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**RECEIVED**  
AUG 01 2013  
PUBLIC SERVICE  
COMMISSION

July 31, 2013

**Via Federal Express**

Jeff Derouen  
Executive Director  
Kentucky Public Service Commission  
211 Sower Blvd.  
Frankfort, KY 40601

***Re: Traffic Exchange Agreement between North Central Telephone Cooperative Corporation, Inc. and Windstream Kentucky East, LLC***

Dear Mr. Derouen:

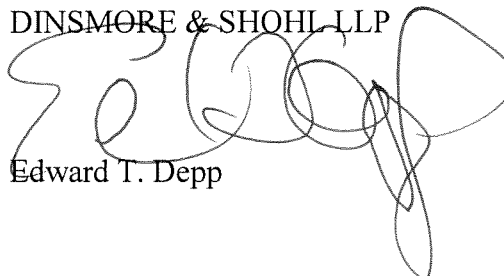
Enclosed for filing with the Public Service Commission of the Commonwealth of Kentucky is an original and four (4) copies of the fully-executed traffic exchange agreement ("Agreement") between North Central Telephone Cooperative Corporation, Inc. and Windstream Kentucky East, LLC. In addition, we have enclosed an electronic copy in .pdf format.

We respectfully request that the Commission approve this amendment to the traffic exchange agreement on an expedited basis.

Please return a file-stamped copy of the amendment to the traffic exchange agreement in the enclosed self-addressed, postage paid envelope.

Sincerely,

DINSMORE & SHOHL LLP



Edward T. Depp

ETD/kwi  
Enclosures

**TRAFFIC EXCHANGE AGREEMENT**  
FOR EAS SERVICE

By and Between

Windstream Kentucky East, LLC

And

North Central Telephone Cooperative Corporation

Dated as of July 2, 2013

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## TRAFFIC EXCHANGE AGREEMENT

This Traffic Exchange Agreement ("Agreement"), is entered into by and between North Central Telephone Cooperative Corporation, a Tennessee corporation having its principal place of business at 872 Highway 52 Bypass East, Lafayette, Tennessee 37083 ("NCTC") and Windstream Kentucky East, LLC., a Delaware limited liability company, having its principal place of business at 4001 Rodney Parham Road, Little Rock, AR 72212 ("WIN"). NCTC and WIN may also be referred to herein singularly as a "Party" or collectively as the "Parties".

WHEREAS, WIN is an Incumbent Local Exchange Carrier (ILEC) providing local exchange service; and

WHEREAS, NCTC is an Incumbent Local Exchange Carrier (ILEC) providing local exchange service; and

WHEREAS, WIN currently terminates toll traffic that originates from NCTC's subscribers, and NCTC currently terminates toll traffic that originates from WIN's subscribers; and

WHEREAS, WIN wishes to terminate certain calls to NCTC's end users within NCTC's Local Exchange Service territory pursuant to an Extended Area Service arrangement and NCTC wishes to terminate certain calls to WIN's end users within WIN's Local Exchange Service territory pursuant to an Extended Area Service arrangement.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

### 1. SCOPE OF AGREEMENT

- 1.1. This Agreement sets forth terms and conditions under which NCTC and WIN agree to interconnect their networks for the exchange of Extended Area Service (EAS) traffic. The Agreement includes all accompanying Exhibits, which are incorporated by reference as if fully set forth herein.
- 1.2. This Agreement sets forth the terms and conditions pursuant to which the Parties agree to Transport and Terminate certain EAS Traffic delivered by one Party to the other Party at the POC. This Agreement only applies to the delivery of EAS Traffic between an End User of one Party and an End User of the other Party. The specific Local Service Exchange Areas that are the subject of this Agreement by which End Users of the Parties may be provided EAS calling service(s), together with the identification and location of associated end offices and location(s) of Point(s) of Connection, are set forth in Exhibit 1 to this Agreement.

Each Party is responsible for providing the physical facilities necessary to handle traffic to and from the POC(s).

- 1.3. In the performance of their obligations under this Agreement, the Parties will act in good faith and consistently with the intent of the Act. Where

notice, approval, or similar action by a Party is permitted or required by any provision of this Agreement, the Act, or a state public utility commission, (including, without limitation, the obligation of the Parties to further negotiate the resolution of disputed issues arising under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

- 1.4 The Parties shall each be responsible for updating their respective Tariff(s) and all applicable industry databases to reflect their EAS calling arrangements with each another. However, the effectiveness of this Agreement shall not be contingent on the timing of any such Tariff updating.

