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T.R.A. DOCKET ROOM

July 28, 2008

Hon. Tre Hargett, Chairman  
c/o Sharla Dillon, Docket & Records Manager  
Tennessee Regulatory Authority  
480 James Robertson Parkway  
Nashville, TN 37238

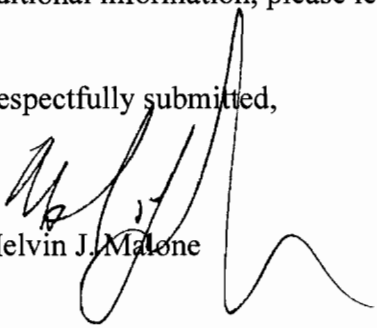
**RE: In Re: Petition Regarding Notice of Election of Interconnection Agreement by  
Nextel South Corp, TRA Docket No. 07-00161 (consolidated with TRA Docket No.  
07-00162)**

Dear Chairman Hargett:

Pursuant to, and consistent with, the Tennessee Regulatory Authority's July 17, 2008, *Order Granting Nextel South Corp.'s and Nextel Partner's Motions for Summary Judgment* in the above-captioned consolidated dockets, enclosed for filing are the executed adoption agreements, along with the required number of copies. An additional copy of this filing is enclosed to be "file-stamped" for our records.

If you have any questions or require additional information, please let me know.

Respectfully submitted,

  
Melvin J. Malone

c: Parties of Record

**By and Between**  
**BellSouth Telecommunications, Inc. d/b/a**  
**AT&T Tennessee d/b/a**  
**AT&T Southeast**  
**And**  
**NPCR, Inc. d/b/a Nextel Partners**

## AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., d/b/a AT&T Tennessee d/b/a AT&T Southeast ("AT&T"), a Georgia Corporation, having offices at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns, and NPCR, Inc. d/b/a Nextel Partners, a Delaware corporation ("Nextel Partners"), and shall be deemed effective in the state of Tennessee as of May 19, 2008 ("the Effective Date").

**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, AT&T is required to make available any interconnection agreement filed and approved pursuant to 47 U.S.C. § 252; and

**WHEREAS**, pursuant to Merger Commitment Nos. 1 and 2 under "Reducing Transaction Costs Associated with Interconnection Agreements" as required by the Federal Communications Commission in its AT&T, Inc. – BellSouth Corporation Order, i.e., *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, Memorandum Opinion and Order, Ordering Clause ¶ 227 at page 112 and Appendix F at page 149, WC Docket No. 06-74 (Adopted: December 29, 2006, Released: March 26, 2007), AT&T is also required to make available any entire effective interconnection agreement that an AT&T/BellSouth ILEC has entered in any state in the AT&T/BellSouth 22-state operating territory; and

**WHEREAS**, Nextel Partners has exercised its right to adopt in its entirety the effective interconnection agreement between Sprint Communications Company Limited Partnership a/k/a Sprint Communications Company L.P. ("Sprint CLEC") Sprint Spectrum, L.P. d/b/a Sprint PCS ("Sprint PCS") and BellSouth Telecommunications, Inc. Dated January 1, 2001 for the state of Tennessee ("the Sprint ICA").

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

1. Nextel Partners and AT&T shall adopt in its entirety the Sprint ICA, which is incorporated by this reference herein, and is also available for public view on the AT&T website at:

[http://cpr.bellsouth.com/clec/docs/all\\_states/800aa291.pdf](http://cpr.bellsouth.com/clec/docs/all_states/800aa291.pdf)

2. The term of this Agreement shall be from the Effective Date as set forth above and shall coincide with any expiration or extension of the Sprint ICA.

3. Nextel Partners and AT&T shall accept and incorporate into this Agreement any amendments to the Sprint ICA executed as a result of any final judicial, regulatory, or legislative action.

4. 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 (and email to the extent an email has been provided for notice purposes) to the same person(s) at the same addresses as identified in the Sprint ICA, including any revisions to such notice information as may be provided by Sprint CLEC and Sprint PCS from time to time, and will be deemed to equally apply to Nextel Partners unless specifically indicated otherwise in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**  
**d/b/a AT&T Tennessee d/b/a AT&T Southeast**

By: Kathy Wilson-chu  
Name: Kathy Wilson - Chu  
Title: Director  
Date: July 25, 2008

**NPCR, Inc. d/b/a Nextel Partners**

By: Craig T. Cox  
Name: Craig T Cox  
Title: V.P. Cable Ops  
Date: July 23, 2008

**By and Between**  
**BellSouth Telecommunications, Inc. d/b/a**  
**AT&T Tennessee d/b/a**  
**AT&T Southeast**  
**And**  
**Nextel South Corp.**

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**d/b/a AT&T Tennessee d/b/a AT&T Southeast**

By: Kathy Wilson-chu  
Name: Kathy Wilson-chu  
Title: Director  
Date: July 25, 2008

**Nextel South Corp.**

By: Graig T Cowden  
Name: Graig T Cowden  
Title: VP Cable Ops  
Date: July 23, 2008