



Joelle Phillips
General Attorney - TN

AT&T Tennessee
333 Commerce Street
Suite 2101
Nashville, TN 37201-1800

T: 615.214.6311
F: 615-214-7406
jp3881@att.com

May 31, 2012

VIA HAND DELIVERY filed electronically in docket office on 05/31/12

Hon. Kenneth C. Hill, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

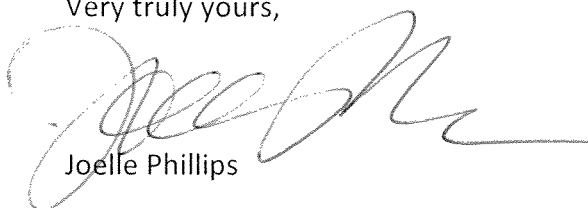
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and Alltel Communications, LLC dba Verizon Wireless*
Docket No. 12-00047

Dear Chairman Hill:

Enclosed for filing in the referenced docket are the original and one copy of the
*Petition for Approval of the Amendment to the Interconnection Agreement Negotiated by
AT&T Tennessee and Alltel Communications, LLC dba Verizon Wireless.*

AT&T Tennessee respectfully requests that the Authority approve the Amendment.

Very truly yours,



Joelle Phillips

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by AT&T Tennessee and Alltel Communications, LLC dba Verizon Wireless*

Docket No. _____

**PETITION FOR APPROVAL OF THE AMENDMENT TO THE
INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN AT&T TENNESSEE
AND ALLTEL COMMUNICATIONS, LLC dba VERIZON WIRELESS**

AT&T Tennessee ("AT&T") and Alltel Communications, LLC dba Verizon Wireless ("Alltel") file this request for approval of the Amendment to the Interconnection Agreement (the "Agreement") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Alltel and AT&T state the following:

1. The parties have recently negotiated an Amendment to the Agreement which establishes a multiple state composite Mobile Originated / Land Originated Ratio for usage billing purposes. A copy of the Amendment is attached hereto and incorporated herein by reference.
2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Alltel and AT&T are submitting their Agreement to the TRA for its consideration and approval.
3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between AT&T and Alltel within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications

carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. Alltel and AT&T aver that the Agreement is consistent with the standards for approval.

5. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, AT&T shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

Alltel and AT&T respectfully request that the TRA approve the Agreement negotiated between the parties.

Respectfully submitted,

AT&T TENNESSEE

By: 

Joelle Phillips
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6311
Attorney for AT&T

CERTIFICATE OF SERVICE

I hereby certify that on May 30, 2012, a copy of the foregoing document was served on the following, via the method indicated:

- ☐ Hand
- ☐ Mail
- ☐ Facsimile
- ☐ Overnight
- ☒ Electronic

Mr. Marc B. Sterling
Verizon Wireless
1120 Sanctuary Pkwy, #150
Alpharetta, GA 30004
marc.sterling@verizonwireless.com

A handwritten signature in black ink, appearing to read "Marc B. Sterling", is written over a horizontal line.

**AMENDMENT TO THE AGREEMENT
BETWEEN
ALLTEL COMMUNICATIONS, LLC D/B/A VERIZON WIRELESS AND
BELLSOUTH TELECOMMUNICATIONS, LLC**

This Amendment ("Amendment") amends the January 18, 2009 Interconnection Agreement between BellSouth Telecommunications, LLC, a Georgia limited liability company (formerly named BellSouth Telecommunications, Inc.), d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee (collectively referred to herein as "AT&T ILECs"), and Alltel Communications, LLC d/b/a Verizon Wireless, a Delaware limited liability company (formerly named Alltel Communications, Inc. and herein referred to as "Alltel"), on behalf of itself and its wireless service provider affiliates, as listed on the signature page of this Amendment. The AT&T ILECs and Alltel may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, the AT&T ILECs and Alltel are Parties to an Interconnection Agreement, under Sections 251 and 252 of the Telecommunications Act of 1996, for Commercial Mobile Radio Service ("CMRS"), effective January 18, 2009, and as subsequently amended (the "Agreement"); and

