

Dinsmore & Shohl LLP
ATTORNEYS

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RECEIVED

JUN 07 2006

PUBLIC SERVICE
COMMISSION

June 6, 2006

Via Federal Express

Hon. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40601

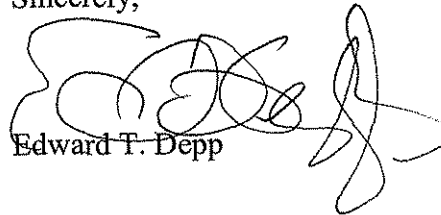
Re: *In the Matter of: Petition of North Central Telephone Cooperative Corporation, for Arbitration of Certain Terms and Conditions of Proposed Interconnection Agreement with T-Mobile USA, Inc. Pursuant to the Communications Act of 1934, as Amended by the Telecommunications Act of 1996, Case No. 2006-00754*

Dear Executive Director O'Donnell:

I have enclosed for filing in the above-styled case the original and eleven (11) copies of the Arbitration Petition of North Central Telephone Cooperative Corporation. Please file stamp one of the enclosed copies and return it to us in the enclosed, self addressed stamped envelope.

Thank you, and if you have any questions, please call me.

Sincerely,


Edward T. Depp

ETD/lb

Enclosure

cc: Eileen Bodamer (w/encl.)
John E. Selent, Esq. (w/o encl.)
Holly C. Wallace, Esq. (w/o encl.)

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**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

RECEIVED

JUN 07 2006

PUBLIC SERVICE
COMMISSION

In the Matter of:

Petition of North Central Telephone Cooperative)
Corporation, for Arbitration of Certain Terms and)
Conditions of Proposed Interconnection Agreement)
with T-Mobile USA, Inc. Pursuant to the)
Communications Act of 1934, as Amended by)
the Telecommunications Act of 1996)

Case No. 2006- 00254

**ARBITRATION PETITION OF
NORTH CENTRAL TELEPHONE COOPERATIVE CORPORATION**

North Central Telephone Cooperative Corporation ("North Central"), by counsel, petitions the Public Service Commission of the Commonwealth of Kentucky (the "Commission") pursuant to Section 252(b)¹ of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"), to arbitrate certain terms and conditions of a proposed interconnection agreement between North Central and T-Mobile USA, Inc. ("T-Mobile").

PARTIES

1. Petitioner North Central's full name and its official business address are as follows:

North Central Telephone Cooperative Corporation
872 Highway 52 By-Pass
P.O. Box 70
Lafayette, TN 37083-0070

North Central is a Tennessee non-profit corporation, and it is authorized by the Commission to provide local exchange service in Kentucky. North Central is, and at all times relevant has been, a rural local exchange carrier ("LEC") under the terms of the Act.

¹ 47 U.S.C. § 252(b)

2. The name, address, and contact number for North Central's representatives in this proceeding are as follows:

John E. Selent
Edward T. Depp
Holly C. Wallace
DINSMORE & SHOHL LLP
1400 PNC Plaza
500 W. Jefferson Street
Louisville, KY 40202
(502) 540-2300 (Telephone)
(502) 585-2207 (Facsimile)

3. Respondent T-Mobile's full name and its official business address are as follows:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

T-Mobile is a foreign corporation registered to do business in Kentucky, and it is authorized by the Commission to provide commercial mobile radio service ("CMRS") in Kentucky. T-Mobile is, and at all times relevant has been, a CMRS provider under the terms of the Act.

4. The name and address for T-Mobile's point of contact and presumed representatives in this proceeding is as follows:

Dan Williams
T-Mobile
12920 SE 38th Street
Bellevue, WA 98006
(425) 383-5784 (Telephone)
(425) 383-4840 (Facsimile)

JURISDICTION

5. The Commission has jurisdiction over North Central's petition pursuant to section 252(b) of the Act. This petition is timely filed during the period from the 135th to the 160th day

after January 1, 2006, the date on which North Central received T-Mobile's bona fide request for interconnection.²

NEGOTIATIONS

6. The parties agree that the statutory bona fide negotiation window began on January 1, 2006.³

7. By letter dated February 24, 2006, Leon M. Bloomfield, on behalf of the Kentucky CMRS Providers, including T-Mobile, proposed that the Kentucky Rural Incumbent Local Exchange Carriers ("RLEC"), including North Central, engage in collective negotiations for the formation of an interconnection agreement ("ICA") template that could be entered into between a given CMRS Provider and a given RLEC, and filed with the Kentucky PUC. Enclosed with the letter was a draft Interconnection and Reciprocal Compensation Agreement.⁴

8. On March 1, 2006, Eileen Bodamer, on behalf of several RLECs, including North Central, responded that certain RLECs did not believe it was practical to combine all of their efforts or to work with all the CMRS providers as a group.⁵

9. On April 20, 2006, by electronic mail, T-Mobile notified North Central that T-Mobile was willing to negotiate an interconnection agreement, and asked whether an attached draft would be acceptable.⁶

² See Section 3.01 of Agreement, *In the Matter of: Petition of Bellsouth Telecommunications, Inc. Seeking Resolution of Third Party Transit Traffic Issues*, Public Service Commission Case No. 2003-00045, attached hereto as Exhibit 1.

³ *Id.*

⁴ February 24, 2006, letter from Leon M. Bloomfield to Linda Lawrence, John Selent, Eileen Bodamer and Kentucky Rural ILEC's, attached hereto as Exhibit 2.

⁵ March 1, 2006, electronic mail string from Eileen Bodamer to Leon Bloomfield *et. al.*, attached hereto as Exhibit 3.

⁶ April 20, 2006, electronic mail string from Dan Williams to Eileen Bodamer, attached hereto as Exhibit 4.

10. On May 8, 2006, by electronic mail, Dan Williams, on behalf of T-Mobile, and Eileen Bodamer, on behalf of several RLECs, including North Central, exchanged correspondence agreeing, conceptually, to extend the negotiation deadline for the completion of an interconnection agreement.⁷ That extension was never formalized. Since that time, North Central has reconsidered, and it does not believe an extension is appropriate. The terms of this proposed interconnection agreement are unresolved.