## 2. DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

- 2.1. "Act", as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.
- 2.2. "Commission" means the Kentucky Public Service Commission or the Tennessee Regulatory Authority, as appropriate.
- 2.3. "Customer," "End User" or "End User Customer" means the residential or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties who, for purposes of this Agreement, may place or receive EAS calls.
- 2.4. "EAS Traffic" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area, and are physically located in that Local Service Exchange Area, are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area in which they are physically located on the basis of terms, conditions, and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between End Users physically located in the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement, regardless of the technology used. EAS

Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS".

- 2.5 "Enhanced Services" shall refer to services, offered over common carrier transmission facilities, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information. In addition and without limiting the foregoing, internet, information services, voicemail, and so-called "chat line" services are Enhanced Services, of which the voice or TDM component both originates and terminates within the local calling area as defined by this agreement. If the voice or TDM component does not both originate and terminate within such local calling area, the traffic shall not be covered by this Agreement and shall be subject to interstate or intrastate access tariffs depending on the geographic points of voice or TDM origination and termination.
- 2.6 "Internet Service Provider (ISP) Bound Traffic" or "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP. ISP Traffic is not EAS Traffic as defined in this Agreement.
- 2.7 "Local Service Exchange Area" is a specific geographic service area encompassing an exchange area served by a Party as set forth in Exhibit 1 to this Agreement. The Local Service Exchange Areas define the mutually exclusive geographic areas between which the Parties exchange EAS pursuant to this Agreement.
- 2.8 "Point of Connection" or "POC" means the physical location(s) on the boundary of the Parties' networks, as specified in Exhibit 1, where NCTC's and WIN's network connect. The POC is a meet point.
- 2.9 "Tariff" means any applicable federal or state tariff (or Operating Guide, in states (e.g., Tennessee) where no cooperative tariff is required) of a Party that sets forth the generally available terms and conditions pursuant to which a Party offers a particular service, facility, or arrangement.
- 2.10 "Termination" is, with respect to EAS Traffic pursuant to this Agreement, the switching of EAS Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.
- 2.11 "Transport" is, with respect to EAS Traffic pursuant to this Agreement, the transmission from the POC to the terminating carrier's end office switch that serves the called party.

### 3. INTERPRETATION AND CONSTRUCTION

- 3.1 All references to Sections, Exhibits and Schedules are deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context otherwise requires. All such Sections, Exhibits and Schedules are incorporated by reference herein as if fully set forth. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including offerings, guides or practices of NCTC, WIN, or other third party), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, or rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).
- 3.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state Tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any Tariff that governs any terms specified in this Agreement for the exchange of EAS Traffic. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement prevails. If any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this main body of this Agreement prevails.

### 4. COMPENSATION FOR CALL TERMINATION & FACILITIES

- 4.1 Subject to the limitations in this Section 4, the Parties each agree to terminate the other Party's EAS Traffic on a Bill and Keep basis of compensation. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party for terminating the traffic, regardless of any charges the originating Party may assess its subscribers. The Parties each agree there will be a separate and distinct trunk group for EAS Traffic, subject to the provisions of Sections 5, 6, and 7 of this Agreement.
- 4.1.1 The Parties agree to exchange ISP Bound Traffic, as defined in this Agreement, on a bill and keep basis.
- 4.1.2 This Agreement does not address the exchange of third party originated or third party terminating traffic. Neither Party shall route any traffic originated by a third party or any traffic that is destined to be terminated by a third party over the EAS facilities.
- 4.3 Only EAS Traffic and ISP Bound Traffic, as those terms are defined herein, are subject to this Agreement.