WHEREAS, as of January 9, 2009, Cellco Partnership d/b/a Verizon Wireless acquired Alltel Corporation and its subsidiaries, including Alltel; and

WHEREAS, the Parties desire to amend the Agreement to establish a multiple state composite Mobile Originated/Land Originated Ratio ("M/L Ratio") for usage billing purposes; and

WHEREAS, the Parties desire to amend the Agreement to establish a Shared Facility Factor, pursuant to which the AT&T ILECs will compensate Alltel for the AT&T ILEC's use of the interconnection trunks and facilities that Alltel leases from the AT&T ILECs; and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep for Local Traffic Minutes of Use exchanged between the Parties, effective July 1, 2012 and going forward;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the AT&T ILECs and Alltel hereby agree to amend the Agreement as follows:

1. The foregoing recitals are hereby incorporated into this Amendment by this reference.
2. Section IV.A.1 of the Agreement shall be amended to say:

Effective July 1, 2012, the Parties shall implement bill-and-keep for Local Traffic Minutes of Use exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities, pursuant to the Report and Order and Further Notice of Proposed Rulemaking, issued by the FCC, on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189).

3. Effective July 1, 2012, the existing Attachment B-1 of the Agreement shall be replaced in its entirety by Amended Attachment B-1 attached to this amendment as Exhibit A.
4. Section IV.A.2. of the Agreement shall be amended to add the following language to the existing text:

- a. By mutual agreement, the Parties may establish a multiple state composite, i.e., one multi-state M/L Ratio, as opposed to state-specific M/L Ratios, using the sum of the AT&T ILECs'-originated/Alltel-terminated and Alltel-originated/AT&T ILEC-terminated IntraMTA Local Traffic for the AT&T ILEC states in which Alltel is operating, and that will be applied to each state individually. The M/L Ratio reflects the percentage of Alltel- originated Local Traffic to the total Local Traffic exchanged between the Parties (defined above and herein as "M-L"), and the percentage of the AT&T ILEC- originated Local Traffic to the total Local Traffic exchanged between the Parties (defined herein as "L-M").
 - b. Intermediary Traffic, i.e., transit traffic, shall not be used in the determination of the M/L Ratio.
 - c. Either Party may request that a traffic study be conducted to review the M/L Ratio. Such traffic study requests may be made no more frequently than every six (6) months, beginning with the Effective Date of this Amendment, with any newly agreed upon M/L Ratio being applied prospectively only, starting from the date of the written request for the review.
 - d. The Parties hereby agree to implement a multiple state composite M/L Ratio for Alltel, and it shall be Sixty-Seven/Thirty-Three (67/33) (i.e., Sixty-Seven Percent (67%) M-L and Thirty-Three Percent (33%) L-M) to become effective on the Effective Date of this Amendment. The M/L Ratio developed pursuant to this Section is specific to Alltel. Any other CMRS carrier adopting this Agreement must work jointly with the AT&T ILECs to calculate a M/L Ratio that is specific to such adopting CMRS carrier. Such M/L Ratio for the adopting CMRS carrier shall be applied prospectively from the date the M/L Ratio specific to the adopting CMRS carrier is approved by the applicable state commission. The M/L Ratio for the adopting CMRS carrier will be Eighty/Twenty (80/20) from the Agreement adoption effective date until the M/L Ratio specific to the adopting CMRS carrier is approved by the applicable state commission.
5. Sections IV.A.4.a and IV.A.4.b of the Agreement shall be deleted and replaced in their entirety by the following:
- a. Where Alltel has leased trunks and facilities from the AT&T ILECs for interconnection between the Parties, Alltel shall make such trunks and facilities available to the AT&T ILECs for the AT&T ILECs' use. If the AT&T ILECs elect to use such trunks and facilities to deliver AT&T ILEC-originated Local Traffic to Alltel for termination, then the Parties agree that Alltel will charge the AT&T ILECs for the AT&T ILECs' use of such trunks and facilities on a monthly basis as follows: To determine the monthly trunk and facility compensation owed by the AT&T ILECs to Alltel, Alltel shall apply a mutually agreed upon Shared Facility Factor ("SFF") to the recurring DS1 and below trunk and facility charges billed by the AT&T ILECs to Alltel, that are associated with only the trunks and facilities used to transport AT&T ILEC-originated, Alltel-terminated Local Traffic, billed to Alltel by the AT&T ILECs.
 - b. The Shared Facility Factor can be developed on a state- by- state basis or a multiple state basis, as mutually agreed by the Parties, and shall be calculated by adding the Facility Use Factor plus the Facility Use Factor times the percent of DS3 charges to DS1 and below charges plus the Facility Use Factor times the percent of ring charges to DS1 and below charges, i.e., $SFF = \text{Facility Use Factor} + (\text{Facility Use Factor} \times (\text{DS3 charges/DS1 and below charges})) + (\text{Facility Use Factor} \times (\text{ring charges/DS1 and below charges}))$ rounded to a single decimal. The Facility Use Factor, used in the Shared Facility Factor calculation, shall be calculated by dividing the measured AT&T ILEC-originated, Alltel-terminated Local Traffic Minutes of Use ("MOUs") by the total measured MOUs that transverse the trunks and facilities in both directions, including all Intermediary (Transit) Traffic, rounded to a single decimal.
 - c. Except for the Shared Facility Factor, as described herein, Alltel shall not charge the AT&T ILECs for any other charges for the AT&T ILECs' use of the trunks and facilities leased by Alltel.
 - d. A review of the Shared Facility Factor may be requested in writing by either Party, no more frequently than every six (6) months, beginning with the Effective Date of this Amendment. If such a review results in a change in the Shared

