_\_\_  
(SIGNATURE)

W. Richard Morris  
(Print Name)

Vice President, External Affairs  
(Print Title)