

Voice | Data | Internet | Wireless | Entertainment



Embarq Corporation
902 Wasco Street
Hood River, OR 97031
EMBARQ.com

June 19, 2006

Frances Nichols
Administrative Hearings Division
Oregon Public Utility Commission
550 Capitol Street NE, Suite 215
Salem, OR 97301-2551

Re: Consolidation Agreement between Sprint Spectrum L.P. and Nextel West and United Telephone Company of the Northwest

Dear Ms. Nichols:

Enclosed for submission is a courtesy copy of the fully executed Consolidation Agreement between Sprint Spectrum L.P., a Delaware limited partnership ("Sprint Spectrum"), and Nextel West.Corp., a Delaware corporation ("Nextel West") and United Telephone Company of the Northwest. The Agreement is to facilitate the consolidation of Sprint Spectrum and Nextel West's Operations under a single agreement in the state of Oregon as follows:

ARB 189 – Replaced with ARB 263
ARB 263 – Replaced with ARB 466
ARB 466 – Surviving Agreement between Sprint PCS and United Telephone Company of the Northwest

ARB 233 – Replaced with ARB 385
ARB 385 - Terminated

An electronic copy of the agreement has been e-mailed to the Records Center on this date.

Should you have any questions concerning this submission or need additional information, please contact Barb Young at (541) 387-9850 or by e-mail at barbara.c.young@embarq.com.

Sincerely,

Nancy L. Judy

NLJ/sm
Enclosure
c. Barbara Young

Nancy L. Judy
STATE EXECUTIVE - OR & WA
Voice: (541) 387-9265
Fax: (541) 387-9753
nancy.judy@embarq.com

Consolidation Agreement

between

United Telephone Company of the Northwest

and

**Sprint Spectrum L.P.
Nextel West Corp.**

This Consolidation Agreement, dated this 1st day of April 2006, is between United Telephone Company of the Northwest ("Sprint - Oregon"), an Oregon corporation, Sprint Spectrum L.P., a Delaware limited partnership ("Sprint Spectrum"), and Nextel West Corp., a Delaware corporation ("Nextel West") and is to facilitate the consolidation of Sprint Spectrum and Nextel West's operations under a single Agreement in the State of Oregon. Sprint Spectrum and Nextel West are jointly referred hereafter as "Sprint Nextel." Sprint Nextel and Sprint - Oregon shall be known jointly as the "Parties".

RECITALS

WHEREAS Sprint Spectrum and Nextel West individually entered into Interconnection Agreements ("Agreements") with Sprint - Oregon for service in the state of Oregon which were approved by the Oregon Public Utility Commission ("Commission"); and

WHEREAS, due to a Merger between Sprint Corporation and Nextel Communications, Inc., which closed on August 12, 2005, (the "Merger") Sprint Spectrum and Nextel West are now owned by the same parent corporation, Sprint Nextel Corporation.

WHEREAS, the facilities and operations of Sprint Spectrum and Nextel West have not been combined, and Sprint Spectrum and Nextel West will continue to operate as they did prior to the Merger; and

WHEREAS, Sprint Nextel has requested to operate under one legal Agreement but to continue placing orders utilizing the separate codes of Sprint Spectrum and Nextel West instead of combining all facilities under a single code, as required under the existing standard merger / consolidation process; and

WHEREAS, the Parties wish to establish a framework that will accommodate Sprint Nextel's request to maintain the operational status quo between the Parties, to allow the continued operation of all of Sprint Nextel's respective business operations and activities in the same manner in which Sprint Nextel entities operated prior to the merger of Sprint Corporation and Nextel Communications, Inc., and to minimize transition costs and disruption in operations, including ordering, provisioning and billing while operating under one legal Agreement utilizing multiple entity identification and industry codes.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Consolidation Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Surviving Interconnection Agreement

A. Sprint Nextel and Sprint - Oregon agree that upon execution of this Consolidation Agreement, the Surviving Agreement identified on Attachment A will govern Sprint Spectrum and Nextel West with respect to the matters set forth therein, and any other Agreement previously used by Nextel West in the State of Oregon shall immediately terminate, except that any outstanding liabilities and/or charges accrued under Nextel West's prior Agreement with Sprint - Oregon shall be assumed by Sprint Nextel and be governed by the terms, conditions and rates of the Surviving Agreement.

B. The Parties agree that Sprint Spectrum and Nextel West shall continue to hold all rights and liabilities that they held prior to the Merger, including but not limited to Billing Account Numbers, any pending order activity, refunds, credits, and other related billing matters that may accrue (including but not limited to past due bills or any items under dispute), or that may have accrued but not yet provided to Sprint Spectrum or Nextel West, including charges associated with any unexpired portions of minimum periods and minimum termination liabilities.