Facility Factor, the new factor will be applied prospectively only, starting from the date of the written request for the review.

- e. The Parties hereby agree to implement a multi-state Shared Facility Factor for Alltel, and it shall be Fifteen Percent (15.0%), to become effective on the Effective Date of this Amendment. This Shared Facility Factor, and any other Shared Facility Factor developed pursuant to this Section, is specific to Alltel. Any other CMRS carrier adopting the Agreement must work jointly with the AT&T ILECs to calculate a Shared Facility Factor that is specifically applicable to such adopting CMRS carrier. Such Shared Facility Factor for the adopting CMRS carrier shall be applied prospectively from the date the Shared Facility Factor specific to the adopting CMRS carrier is approved by the applicable state commission. The Shared Facility Factor for the adopting CMRS carrier will be Eight Percent (8%) from the Agreement adoption effective date until the Shared Facility Factor specific to the adopting CMRS carrier is approved by the applicable state commission.
6. Attachment A of the Agreement shall be deleted and replaced with Amended Attachment A of this Amendment, which is incorporated herein by reference.
7. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
8. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
9. This Amendment shall not modify or extend the Term of the underlying Agreement, but, rather, shall be coterminous with such Agreement.
10. This Amendment shall be filed with, and is subject to approval by, the appropriate State Commission(s) and shall become effective upon approval by such Commission(s) ("Amendment Effective Date").
11. Any CMRS carrier that adopts the Agreement after the Amendment Effective Date of this Amendment shall be entitled to bill-and-keep on Local Traffic Minutes of Use from the effective date of the adopting carrier's agreement, going forward, i.e., there shall be no retroactive application of bill-and-keep on Local Traffic Minutes of Use.
12. Each Party represents, covenants and warrants to the other Party that such Party has the sole right and exclusive authority to execute this Amendment on behalf of all entities that it is signing on behalf of and to carry out the terms and conditions hereof.

Alltel Communications, LLC d/b/a Verizon Wireless

Alltel Communications of Mississippi RSA #2, Inc. d/b/a
Verizon Wireless

Alltel Communications of North Carolina Limited
Partnership d/b/a Verizon Wireless
By: Alltel Communications, LLC, Its General Partner

Alltel Communications Wireless of Louisiana, Inc.