11. Given the December 31, 2006 expiration of the agreement approved by the Commission in Case No. 2003-00045, it is imperative that the parties have a valid and effective interconnection agreement by the end of this year.

REQUEST FOR RELIEF

WHEREFORE, North Central respectfully requests that the Commission grant the following relief:

A. That the Commission conclude the arbitration of the unresolved issues between North Central and T-Mobile within nine months of January 1, 2006, the date on which North Central received the interconnection request.

B. That the Commission issue an order directing the parties to submit a final agreement for a proposed interconnection agreement.

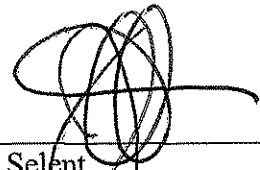
C. That the Commission retain jurisdiction of this arbitration until the parties have submitted an agreement for approval by the Commission in accordance with section 252(e) of the Act.

⁷ May 8, 2006, electronic mail string between Eileen Bodamer to Dan Williams, attached hereto as Exhibit 5.

D. That the Commission further retain jurisdiction of this arbitration and the parties hereto until T-Mobile has complied with all implementation time frames specified in the arbitrated agreement and fully implemented the agreement.

E. That the Commission take such other and further action and order such relief as it deems appropriate under the circumstances.

Respectfully submitted this 6th day of June, 2006.



John E. Selent
Edward T. Depp
Holly C. Wallace
DINSMORE & SHOHL LLP
1400 PNC Plaza
500 W. Jefferson Street
Louisville, Kentucky 40202
(502) 540-2300 (telephone)
(502) 585-2207 (fax)

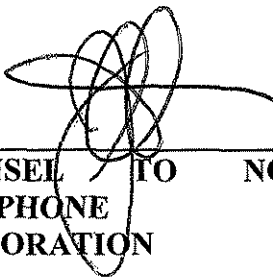
**COUNSEL TO NORTH CENTRAL
TELEPHONE COOPERATIVE
CORPORATION**

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served by Federal Express and electronic mail on this 6th day of June, 2006, to the following individual(s):

Dan Williams (dan.williams@t-mobile.com)
T-Mobile
12920 SE 38th Street
Bellevue, WA 98006
(425) 383-5784 (Telephone)
(425) 383-4840 (Facsimile)

Counsel to T-Mobile USA, Inc.



COUNSEL TO NORTH CENTRAL
TELEPHONE COOPERATIVE
CORPORATION

COMMONWEALTH OF KENTUCKY
BEFORE THE
KENTUCKY PUBLIC SERVICE COMMISSION

In the Matter of:)
)
Petition of BellSouth Telecommunications,) Case No. 2003-00045
Inc. Seeking Resolution of Third Party)
Transit Traffic Issues)

AGREEMENT

This Agreement is made and entered into by and between BellSouth Telecommunications, Inc. ("BellSouth"), the Commercial Mobile Radio Service ("CMRS") providers listed in Exhibit A hereto ("Signatory CMRS Providers"), and the rural independent local exchange carriers listed in Exhibit B hereto ("Rural LECs"), on their own behalf and on behalf of their past, present and future agents, employees, successors, assigns and anyone claiming for the benefit of any of them (collectively referred to as "the Parties").

Whereas, BellSouth has entered into various interconnection agreements with CMRS Providers under which BellSouth has offered and is providing intermediary tandem switching and transport services to such CMRS Providers for the delivery of CMRS Provider Traffic to the Rural LECs' networks for termination.

Whereas, under the "Kentucky Restructured Settlement Plan," BellSouth and the Rural LECs have established interconnection facilities and an interconnection point between their networks, and agreed to contractual terms and conditions pursuant to the "Kentucky Restructured Settlement Plan"; and

Whereas, by this Agreement, the Parties are agreeing to terms, as set forth herein, under which BellSouth may and shall deliver CMRS Provider Traffic, to the extent such traffic is delivered to BellSouth by the CMRS Providers, to the networks of the Rural LECs over the existing facilities referred to above.

Now, therefore, in consideration of the mutual agreements, undertakings and representations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1.00 Definitions

For purposes of this Agreement only, the Parties agree to utilize the definitions set forth in this Section 1.00.

1.01 "Act" refers to the Communications Act of 1934 as amended by the Telecommunications Act of 1996.

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1.02 "CMRS Provider" is a telecommunications carrier providing commercial mobile radio service within the meaning of 47 C.F.R. § 20, et seq.

1.03 "CMRS Provider Traffic" is defined as Telecommunications traffic originated by a subscriber of a CMRS Provider for which BellSouth provides to a Signatory CMRS Provider intermediary tandem switching, and transport (i.e., transit functions) for delivery of such traffic to a Rural LEC for termination on the Rural LEC's network over the facilities established between BellSouth and the Rural LEC for such purposes, according to the terms of this Agreement.

1.04 "Commission" or "KPSC" means the Public Service Commission of the Commonwealth of Kentucky.

1.05 "Covered CMRS Provider Traffic" is defined as CMRS Provider Traffic of a Signatory CMRS Provider for which BellSouth generates and delivers to the terminating Rural LEC accurate industry standard call detail records identifying the originating CMRS Provider and minutes of use for such CMRS Provider Traffic (currently known as "110101 format message and billing records").

1.06 "Kentucky Restructured Settlement Plan" or "KRSP" is the Order of the Public Service Commission of the Commonwealth of Kentucky dated January 23, 1991, in Phase I of Administrative Case No. 323.

1.07 "Rural LECs" are defined as those local exchange companies ("LECs") as set forth in Exhibit B to this Agreement.

1.08 "Signatory CMRS Providers" are defined as the Commercial Mobile Radio Service Providers as set forth in Exhibit A to this Agreement.

1.09 "Telecommunications" is as defined in the Act.