5. PHYSICAL INTERCONNECTION

- 5.1. All EAS Trunk Groups including facilities and Points of Connection ("POCs") will conform with Exhibit 1 and the Parties' current practices, except as may be mutually agreed in the future.
  - 5.1.1 Neither Party will terminate switched access traffic or originate untranslated 800/888/877/866 traffic over EAS Trunks. EAS interconnection will be provided via two-way trunks where technically feasible unless both Parties agree to implement one-way trunks on a case-by-case basis.
  - 5.1.2 Trunking will be established to conform with FGC type trunking for the purpose of being able to record traffic for auditing purposes.
- 5.2. The Parties shall provide both seven-digit and ten-digit dialing, on all traffic exchanged over the EAS Trunk Groups – i.e., on all EAS Traffic and ISP Bound Traffic -- where such traffic obtains dial-tone from a switch owned or controlled by one of the Parties.
- 5.3. The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The capacity of facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed by the Parties.
- 5.4. The electrical interface at the POC(s) will be DS1 or DS3 as mutually agreed by the Parties. When a DS3 interface is to be utilized, each Party agrees to provide any necessary multiplexing for DS1 facilities/trunking on their respective end of the trunk group.
- 5.5. To the extent available, the Parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in applicable industry standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks.
- 5.6. [Intentionally deleted.]
- 5.7. Where additional equipment is required in order to provision the necessary facilities, the Party provisioning such facilities shall obtain, engineer, and install the facility(-ies) on the same basis and with the same intervals as is typical for other jobs of a similar size for the provisioning Party.
- 5.8. N11 codes (e.g., 411, 611, & 911) shall not be sent between WIN's network and NCTC's network over the EAS Trunk Groups.



## 6. SIGNALING SYSTEMS AND ADMINISTRATION

The Parties will interconnect their networks in the same manner as currently configured, except as may be mutually agreed by the Parties.

## 7. TRUNK FORECASTING

Although the Parties do not anticipate the need to supplement or remove the facilities over which they currently exchange EAS, the Parties will cooperate to develop joint forecasting responsibilities for the trunk groups covered in this Agreement. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other upon reasonable request.

## 8. GRADE OF SERVICE

Each Party will provision their network to provide a P.01 grade of service.

## 9. NETWORK MANAGEMENT

### 9.1. Protective Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic destined for the other Party's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. WIN and NCTC will immediately notify each other of any protective control action planned or executed.

### 9.2. Mass Calling

WIN and NCTC will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will negotiate in good faith to agree on a mutually acceptable means to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

### 9.3. Network Harm

Neither Party will use any service related to, or use any of the services provided in this Agreement, in any manner that interferes with third parties in the use of their service; prevents third parties from using their service; impairs the quality of service to other carriers or to either Party's Customers; or causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur or if a Party reasonably determines that a Network Harm

is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- (a) Promptly notify the other Party of such temporary discontinuance or refusal; and
- (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal.

## 10. TERM OF AGREEMENT

10.1 This Agreement will commence when fully executed and have an initial term of five (5) years. Thereafter, this Agreement shall automatically renew for successive five (5) year periods. Notwithstanding the foregoing, in the event either Party intends to terminate this Agreement, unless terminated for material breach, it must give the other Party at least one hundred eighty (180) days written notice prior to the expiration of the initial term of any renewal term, and it shall specify in the notice the specific terms and conditions it wants to add, delete, or renegotiate. The Parties shall negotiate in good faith for any such terms and conditions, and if the Parties are unable to execute a replacement Agreement prior to the expiration of this Agreement, this Agreement shall continue in effect (notwithstanding such notice of termination) until such time as the Parties are able to negotiate or have the Commission arbitrate a replacement agreement

10.2 Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement in the event the other Party fails to perform a material obligation or breaches a material term of this Agreement and fails to cure such material breach within forty-five (45) calendar days after written notice thereof. If the Party against which the claim of material breach is made disagrees in good faith with the claim, it shall advise the claiming Party of its disagreement in writing within fourteen (14) calendar days following receipt of the notice, providing with specificity the basis for its disagreement, in which case the claim shall be resolved pursuant to Section 24 below. If the claim is neither disputed nor cured in a timely manner, or if Dispute Resolution results in an affirmance of the claimant's position, then the Party making the claim may, after providing a subsequent written notice, terminate this Agreement immediately thereafter.

## 11. AMENDMENT OF AGREEMENT

This Agreement may not be amended, modified, or supplemented, nor may any obligations hereunder be waived by a Party, except by written instrument signed by both Parties

12. ASSIGNMENT

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity with prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void from the beginning. Without limiting the generality of the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties' respective successors and assigns.

13. ENTIRE AGREEMENT

This Agreement, together with any and all Schedules and Exhibits which are attached hereto, sets forth the entire agreement and understanding of the Parties and supersedes any and all prior agreements, negotiations, proposals and representations, whether written or oral, between the Parties with respect to the subject matter hereof. Neither Party will be bound by, and each Party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of the Agreement and which is proffered by the other Party in any correspondence or other document or through any course of conduct, unless the Party to be bound thereby specifically agrees to such provision in writing.