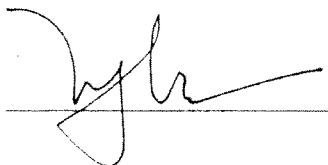
Alltel Communications Wireless, Inc. d/b/a Verizon
Wireless

Charleston-North Charleston MSA Limited Partnership
d/b/a Verizon Wireless
By: Alltel Communications, LLC, Its General Partner

Jackson Cellular Telephone Co., Inc. d/b/a Verizon
Wireless

Pascagoula Cellular Partnership d/b/a Verizon Wireless
By: Pascagoula Cellular Services, Inc.

BellSouth Telecommunications, LLC d/b/a AT&T
Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky,
AT&T Louisiana, AT&T Mississippi, AT&T North Carolina,
AT&T South Carolina and AT&T Tennessee, by AT&T
Services, Inc., their authorized agent

Signature: 

Name: Marjorie F. Hsu
(Print or Type)

Title: VP, Network Administration
(Print or Type)

Date: 21 MAY 2012

Signature: 

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 5-29-12

ACNA(s): CCQ

Amended Attachment A

The following CMRS licensee(s) and associated market area(s) is/are subject to, and, to the extent necessary, is/are made party(ies) to the underlying interconnection agreement:

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Alltel Communications, LLC	Alabama 4-Bibb	AL	KNKN736	CL
Alltel Communications, LLC	Alabama 5-Cleburne	AL	KNKN686	CL
Alltel Communications, LLC	Alabama 5-Cleburne	AL	KNKN687	CL
Alltel Communications, LLC	Alabama 6-Washington	AL	KNKN797	CW
Alltel Communications, LLC	Alabama 8-Lee	AL	KNKN931	CL
Alltel Communications, LLC	Alabama 8-Lee	AL	KNKN932	CW
Alltel Communications, LLC	Anniston	AL	KNLH422	PCS
Alltel Communications, LLC	Dothan-Enterprise	AL	KNLG298	PCS
Alltel Communications, LLC	Mobile	AL	KNKA278	CL
Alltel Communications, LLC	Montgomery	AL	KNKA794	CL
Alltel Communications, LLC	Montgomery	AL	KNLG328	PCS
Alltel Communications, LLC	Selma	AL	KNLG344	PCS
Alltel Communications, LLC	Bradenton	FL	KNKA615	CL
Alltel Communications, LLC	Florida 1-Collier	FL	KNKN767	CL
Alltel Communications, LLC	Florida 2-Glades	FL	KNKN902	CL
Alltel Communications, LLC	Florida 3-Hardee	FL	KNKN605	CL
Alltel Communications, LLC	Florida 4-Citrus	FL	KNKN918	CL
Alltel Communications, LLC	Florida 4-Citrus	FL	KNKQ330	CL
Alltel Communications, LLC	Florida 5-Putnam	FL	KNKN884	CL
Alltel Communications, LLC	Florida 6-Dixie	FL	KNKQ292	CL
Alltel Communications, LLC	Florida 7-Hamilton	FL	KNKN951	CL
Alltel Communications, LLC	Florida 8-Jefferson	FL	KNKN602	CL
Alltel Communications, LLC	Florida 8-Jefferson	FL	KNKQ366	CL
Alltel Communications, LLC	Florida 9-Calhoun	FL	KNKN584	CL
Alltel Communications, LLC	Florida 10-Walton	FL	KNKQ296	CL
Alltel Communications, LLC	Florida 11-Monroe	FL	KNKN794	CL
Alltel Communications, LLC	Fort Myers	FL	KNKA595	CL
Alltel Communications, LLC	Fort Pierce	FL	KNKA715	CL
Alltel Communications, LLC	Fort Walton Beach	FL	KNKA537	CL
Alltel Communications, LLC	Gainesville	FL	KNKA682	CL
Alltel Communications, LLC	Jacksonville	FL	KNLG316	PCS
Alltel Communications, LLC	Lakeland-Winter Haven	FL	KNKA383	CL
Alltel Communications, LLC	Ocala	FL	KNKA489	CL
Alltel Communications, LLC	Panama City	FL	KNKA524	CL
Alltel Communications, LLC	Pensacola	FL	KNKA491	CL
Alltel Communications, LLC	Sarasota	FL	KNKA427	CL
Alltel Communications, LLC	Tallahassee	FL	KNKA432	CL
Alltel Communications, LLC	Tampa-St. Petersburg	FL	KNKA227	CL
Alltel Communications, LLC	Augusta	GA/SC	KNKA387	CL
Alltel Communications, LLC	Columbus	GA	KNLH421	PCS
Alltel Communications, LLC	Columbus	GA/AL	KNKA415	CL
Alltel Communications, LLC	Dalton	GA	KNLG296	PCS
Alltel Communications, LLC	Dalton	GA	WQBT352	PCS
Alltel Communications, LLC	Georgia 5-Haralson	GA	KNKN934	CL
Alltel Communications, LLC	Georgia 11-Toombs	GA	KNKN962	CL
Alltel Communications, LLC	Georgia 14-Worth	GA	KNKN933	CL
Alltel Communications, LLC	Rome	GA	WQBT354	PCS
Alltel Communications, LLC	Savannah	GA	KNKA581	CL
Alltel Communications, LLC	Louisville-Lexington-Evansville	KY	WQBT313	PCS
Alltel Communications, LLC	Louisville-Lexington-Evansville	KY	WQBT315	PCS
Alltel Communications, LLC	Louisville-Lexington-Evansville	KY	WQBT318	PCS
Alltel Communications, LLC	Owensboro	KY	WQBT353	PCS
Alltel Communications, LLC	Baton Rouge	LA	KNKA361	CL
Alltel Communications, LLC	Houma-Thibodaux	LA	KNKA765	CL
Alltel Communications, LLC	Houma-Thibodaux	LA	KNLG222	PCS