C. Notwithstanding any provision of this Amendment, payment of any refund or extension of any credit or other rights required by law in connection with the services provided to Sprint Nextel shall be made by Sprint - Oregon in the manner required by the Surviving Agreement or as required by applicable law.

Section 2. Commission Filing/Commission Approval

A. The Parties shall work together in good faith to prepare and file the necessary documents to notify the Commission of the actions set forth in Section 1 above.

B. The Parties shall file this Consolidation Agreement with the Commission. Notwithstanding, the Parties shall implement the terms herein and the Surviving Agreement, immediately upon execution, without waiting for Commission approval.

Section 3. Ordering, Provisioning and Billing

Notwithstanding Sections 1 and 2 above, Sprint - Oregon and Sprint Nextel agree to process and bill orders according to the process described in this Section 3.

A. The Parties shall continue to separately place all orders and submit all bills related to Sprint Spectrum and Nextel West in the same manner as prior to the Merger. Specifically, orders and billing functions relating to assets (e.g. circuits and collocations) originally assigned to a Sprint Nextel entity shall be placed using the codes originally assigned to such the Sprint Nextel entity. Sprint Nextel agrees that it shall be solely responsible to ensure that the correct codes for each Sprint Nextel entity are utilized when placing orders and/or billing functions and for any delays or errors caused by Sprint Nextel's failure to comply with this process. Any bills to Sprint - Oregon related to a Sprint Nextel entity shall also utilize the separate Sprint Nextel entity code.

B. Sprint Nextel and Sprint - Oregon shall continue processing Sprint Nextel's orders and billing functions using the separate Sprint Nextel entity codes and continue to issue separate bills and payments to and from each Sprint Nextel entity in the same manner as prior to the Merger.

C. Sprint Nextel and Sprint - Oregon agree that the procedures set forth in A and B above shall apply to all orders and bills that relate or depend upon existing collocations and facilities. Orders and bills involving new collocations and related facilities shall only utilize the Sprint Nextel ACNA(s) and related industry codes.

D. To the extent that Sprint Nextel requires a billing address change, personnel access updates (systems) or other notice changes, Sprint Nextel shall submit an updated questionnaire and also agrees to complete any other forms required by Sprint - Oregon to accomplish the matters contemplated under this Amendment.

Section 4. Authorization

A. Sprint Nextel represents that it has obtained all necessary Commission authorization or other approvals to consolidate, merge or reorganize into Sprint Nextel Corporation.

B. Sprint Spectrum and Nextel West agree to indemnify and hold harmless Sprint - Oregon, its affiliates, officers and directors, employees, agents and contractors from any liability, claims, or causes of action arising out of the termination of the Nextel West agreement identified on Attachment A, and the consolidation of Nextel West into the Sprint Spectrum agreement, as contemplated in this Consolidation Agreement.

Section 5. Term

A. This Consolidation Agreement shall become effective upon execution by both Parties ("Effective Date") and remain in effect for the term of the Agreement.

B. The Parties are currently in negotiations for a new agreement to replace the Surviving Agreement. The Parties will operate under the terms of the Surviving Agreement and this Consolidation Agreement until a new agreement is executed.

Section 6. Further Amendments

A. Except as modified herein, the provisions of the Surviving Agreement shall remain in full force and effect.

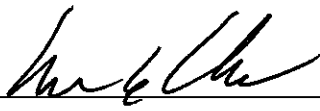
B. The provisions of this Consolidation Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Consolidation Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Section 7. Entire Agreement

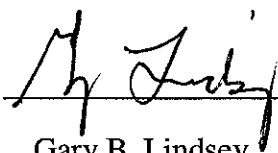
This Consolidation Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects herein and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject of the Consolidation Agreement.

The Parties intending to be legally bound have executed this Consolidation Agreement as of the dates set forth below.

"Sprint – Oregon"

By: 
Name : William E. Cheek
Title: President, Wholesale Markets
Date: 4/16/06

"Sprint Nextel"

By: 
Name: Gary B. Lindsey
Title: Director Network Access
Date: 4/12/06

Attachment A
INTERCONNECTION AGREEMENTS

Terminating Agreements – Nextel West Corp.

Nextel West Corp. and United Telephone Company of the Northwest	Oregon	October 1, 2001
--	--------	-----------------

SURVIVING Agreements - Sprint Spectrum L.P.

Sprint Spectrum L.P., et al., and United Telephone Company of the Northwest	Oregon	July 1, 2002
--	--------	--------------