2.00 Specific Terms

2.01 Pursuant to this Agreement, BellSouth may deliver, for termination, Signatory CMRS Provider Traffic to the Rural LECs' networks in the same manner, and over the same trunking facilities, as established pursuant to the KRSP Plan.

2.02 For purposes of this Agreement, Signatory CMRS Providers are limited to those CMRS providers that possess a CMRS license for CMRS service within a Major Trading Area(s) within Kentucky.

2.03 Reserved For Future Use.

2.04 BellSouth may deliver to the Rural LECs Signatory CMRS Provider Traffic for which BellSouth does not provide industry standard call detail records identifying the originating CMRS Provider and the minutes of CMRS Provider Traffic for each such provider (currently

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known as "110101 format message billing records") subject to all of the following terms: (a) BellSouth must establish mutually agreeable exchange of data and administrative processes with the Rural LECs to provide complete and accurate documentation of such traffic that will permit the Rural LECs to track, verify, and audit such CMRS Provider Traffic; and (b) the Rural LECs will bill BellSouth (or in those instances where the Rural LEC does not bill BellSouth, BellSouth will provide compensation through the monthly settlement process with that Rural LEC) and BellSouth shall compensate the Rural LECs in the same manner that it compensates the Rural LECs for intrastate access traffic as described in Section 2.01 above, provided, however, that the rate at which such CMRS Provider Traffic is compensated shall be \$0.027 per minute of use following the Effective Date of this Agreement and continuing through December 31, 2005. BellSouth will compensate the Rural LECs at a rate of \$0.022 per minute of use from January 1, 2006 through December 31, 2006. The Rural LECs will adjust the billing for the total traffic over the KRSP facility which is billed (or due through settlements), and due from, BellSouth to account for the minutes of CMRS Provider Traffic that is within the scope of this paragraph. BellSouth shall make payment to the Rural LECs pursuant to this Section 2.04, in immediately available U.S. funds, no later than 30 days after the invoice date. BellSouth shall continue to bill each Signatory CMRS Provider amounts due BellSouth from the Signatory CMRS Provider under the terms of the Interconnection Agreement between BellSouth and the CMRS Provider, including all effective Annexes and Attachments thereto.

2.05 The Rural LECs agree not to seek compensation from a Signatory CMRS Provider for (1) any CMRS Provider Traffic delivered by BellSouth to the Rural LECs pursuant to this Agreement; or (2) any CMRS Provider Traffic delivered by BellSouth to the Rural LECs prior to the Effective Date of this Agreement for which BellSouth compensates or has previously compensated the Rural LECs upon the same terms and conditions required of traffic terminated under the KRSP or on terms which are otherwise agreed to by the Rural LECs.

2.06 Except as required by this Agreement, BellSouth and the Signatory CMRS Providers will treat CMRS Provider Traffic, including Covered CMRS Provider Traffic, consistent with the terms of the respective interconnection agreements between BellSouth and the Signatory CMRS Providers and all effective Annexes and Attachments thereto, including, but not limited to, the network provisioning, transport, termination, and billing and collection of such traffic.

2.07 Beginning on the Effective Date of this Agreement, and ending on December 31, 2005, the Rural LECs shall invoice, and BellSouth shall make payment to the Rural LECs for Covered CMRS Provider Traffic pursuant to this Section in immediately available U.S. funds, no later than thirty (30) days after the invoice date, at a rate of \$0.025 per minute of use unless an interconnection agreement between the Signatory CMRS Provider and the Rural LEC governs pursuant to the provisions and conditions set forth in Section 2.08. Beginning on January 1, 2006, and ending on December 31, 2006, and unless an interconnection agreement between the Signatory CMRS Provider and the Rural LEC governs pursuant to the provisions and conditions set forth in Section 2.08, the Rural LECs shall invoice, and BellSouth shall make payment to the Rural LECs pursuant to this Section for Covered CMRS Provider Traffic in immediately available U.S. funds, no later than thirty (30) days after the invoice date, at a rate of \$0.015 per

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minute of use. Subject to the audit provisions set forth below in this subsection, the Signatory CMRS Providers and the Rural LECs agree to accept BellSouth's measurement of minutes of use and industry standard call detail records as the basis for the billing from and compensation to the Rural LECs for Covered CMRS Provider Traffic as set forth in this Section. Notwithstanding the foregoing, any party may request an audit of such measurements within twelve months of the applicable billing date. The Rural LECs will deduct the minutes of use for Covered CMRS Provider Traffic described in this Section from the total KRSP facility minutes of use which is billed to (or due through settlements), and due from, BellSouth. Beginning on the Effective Date of this Agreement and through the period ending on December 31, 2006, the Signatory CMRS Providers shall compensate BellSouth for Covered CMRS Provider Traffic at a rate of \$0.015 per minute of use, unless an interconnection agreement between the Signatory CMRS Provider and the Rural LEC governs pursuant to the provisions and conditions set forth in Section 2.08. BellSouth shall continue to bill each Signatory CMRS Provider amounts due BellSouth from the Signatory CMRS Provider for transit functions performed by BellSouth under the terms of the interconnection agreement between BellSouth and the Signatory CMRS Provider, including all effective Annexes and Attachments.

2.08 Nothing herein shall affect, modify, or supercede any existing interconnection agreement between a Signatory CMRS Provider and a Rural LEC. Such existing interconnection agreements shall continue in full force and effect in accordance with the existing terms and conditions contained in such agreements. Nothing herein shall affect any Party's right to seek interconnection with any carrier, including with a carrier that is a Party to this Agreement, or preclude any Party from negotiating an interconnection agreement with another Party consistent with Sections 251 and 252 of the Act. Moreover, in the event that a Signatory CMRS Provider and a Rural LEC execute an interconnection agreement after the Effective Date of this Agreement, such agreement shall supersede the rights and obligations set forth in this Agreement only to the extent the interconnection agreement specifically provides for the termination of CMRS Provider Traffic otherwise covered by this Agreement.