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Alltel Communications, LLC	Louisiana 8-St. James	LA	KNKN442	CL
Alltel Communications, LLC	Louisiana 9-Plaquemines	LA	KNKN724	CL
Alltel Communications, LLC	New Orleans	LA	KNKA352	CL
Alltel Communications, LLC	New Orleans	LA	KNKR209	CL
Alltel Communications, LLC	New Orleans	LA	WPXS749	PCS
Alltel Communications, LLC	Shreveport	LA/TX	WQBT351	PCS
Alltel Communications Wireless, Inc.	Alexandria	LA	KNKA588	CL
Alltel Communications Wireless, Inc.	Alexandria	LA	L000008791	700
Alltel Communications Wireless, Inc.	Louisiana 1-Claiborne	LA	KNKN647	CL
Alltel Communications Wireless, Inc.	Louisiana 1-Claiborne	LA	L000008500	700
Alltel Communications Wireless, Inc.	Louisiana 2-Morehouse	LA	KNKN819	CL
Alltel Communications Wireless, Inc.	Louisiana 2-Morehouse	LA	L000008503	700
Alltel Communications Wireless, Inc.	Louisiana 3-De Soto	LA	KNKN921	CL
Alltel Communications Wireless, Inc.	Louisiana 3-De Soto	LA	L000008501	700
Alltel Communications Wireless, Inc.	Louisiana 4-Caldwell	LA	KNKN688	CL
Alltel Communications Wireless, Inc.	Monroe	LA	KNKA553	CL
Alltel Communications Wireless, Inc.	Shreveport	LA	KNKA380	CL
Alltel Communications, LLC	Biloxi-Gulfport-Pascagoula	MS	KNLG287	PCS
Alltel Communications, LLC	Laurel	MS	KNLG203	PCS
Alltel Communications, LLC	Mississippi 10-Smmith	MS	KNKN752	CL
Alltel Communications, LLC	Mississippi 11-Lamar	MS	KNKN681	CL
Alltel Communications of Mississippi RSA #2, Inc.	Mississippi 2-Benton	MS	KNKN623	CL
Alltel Communications Wireless, Inc.	Mississippi 5-Washington	MS	KNKQ448	CL
Alltel Communications Wireless, Inc.	Mississippi 6-Montgomery	MS	KNKN559	CL
Alltel Communications Wireless, Inc.	Mississippi 7-Leake	MS	KNKN619	CL
Alltel Communications Wireless of Louisiana, Inc.	Biloxi-Gulfport	MS	KNKA782	CL
Jackson Cellular Telephone Co. Inc.	Jackson	MS	KNKA799	CL
Pascagoula Cellular Partnership	Pascagoula	MS	KNKA802	CL
Alltel Communications, LLC	Burlington	NC	KNKA634	CL
Alltel Communications, LLC	Burlington	NC	KNLG290	PCS
Alltel Communications, LLC	Charlotte-Gastonia	NC	KNKA276	CL
Alltel Communications, LLC	Charlotte-Gastonia	NC	KNLG292	PCS
Alltel Communications, LLC	Fayetteville	NC	KNKA398	CL
Alltel Communications, LLC	Fayetteville-Lumberton	NC	KNLG300	PCS
Alltel Communications, LLC	Greensboro-Kinston	NC	KNLG307	PCS
Alltel Communications, LLC	Greensboro-Winston Salem-High Point	NC	KNLG308	PCS
Alltel Communications, LLC	Greenville-Washington	NC	KNLG309	PCS
Alltel Communications, LLC	Jacksonville	NC	KNKA643	CL
Alltel Communications, LLC	Jacksonville	NC	KNLG317	PCS
Alltel Communications, LLC	New Bern	NC	KNLG332	PCS
Alltel Communications, LLC	North Carolina 4-Henderson	NC	KNKQ329	CL
Alltel Communications, LLC	North Carolina 4-Henderson	NC	KNKQ416	CL
Alltel Communications, LLC	North Carolina 6-Chatham	NC	KNKQ291	CL
Alltel Communications, LLC	North Carolina 7-Rockingham	NC	KNKN770	CL
Alltel Communications, LLC	North Carolina 7-Rockingham	NC	KNKQ355	CL
Alltel Communications, LLC	North Carolina 8-Northampton	NC	KNKN813	CL
Alltel Communications, LLC	North Carolina 9-Camden	NC	KNKN929	CL
Alltel Communications, LLC	North Carolina 10-Harnett	NC	KNKN645	CL
Alltel Communications, LLC	North Carolina 11-Hoke	NC	KNKN811	CL
Alltel Communications, LLC	North Carolina 12-Sampson	NC	KNKN954	CL
Alltel Communications, LLC	North Carolina 13-Greene	NC	KNKN944	CL
Alltel Communications, LLC	North Carolina 14-Pitt	NC	KNKN841	CL
Alltel Communications, LLC	North Carolina 15-Cabarrus	NC	KNKN868	CL
Alltel Communications, LLC	North Carolina 15-Cabarrus	NC	KNKN952	CL
Alltel Communications, LLC	Raleigh-Durham	NC	KNKA293	CL
Alltel Communications, LLC	Raleigh-Durham	NC	KNLG337	PCS
Alltel Communications, LLC	Roanoke Rapids	NC	KNLG338	PCS
Alltel Communications, LLC	Rocky Mount-Wilson	NC	KNLG339	PCS
Alltel Communications, LLC	Wilmington	NC	KNKA752	CL
Alltel Communications, LLC	Wilmington	NC	KNLG352	PCS
Alltel Communications of North Carolina Limited Partnership	Greensboro-Winston Salem-High Point	NC	KNKA291	CL
Alltel Communications of North Carolina Limited Partnership	Greensboro-Winston Salem-High Point	NC	KNKA316	CL