14. FORCE MAJEURE

If the performance of the Agreement or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

- 14.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;
- 14.2. War, revolution, civil commotion, terrorism, acts of public enemies, blockade or embargo;
- 14.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
- 14.4. Labor difficulties, such as strikes, picketing or boycotts;
- 14.5. Delays caused by other service or equipment vendors; and
- 14.6. Any other circumstance beyond the reasonable control of the Party affected;

then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented,

restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

15. NO LICENSE

No license under patents, copyrights or any other intellectual property right (other than the limited license to use) is granted by either Party or will be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

16. INDEPENDENT CONTRACTOR

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party will have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

17. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

18. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

19. INDEMNITY

Each Party will indemnify, defend, and hold the other harmless from and against all liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

20. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Communications Act of 1934, as amended, and the laws of the Commonwealth of Kentucky and/or the State of Tennessee. All disputes arising in connection with this Agreement shall be decided pursuant to the Act and the laws of the Commonwealth of Kentucky and/or the State of Tennessee, as appropriate.

21. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

22. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

23. CONFIDENTIALITY

Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") will be deemed the property of the Disclosing Party. Proprietary Information, if written, will be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, will be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free

of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) will be held in confidence by each Receiving Party; (b) will be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and will be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party will be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law.

24. DISPUTE RESOLUTION

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall, if necessary, be escalated to the vice presidential level for each Party. In the event that the officers of the Parties shall be unable to resolve a default or other dispute within thirty (30) days of the date notice of the dispute is given, either Party may then seek relief with the Commission(s) or court having jurisdiction over the dispute. Except as expressly provided in connection with the Party's indemnification rights and obligations, each Party shall bear the sole cost and expense (including legal fees) of this dispute resolution process.

25. WAIVERS

The failure of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such Party's right to enforce any such provision or right in any other instance.

26. NO THIRD PARTY BENEFICIARIES.

This Agreement is not made for the benefit of any person, firm, corporation or association other than the Parties hereto. The Parties do not intend to confer any rights or benefit hereunder on any person, firm or corporation other than the Parties hereto; nor will any person, firm or corporation be allowed to claim any rights or benefits.

27. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands,

requests, elections, or other communications hereunder will be addressed as follows:

For WIN: Windstream Kentucky East, LLC.  
Attn: Staff Manager Interconnection Services  
1170B1F02-1221A  
4001 Rodney Parham Road  
Little Rock, AR 72212

and to NCTC, addressed as follows: North Central Telephone Cooperative  
Attn: Nancy White  
872 Highway 52 Bypass East  
Lafayette, TN 37083

Each Party will inform the other in writing of any changes in the above addresses.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf on the later of the dates set forth below.

NORTH CENTRAL TELEPHONE COOPERATIVE CORPORATION	WINDSTREAM KENTUCKY EAST, LLC
By: <i>Nancy J. White</i>	By: <i>S. Lynn Hughes</i>
Print Name: <i>Nancy J. White</i>	Print Name: <i>S. Lynn Hughes</i>
Title: <i>President &amp; CEO</i>	Title: <i>Director - Interconnection</i>
Date: <i>7-2-2013</i>	Date: <i>6-28-13</i>

EXHIBIT 1


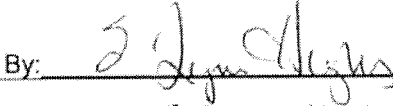
(Local Service Exchange Areas Between Which  
Extended Area Service (EAS) Traffic Is to Be Exchanged Pursuant to This Agreement)

This Exhibit 1 specifies the Local Service Exchange Area(s) and Extended Area Services covered pursuant to the Agreement for the Transport and Termination of Extended Area Service (EAS) traffic between North Central Telephone Cooperative Corporation and Windstream Kentucky East, LLC, as follows:

Local Service Exchange Area(s) Served by Windstream Kentucky East, LLC	North Central Exchanges Having Extended Area Service to the Identified Windstream Kentucky East, LLC Local Service Exchange Area(s)
Scottsville, KY	Lafayette, TN

The Parties agree to utilize their existing two-way trunks at the V&H coordinates of V=6848 and H=2681, which represents the service territory boundary of NCTC and WIN. Facilities will be groomed consistent with the terms of this Agreement.

Approved and executed as of the dates set forth below.

NORTH CENTRAL TELEPHONE COOPERATIVE CORPORATION	WINDSTREAM KENTUCKY EAST, LLC
By: 	By: 
Print Name: Nancy J. White	Print Name: S. Lynn Hughes
Title: President + CEO	Title: Director - Interconnection
Date: 7-2-2013	Date: 6-28-13