

AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

March 10, 2006

BY HAND DELIVERY

Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

060219-TP

Re: Agreement of Adoption of an Approved Interconnection Agreement
between Alltel Florida, Inc. and Comcast Phone of Florida, LLC

Dear Ms. Bayo:

Pursuant to Section 252(i) of the Telecommunications Act of 1996, enclosed for filing are the original and fifteen (15) copies of the above-referenced Agreement of Adoption of an Approved Interconnection Agreement.

Please acknowledge receipt and filing of the above by stamping the duplicate of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,


J. Jeffrey Wahlen

Enclosures

DOCUMENT NUMBER-DATE

02081 MAR 10 06

FPSC-COMMISSION CLERK

Blanca S. Bayo

3/10/2006

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cc: Beth Choroser
Comcast Phone of Florida, LLC
1500 Market Street
Philadelphia, PA 19102

Bettye Willis
Alltel Florida, Inc.
One Allied Drive
Little Rock, AR 72203-2177

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Alltel
One Allied Drive
Little Rock, AR 72022

Jimmy Dolan
Negotiations

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

November 16, 2005

Comcast Phone of Florida, LLC
Beth Choroser
Senior Director, Regulatory Compliance
1500 Market Street
Philadelphia, PA 19102

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

Dear Ms. Choroser,

Alltel Florida, Inc. ("Alltel") has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Comcast Phone of Florida, LLC ("Comcast") wishes to adopt the terms of the Interconnection Agreement between Alltel Florida, Inc. and MCImetro Access Transmission Services, LLC ("MCImetro") that was approved by the Florida Public Service Commission as an effective Agreement in the state of Florida (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. Comcast adopts the Terms of the MCImetro agreement for Interconnection with Alltel and in applying the Terms, agrees that Comcast shall be substituted in place of MCImetro in the Terms wherever appropriate.
2. Comcast requests that notice to Comcast as may be required under the Terms shall be provided as follows:

To: Comcast Phone of Florida, LLC
Attn: John G. Sullivan
Vice President and Chief Counsel, Telephony
1500 Market Street
Philadelphia, PA 19102

Copy to: Beth Choroser
Senior Director of Regulatory Compliance

1500 Market Street
Philadelphia, PA 19102

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

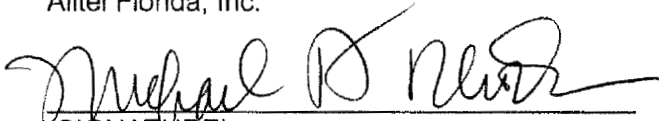
3. **Comcast represents and warrants that it is licensed to provide telecommunications service in the state of Florida, and that its adoption of the Terms will be applicable to services in the state of Florida only.**
4. Comcast's adoption of the MCImetro Terms shall become effective upon approval of this Agreement by the Florida Public Service Commission and shall terminate simultaneous with the termination of the MCImetro 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 Comcast'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. Comcast agrees that Comcast's adoption of the MCImetro Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between Comcast and Alltel.
8. Alltel reserves the right to request, at its discretion, a security deposit equal to three months estimated billing and deny Comcast'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 Comcast are greater than the costs of providing it to MCImetro;

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 Florida, Inc.


(SIGNATURE)

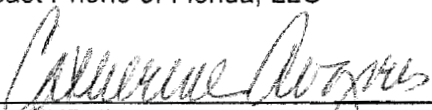
Michael D. Rhoda
(Print Name)

Vice President - Business Development
(Print Title)

1/30/06
(Date)

Reviewed and countersigned:

Comcast Phone of Florida, LLC


(SIGNATURE)

CATHERINE AVGERIS
(Print Name)

SVP + GM
(Print Title)

1/13/06
(Date)