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
Alltel Communications, LLC	Anderson	SC	KNLF884	PCS
Alltel Communications, LLC	Anderson	SC	KNLG210	
Alltel Communications, LLC	Anderson-Hendersonville	SC	KNLG283	PCS
Alltel Communications, LLC	Charleston	SC	KNLG291	PCS
Alltel Communications, LLC	Columbia	SC	KNKA407	CL
Alltel Communications, LLC	Columbia	SC	KNLG295	PCS
Alltel Communications, LLC	Florence	SC	KNKA599	CL
Alltel Communications, LLC	Florence	SC	KNLG302	PCS
Alltel Communications, LLC	Greenville-Spartanburg	SC	KNKA275	CL
Alltel Communications, LLC	Greenville-Spartanburg	SC	KNLG310	PCS
Alltel Communications, LLC	Myrtle Beach	SC	KNLG330	PCS
Alltel Communications, LLC	South Carolina 4-Chesterfield	SC	KNKN979	CL
Alltel Communications, LLC	South Carolina 5-Georgetown	SC	KNKN927	CL
Alltel Communications, LLC	South Carolina 6-Clarendon	SC	KNKN992	CL
Alltel Communications, LLC	South Carolina 8-Hampton	SC	KNKN991	CL
Alltel Communications, LLC	South Carolina 9-Lancaster	SC	KNKN799	CL
Alltel Communications, LLC	Sumter	SC	KNLG347	PCS
Charleston-North Charleston MSA Limited Partnership	Charleston	SC	WQLU280	PCS
Charleston-North Charleston MSA Limited Partnership	Charleston-North Charleston	SC	KNKA299	CL
Charleston-North Charleston MSA Limited Partnership	Charleston-North Charleston	SC	KNKA327	CL
Alltel Communications, LLC	Johnson City-Kingsport-Bristol	TN/VA	KNKA257	CL
Alltel Communications, LLC	Memphis	TN	WQBT350	PCS
Alltel Communications, LLC	Memphis-Jackson	TN/KY/MS	WQBT314	PCS
Alltel Communications, LLC	Memphis-Jackson	TN/KY/MS	WQBT316	PCS
Alltel Communications, LLC	Memphis-Jackson	TN/KY/MS	WQBT327	PCS
Alltel Communications, LLC	Memphis-Jackson	TN/KY/MS	WQBT341	PCS
Alltel Communications, LLC	Tennessee 4-Hamblin	TN	KNKN789	CL