2.09 This Agreement applies solely to the Telecommunications traffic specifically defined within the scope of this Agreement. As such, the terms of this Agreement do not apply to any other facilities, any other traffic that is switched or transported over any other facilities, or to traffic of any carrier that is not a CMRS Provider. For any other CMRS Provider Traffic that BellSouth delivers to a Rural LEC for termination that is not covered under Sections 2.04 and 2.07 of this Agreement (i.e., traffic from a CMRS Provider that is not a signatory to this Agreement), BellSouth agrees to compensate the Rural LECs for such traffic during the term of this Agreement under the same terms and conditions as traffic terminated by BellSouth under the KRSP.

2.10 For Covered CMRS Provider Traffic, BellSouth is responsible for providing to the appropriate terminating Rural LEC accurate industry standard call detail records identifying the originating CMRS Provider and the minutes of CMRS Provider Traffic for each such provider (currently known as "110101 format message and billing records"). BellSouth will provide such records to the terminating Rural LEC not later than 60 days after such usage occurs. The Signatory CMRS Providers are responsible for providing to BellSouth complete and

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accurate information regarding the billing address and billing contacts for the Signatory CMRS Providers. BellSouth will provide its billing address and contact information to the Rural LECs.

2.11 The terms and conditions set forth in this Agreement only apply on and after the Effective Date of this Agreement. With respect to the Signatory CMRS Providers, BellSouth agrees not to seek any additional compensation from a Signatory CMRS Provider for any Covered CMRS Provider Traffic for which BellSouth has paid, or has agreed to pay, the Rural LECs prior to the Effective Date of this Agreement.

2.12 Any undisputed charges incurred pursuant to this Agreement that are not timely paid by BellSouth to the Rural LECs, or are not timely paid by a Signatory CMRS Provider to BellSouth, will accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law. The Parties agree that interest shall accrue and be paid on all overdue disputed amounts that are resolved in favor of the non-disputing party.

3.00 Term and Termination of the Agreement

3.01 This Agreement will become effective on the first calendar day of the month following KPSC approval (the "Effective Date"). This Agreement has an absolute termination date of December 31, 2006 regardless of, and in addition to, any other provisions herein under which this Agreement may be terminated by any Party. Therefore, all duties, rights, and obligations hereunder terminate on December 31, 2006. BellSouth and the Rural LECs shall commence no later than January 1, 2006 the negotiation of interconnection agreements as may be necessary to govern BellSouth's provision of transit service defining the relative rights and responsibilities between BellSouth and the Rural LECs with respect to any continuing CMRS provider traffic terminated to the Rural LECs. In the event that any Signatory CMRS provider desires to continue to route CMRS Provider Traffic destined for the Rural LECs through BellSouth's network after the expiration of this Agreement, the Signatory CMRS provider must initiate interconnection negotiations with the Rural LECs consistent with Section 251 and Section 252 of the Act by no later than January 1, 2006. Such negotiations, which may include but are not limited to rates, terms, and conditions of interconnection between and among the Parties, shall be conducted in good faith. In the event such negotiations are unsuccessful and the Commission is asked to arbitrate any open issues, the Parties shall submit to the arbitration processes and deadlines as set forth in Section 252(b) of the Act to settle any open issues relating to interconnection and compensation arrangements between and among the Parties. For purposes of determining all deadlines related to the negotiation and arbitration pursuant to this Section, the request date for all negotiations shall be deemed to be January 1, 2006 unless the actual request date for negotiations under Section 251 and 252 of the Act is earlier. The Parties agree that this Agreement will not prejudice the negotiations in any way.

3.02 In the event of Default by a Party, as defined below in this subsection, any of the non-defaulting Parties may terminate any and all terms and conditions of this Agreement with respect to the defaulting Party provided that a non-defaulting Party seeking termination with respect to the defaulting Party notifies the defaulting Party and the KPSC and any other affected

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Party in writing of the Default, the defaulting Party does not cure the alleged Default with thirty (30) days after receipt of such written notice, and the KPSC consents to the termination. With respect to a Defaulting Party, Default is defined as: (a) that Party's material breach of any of the material terms of this Agreement, including the compensation terms; or (b) any aspect of a Party's operations or actions that are determined by a court with proper jurisdiction or the Commission to be unlawful or not authorized.

3.03 The Parties agreement to the terms and conditions of this Agreement related to the network arrangement for CMRS Provider Traffic, including specifically, but not limited to, BellSouth's provision of tandem switching of CMRS Provider Traffic and the delivery of that CMRS Provider Traffic to the Rural LECs over the same trunks that BellSouth uses to deliver its own interexchange service traffic, and compensation arrangements between and among the Parties for the Rural LEC's termination of such CMRS Provider Traffic, is a voluntary arrangement and represents a compromise between and among the Parties for the limited purpose of this Agreement, and does not create and should not be construed to create any obligations that do not otherwise apply to any Party. Notwithstanding the terms and conditions set forth in this Agreement, each Party has the right, at its sole discretion, to modify its network (including but not limited to the right to design and deploy its own network and facilities, upgrade its network, modify its end office and tandem switching hierarchy and/or architecture, modify trunking arrangements with other carriers, install new equipment or software, maintain its network, determine and designate the tandem switch(es) which its end offices will subtend for any traffic), except that the Parties agree for the limited term during which this Agreement remains in place between and among the Parties, they will not make any such modifications which materially alter, interfere with, disrupt, or discontinue the ability of the Signatory CMRS Providers to deliver CMRS Provider Traffic to the Rural LECs via BellSouth's network. This agreement to commit to keep in place these network arrangements for the limited term of this Agreement does not affect any Party's right to modify such arrangements following the term of this Agreement.

3.04 The Parties understand and agree that this Agreement will be filed with the Commission in Docket No. 2003-00045. The Parties agree that they will support approval of this Agreement before the Commission in settlement of such Docket as it relates to the issues in this Agreement.

4.00 No Waiver

4.01 The Parties agree that this Agreement represents a voluntary arrangement and compromise between and among the Parties, including the terms and conditions for compensation, and any compensation terms hereunder should not be construed as the agreement of any Party as to the appropriateness of such level of compensation.