PRICING SHEET

EXHIBIT A
AMENDED ATTACHMENT B-1
CMRS PROVIDER /AT&T
Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF	MRSSD			\$0.00			\$/DSO Trunk
W2	AL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7	MRSSE			\$0.00			\$/DSO Trunk

PRICING SHEET

EXHIBIT A
AMENDED ATTACHMENT B-1
CMRS PROVIDER /AT&T
Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	FL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	FL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/SDSO Trunk
W2	FL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/SDSO Trunk

PRICING SHEET

EXHIBIT A
AMENDED ATTACHMENT B-1
CMRS PROVIDER/AT&T
Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	GA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	GA	LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

PRICING SHEET

EXHIBIT A
AMENDED ATTACHMENT B-1
CMRS PROVIDER /AT&T
Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	KY	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	KY	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	KY	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

PRICING SHEET

EXHIBIT A
AMENDED ATTACHMENT B-1
CMRS PROVIDER /AT&T
Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	LA	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	LA	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/SDO Trunk
W2	LA	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/SDO Trunk

PRICING SHEET

EXHIBIT A
AMENDED ATTACHMENT B-1
CMRS PROVIDER /AT&T
Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	MS	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	MS	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

PRICING SHEET

EXHIBIT A
AMENDED ATTACHMENT B-1
CMRS PROVIDER /AT&T
Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	NC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	NC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	NC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	NC	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	NC	Local Interconnection (Call Transport and Termination)	Type 2B-Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

PRICING SHEET

EXHIBIT A
AMENDED ATTACHMENT B-1
CMRS PROVIDER /AT&T
Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	SC	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	SC	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	SC	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

PRICING SHEET

EXHIBIT A
AMENDED ATTACHMENT B-1
CMRS PROVIDER /AT&T
Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2P				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			S/DSO Trunk
W2	TN	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			S/DSO Trunk