4.02 Nothing in this Agreement shall be construed to create legal or regulatory requirements for the Parties that do not otherwise apply. Nothing in this Agreement shall be construed as a waiver by any of the Parties of any of the rights afforded, or obligations imposed, by Sections 251 or 252 of the Act. The terms of the arrangements set forth in this Agreement shall not prejudice the outcome of any subsequent interconnection negotiations or arbitrations

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between or among the Parties or any Commission arbitration.

4.03 Nothing in this Agreement shall preclude any Party from participating in any Commission proceeding or proceeding before the Federal Communications Commission ("FCC") relating to any issue, including matters specifically related to the subject matter of this Agreement or from petitioning the Commission or the FCC to resolve any issue, including matters specifically related to the subject matter of this Agreement. The Parties reach this Agreement without waiving or prejudicing any positions they have taken previously, or may take in the future, in any judicial, legislative, regulatory, or other public forum addressing any matters, including matters specifically related to, or other types of arrangements prescribed in, this Agreement.

5.00 Warranties

5.01 The Parties represent and warrant that they have the sole right and exclusive authority to execute this Agreement and to make or receive payments hereunder.

5.02 The Parties represent and warrant that they have fully read and understand the terms of this Agreement, and have freely and voluntarily executed this Agreement. The Parties represent and warrant that they enter into this Agreement without reliance upon any statement, inducement, promise or representation of the other Party or anyone else not fully expressed herein.

5.03 The Parties agree that the terms and conditions set forth herein will be made available on a nondiscriminatory basis to any CMRS Provider in Kentucky that becomes similarly situated to the Signatory CMRS Providers, provided that such similarly situated CMRS Providers agree to the terms of this Agreement. BellSouth shall provide written notice to the Rural LECs at least 30 days prior to any additional CMRS Provider becoming a party to this Agreement. This Agreement will be amended to include such additional CMRS Providers.

5.04 The Parties agree that in the event that the KPSC or the FCC renders an effective decision establishing the rights and obligations of the originating, terminating and intermediary carriers, then upon request of any Party hereto, the Parties will renegotiate all of the terms and conditions of this Agreement to be consistent with all controlling laws and regulations. In the event that the Parties are unable to reach a new agreement for alternative arrangements, the affected Parties shall petition the KPSC to determine the rights and obligations of the Parties. The effective date of any new agreement will be mutually agreed by the Parties or determined by the KPSC.

6.00 Entire Agreement and Successors in Interest

6.01 This Agreement reflects the entire agreement and understanding between the Parties with respect to the scope of the subject matters addressed herein, supersedes all prior agreements, arrangements, understandings, communications, representations or warranties, both oral and written, related to the subject matter hereof, and shall be binding upon and inure to the

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benefit of the executors, administrators, personal representatives, heirs, assigns, and successors of each Party.

7.00 Severability of Provisions

7.01 The Parties agree that any provision of this Agreement, which is or becomes prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction. In the event of the prohibition or unenforceability of any provision of this Agreement in any jurisdiction, the Parties agree to negotiate in good faith to revise such provision to accomplish the intent of the Parties in a manner permissible and enforceable within such jurisdiction.

8.0 Governing Law

8.01 This Agreement including all matters of construction, validity and performance shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky without giving effect to the choice of law or conflicts of law provisions thereof.

9.0 Additional Documents and Negotiations

9.01 The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement, including, but not limited to, resolving any and all operational issues associated with the implementation of this Agreement.

9.02 Upon execution of this Agreement, the Parties agree to work cooperatively to identify and resolve any other issues associated with the delivery of traffic between the Parties that is within the scope of this Agreement.

10.0 Counterparts

10.01 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.0 Dispute Resolution

11.01 Any dispute between or among any of the Parties regarding the interpretation or enforcement of this Agreement, or any of its terms and conditions, shall be addressed by good faith negotiation between and among the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, any Party to the dispute may initiate an appropriate action at the KPSC to resolve the dispute. Pending such resolution, all the terms and conditions of this Agreement shall remain in full force and effect and the Parties shall continue to perform the services described in this Agreement.

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IN WITNESS THEREOF, the Parties have fully executed this Agreement as of
_____, 2004.

BELLSOUTH TELECOMMUNICATIONS, INC.

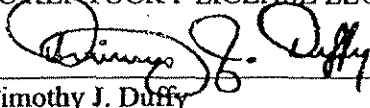
By: _____

Title: _____

[Handwritten Signature]
AVP ICS Marketing

EXHIBIT A
Signatory CMRS Providers

AMERICAN CELLULAR CORPORATION
f/k/a ACC KENTUCKY LICENSE LLC

By: 
Timothy J. Duffy

Title: Sr. Vice President & CTO

EXHIBIT A
Signatory CMRS Providers

AT&T WIRELESS PCS, LLC, on behalf of itself
and its affiliate, Tritel Communications, Inc.

By: *John R. Mearns*
Title: *Director - Industry Relations*

EXHIBIT A
Signatory CMRS Providers

BELLSOUTH MOBILITY LLC d/b/a CINGULAR
WIRELESS and BELLSOUTH PERSONAL
COMMUNICATIONS LLC d/b/a CINGULAR
WIRELESS

By: Michael J. VanWinkle

Title: Director - Sem- Network

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EXHIBIT A
Signatory CMRS Providers

SPRINT SPECTRUM L.P., on behalf of itself
and SprintCom, Inc., d/b/a SPRINT PCS

By: W. Richard Gorman

Title: Vice President - External Affairs

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: *Harold E. Parker*

Title: *General Manager*

BRANDENBURG TELEPHONE COMPANY, INC.

By: _____

Title: _____

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

COALFIELDS TELEPHONE COMPANY, INC.

By: _____

Title: _____

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

BRANDENBURG TELEPHONE COMPANY, INC.

By: *Alison Wiloughby*

Title: *Gen Mgr.*

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

COALFIELDS TELEPHONE COMPANY, INC.

By: _____

Title: _____

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

BRANDENBURG TELEPHONE COMPANY, INC.

By: _____

Title: _____

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By:  _____

Title: Exec Vice President / CEO.

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

COALFIELDS TELEPHONE COMPANY, INC.

By: _____

Title: _____

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

BRANDENBURG TELEPHONE COMPANY, INC.

By: _____

Title: _____

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: John S. P. A.

Title: CEO/GM

COALFIELDS TELEPHONE COMPANY, INC.

By: _____

Title: _____

EXHIBIT B

BALLARD RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

BRANDENBURG TELEPHONE COMPANY, INC.

By: _____

Title: _____

DUO COUNTY TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

FOOTHILLS RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

COALFIELDS TELEPHONE COMPANY, INC.

By: Gene O. Mankert

Title: Vice President

EXHIBIT B

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

LOGAN TELEPHONE COOPERATIVE, INC.

By: Gregory A. Dale

Title: GM - Executive Vice President

MOUNTAIN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

NORTH CENTRAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

PEOPLES RURAL TELEPHONE COOPERATIVE

By: _____

Title: _____

EXHIBIT B

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

LOGAN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

MOUNTAIN TELEPHONE COOPERATIVE, INC.

By: WA Hillum

Title: General Manager

NORTH CENTRAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

PEOPLES RURAL TELEPHONE COOPERATIVE

By: _____

Title: _____

EXHIBIT B

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

LOGAN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

MOUNTAIN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

NORTH CENTRAL TELEPHONE COOPERATIVE, INC.

By:  _____

Title: President & CEO _____

PEOPLES RURAL TELEPHONE COOPERATIVE

By: _____

Title: _____

EXHIBIT B

HIGHLAND TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

LOGAN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

MOUNTAIN TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

NORTH CENTRAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

PEOPLES RURAL TELEPHONE COOPERATIVE

By: Keith Abbey

Title: Manager

EXHIBIT B

SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORP., INC.

By: *Darryl Coyate*

Title: *GENERAL MANAGER*

THACKER-GRIGSBY TELEPHONE COMPANY, INC.

By: _____

Title: _____

WEST KENTUCKY RURAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

EXHIBIT B

SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

THACKER-GRIGSBY TELEPHONE COMPANY, INC.

By: Robert C. Thacker

Title: Pres.

WEST KENTUCKY RURAL TELEPHONE COOPERATIVE, INC.

By: _____

Title: _____

EXHIBIT B

SOUTH CENTRAL RURAL TELEPHONE COOPERATIVE CORP., INC.

By: _____

Title: _____

THACKER-GRIGSBY TELEPHONE COMPANY, INC.

By: _____

Title: _____

WEST KENTUCKY RURAL TELEPHONE COOPERATIVE, INC.

By: Jim R. Grunstedt

Title: CEO

EXHIBIT B

LESLIE COUNTY TELEPHONE COMPANY

By: *[Signature]*

Title: *Agent, Director - Carrier Relations*

LEWISPORT TELEPHONE COMPANY

By: *[Signature]*

Title: *Agent, Director Carrier Relations*

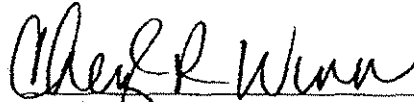
SALEM TELEPHONE COMPANY

By: *[Signature]*

Title: *Agent, Director - Carrier Relations*

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served on the individuals on the attached Service List by mailing a copy thereof, this 23rd day of April 2004.



Cheryl R. Winn

SERVICE LIST – PSC 2003-00045

Stephen R. Byars
ALLTEL Kentucky, Inc.
P. O. Box 1650
Lexington, KY 40588-1650

Harlon E. Parker
Ballard Rural Telephone
159 W. 2nd Street
P. O. Box 209
LaCenter, KY 42056-0209

J. D. Tobin, Jr.
Allison T. Willoughby
Brandenburg Telephone Co.
200 Telco Road
P. O. Box 599
Brandenburg, KY 40108

John Schmoltd
Gearheart Communications Co., Inc.
d/b/a Coalfields Telephone Co.
5 Laynesville Road
Harold, KY 41635

William W. Magruder
Duo County Telephone
1021 W. Cumberland Avenue
P. O. Box 80
Jamestown, KY 42629

Thomas E. Preston
Foothills Rural Telephone
1621 Kentucky Route 40W
P. O. Box 240
Staffordsville, KY 41256

James Hamby
Highland Telephone Cooperative, Inc.
P. O. Box 119
7840 Morgan County Highway
Sunbright, TN 37872

Greg Hale
Logan Telephone Cooperative
P. O. Box 97
10725 Bowling Green Road
Auburn, KY 42206

W. A. Gillum
Mountain Telephone Cooperative, Inc.
405 Main Street
P. O. Box 399
West Liberty, KY 41472-0399

F. Thomas Rowland
North Central Telephone
872 Highway 52 Bypass
P. O. Box 70
Lafayette, TN 37083-0070

Keith Gabbard
Peoples Rural Telephone
P. O. Box 159
McKee, KY 40447

Daryl Wyatt
South Central Rural Telephone
P. O. Drawer 159
Glasgow, KY 42142-0159

Jeff Handley
TDS – Telecom South East Division
9737 Cogdill Road, Suite 230
Knoxville, TN 37932-3374

William K. Grigsby
Thacker-Grigsby Telephone Co.
9500 Communications Lane
P. O. Box 789
Hindman, KY 41822

Trevor R. Bonnstetter
West Kentucky Rural Telephone
237 N. 8th Street
P. O. Box 649
Mayfield, KY 42066-0649

William R. Atkinson, Esq.
Sprint
3065 Cumberland Circle, 6th Floor
GAATLD0602
Atlanta, GA 30339

Hon. John N. Hughes
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Frankfort, KY 40601

Verizon Wireless
Charon Harris, Esq.
1300 I Street, N.W., Suite 400 West
Washington, DC 20005

Cingular Wireless
Mark J. Ashby, Esq.
5565 Glenridge Connector
Suite 1700
Atlanta, GA 30342

Action Communications
Robert R. Crawford
Tri-State Commerce Park
Building 1000
751 Country Road 989
Iuka, MS 38852

East Kentucky Network, LLC
d/b/a Appalachian Wireless
ATTN: Laura Phipps
355 Village Drive
P. O. Box 405
Prestonsburg, KY 41653

Bluegrass Cellular, Inc.
ATTN: Ron Smith, Gen. Mgr.
P. O. Box 5011
2902 Ring Road
Elizabethtown, KY 42701

ComScape Telecommunications, Inc.
ATTN: Bhogin M. Modi
1926 10th Avenue North
Suite 305
West Palm Beach, FL 33461

Nextel Partners
ATTN: Brent G. Eilefson
10120 West 76th Street
Eden Prairie, MN 55344

Nextel South Corporation
ATTN: Bob Edgerly
2001 Edmund Halley Drive
Reston, VA 20191

Carlos Carpenter
Northstar Technology
1895 Highway 461
Somerset, KY 42503

NTCH-ET, Inc.
ATTN: Garry Curry
1600 Ute Avenue, Ste. 10
Grand Junction, CO 81501

T-Mobile USA
Dan Menser, Esq.
12920 SE 38th Street
Bellevue, WA 98006

TeleCorp Communications, Inc.
ATTN: General Counsel
1010 N. Glebe Road
Arlington, VA 22201

Ms. Vicki Taylor
Third Kentucky Cellular Corp.
d/b/a Wireless 2000 Telephone Company
1264 Standish Way
Lexington, KY 40504

Tritel Communications, Inc.
ATTN: Joseph Pardue
111 E. Capital Street
Suite 500
Jackson, MS 39201

John E. Selent, Esq.
Edward T. Depp, Esq.
Dinsmore Shohl LLP
1400 PNC Plaza
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Louisville, KY 40202

Hon. C. Kent Hatfield
Stoll, Keenon & Park
2650 Aegon Center
400 W. Market Street
Louisville, KY 40202

Hon. James Dean Liebman
Leibman & Liebman
403 W. Main Street
P. O. Box 478
Frankfort, KY 40602

Hon. Katherine K. Yunker
Yunker & Associates
P. O. Box 21784
Lexington, KY 40522-1784

Stephen G. Kraskin
Steven E. Watkins
Kraskin Lesse & Cosson
2120 L Street, N.W.
Suite 520
Washington, DC 20037

Gary Sanchez
Cingular Wireless
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T-Mobile USA
State & Local Government Affairs
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Bellevue, WA 98006

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Wilson & Bloomfield LLP
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Oakland, CA 94612

Holland N. McTyeire, V
Greenebaum, Doll & McDonald, PLLC
3300 National City Tower
101 South Fifth Street
Louisville, KY 40202

Doris A. Tichenor
1086 Annis Ferry Road
Morgantown, KY 42261

Hon. Martha M. Ross-Bain
AT&T
Suite 8100
1200 Peachtree Street
Atlanta, GA 30309

WILSON & BLOOMFIELD LLP

ATTORNEYS AT LAW

1901 HARRISON STREET, SUITE 1620
OAKLAND, CALIFORNIA 94612

TEL: (510) 625-8250

FAX: (510) 625-8253

February 24, 2006

17605-9.204.1

VIA EMAIL & U.S. MAIL

Linda Lowrance
TDS Telecom
PO Box 22995
Knoxville, TN 37933

Eileen Bodamer
Cronin Communications Consultants
415 Hepplewhite Dr.
Alpharetta GA 30022

John Selent
Dinsmore & Shohl LLP
1400 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202

Kentucky Rural ILECs
(See distribution list below)

Re: Collective CMRS – Kentucky Rural ILEC Interconnection Negotiations

Dear Kentucky Rural ILECs, Ms. Lowrance, Ms. Bodamer and Mr. Selent:

This letter is being sent on behalf of the Kentucky CMRS Providers (“CMRS Providers”)¹ to Ms. Lowrance, Ms. Bodamer, Mr. Selent, and each Kentucky Rural ILEC (“the RLECs”)² that was a signatory to the Agreement entered into between BellSouth Telecommunications, Inc., the CMRS Providers and the RLECs in Kentucky Public Service

¹ For purposes of this letter, the Kentucky CMRS Providers include: American Cellular Corporation f/k/a ACC Kentucky License LLC (“ACC”), New Cingular Wireless PCS, LLC, successor to BellSouth Mobility LLC and BellSouth Personal Communications LLC and Cincinnati SMSA Limited Partnership d/b/a Cingular Wireless (“Cingular”), Cellco Partnership d/b/a Verizon Wireless, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless (collectively “Verizon Wireless”), Sprint Spectrum L.P., on behalf of itself and SprintCom, Inc., d/b/a Sprint PCS (“Sprint PCS”), and T-Mobile USA, Inc. (“T-Mobile”).

² The Kentucky Rural ILEC signatories to the Agreement include: AllTel Kentucky, Inc., Ballard Rural Telephone Cooperative Corp., Inc., Brandenburg Telephone Company, Inc., Duo County Telephone Cooperative Corporation, Inc., Foothills Rural Telephone Cooperative Corporation, Inc., Coalfields Telephone Company, Inc., Highland Telephone Cooperative, Inc., Lewisport Telephone Company, Leslie County Telephone Company, Logan Telephone Cooperative, Inc., Mountain Rural Telephone Cooperative, Inc., North Central Telephone Cooperative, Inc., Peoples Rural Telephone Cooperative, Salem Telephone Company, South Central Rural Telephone Cooperative Corporation, Inc., Thacker-Grigsby Telephone Company, Inc., and West Kentucky Rural Telephone Cooperative, Inc. Per our understanding of Mr. Selent’s response to the BFRs, this letter is being sent only to him and not to his clients.

Kentucky Rural ILECs
Linda Lowrance
Eileen Bodamer
John Selent
February 24, 2006
Page 2 of 3

Commission Case No. 2003-00045 ("Agreement").

As you know, in accordance with Section 3.01 of the Agreement, the CMRS Providers have respectively sent a request for negotiations of an interconnection agreement ("ICA") pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("Act") to each RLEC with whom a given CMRS Provider does not already have an ICA. Based on the responses received, it appears that some of the RLECs have an interest and willingness to engage in collective negotiations.

Thus, the purpose of this letter is to invite all of the RLECs to engage in collective negotiations of an ICA template that could be entered into between a given CMRS Provider and a given RLEC, and filed with the Kentucky PUC. Given the nature of the anticipated issues in these negotiations and the sheer number of carriers involved, the CMRS Providers believe that consolidated negotiations would be beneficial to all interested parties and ultimately enable resolution of any issues in the most efficient and cost effective manner. As to such proposed collective negotiations, each party would certainly retain its right to either withdraw from such negotiations, or conduct separate collateral individual negotiations with any other party to the joint negotiations.

Also, please find enclosed for your review and consideration an electronic copy of the CMRS Providers' proposed ICA template for discussion purposes.

Given the relatively short time frame we are all working with, please let us know as soon as possible, and if at all possible by March 10, 2006, if you are amenable to consolidated negotiations and, if so, proposed dates for an initial telephone call to start the negotiation process.

Sincerely,

Leon M. Bloomfield

On behalf of the
Kentucky CMRS Providers

Distribution List:

Jimmy Dolan, AllTel Kentucky, Inc.
Allison Willoughby, Brandenburg Telephone Company, Inc.
Tom Preston, Foothills Rural Telephone Cooperative Corporation, Inc.
James Campbell, Coalfields Telephone Company, Inc.

Kentucky Rural ILECs
Linda Lowrance
Eileen Bodamer
John Selent
February 24, 2006
Page 3 of 3

Dave Crawford, Highland Telephone Cooperative, Inc.
Shayne Ison, Mountain Rural Telephone Cooperative, Inc.
Johnny McClanahan, North Central Telephone Cooperative, Inc.
Keith Gabbard, Peoples Rural Telephone Cooperative
Donnie Bennett, South Central Rural Telephone Cooperative Corporation, Inc.
Robert C. Thacker, Thacker-Grigsby Telephone Company, Inc. (U.S. Mail only)

cc:

Michael Van Eckhardt, Mark Ashby, Bill Brown, Cingular (via email only)
Shelley Jones, Bill Atkinson, Joe Chiarelli, Sprint PCS (via email only)
Leon Bloomfield, Esq., ACC and T-Mobile (via email only)
Dan Williams, Michele Thomas, Greg Tedesco, T-Mobile (via email only)
Elaine Critides, Marc Sterling, Verizon Wireless (via email only)

**INTERCONNECTION
AND RECIPROCAL COMPENSATION AGREEMENT**

This Interconnection and Reciprocal Compensation Agreement (“Agreement”) is effective on _____, by and between _____, (hereinafter “ILEC”), and _____, (hereinafter “CMRS Carrier”). ILEC and CMRS Carrier are referred herein collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, ILEC is a local exchange carrier in the State of Kentucky; and,

WHEREAS, CMRS Carrier is a commercial mobile radio service carrier licensed to operate in the MTAs that encompass the State of Kentucky; and,

WHEREAS, ILEC and CMRS Carrier desire to interconnect their networks pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”) for the purpose of exchanging Traffic between the Parties’ customers.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

This Agreement shall cover Interconnection and Reciprocal Compensation arrangements between the Parties’ respective networks in Kentucky.

**SECTION II
DEFINITIONS**

Any term used in this Agreement that is not specifically defined herein will have the definitions assigned to it (if any) in the Act. Any term used in this Agreement that is not defined herein or in the Act will be interpreted in light of its ordinary meaning and usage, including any special or technical meaning or usage which such term may have within the telecommunications industry.

As used in this Agreement, the following terms shall have the meanings specified in this Section:

“Act” means the Communications Act of 1934 (47 U.S.C. 151 *et seq.*), as amended, and as from time to time interpreted in the duly authorized orders and regulations of the FCC.

“CMRS” or “Commercial Mobile Radio Service” is as defined in the Act.

“Commission” means the Kentucky Public Service Commission.

“Direct Interconnection Facilities” means dedicated transport facilities installed between a CMRS Carrier Mobile Switching Center (“MSC”) and an ILEC switch (e.g., tandem, host switch, and/or end office).

“FCC” means the Federal Communications Commission.

“Interconnection” is the linking of two networks for the mutual exchange of Traffic. This term does not include the Transport and Termination of Traffic.

“IntraMTA Traffic” is wireless to wireline and wireline to wireless calls which originate and terminate within the same MTA based on the location of the cell site serving the wireless subscriber at the beginning of the call and the central office for the landline end-user.

“InterMTA Traffic” is wireless to wireline and wireline to wireless calls which do not originate and terminate within the same MTA based on the location of the cell site serving the wireless subscriber at the beginning of the call and the central office for the landline end-user.

“Major Trading Area” (MTA) means a geographic area established by Rand McNally’s 1992 Commercial Atlas and Marketing Guide, 123rd edition, at pages 38-39 and used by the FCC in defining CMRS license boundaries for CMRS carriers for purposes of Sections 251 and 252 of the Act.

“Reciprocal Compensation” means the arrangement between the Parties in which each Party receives compensation from the other for the Transport and Termination on each Party’s network facilities of IntraMTA Traffic that originates on the network facilities of the other Party.

“Termination” means the switching of IntraMTA Traffic at the terminating Party’s end-office switch, or equivalent facility, and the delivery of such IntraMTA Traffic to the called Party.

“Traffic” means all IntraMTA Traffic and InterMTA Traffic that originates on one Party’s network, and terminates on the other Party’s network and is otherwise exchanged pursuant to this Agreement.

“Transport” means the transmission and any necessary tandem switching by a Party of IntraMTA Traffic from the point(s) of interconnection between the Parties to the terminating Party’s end-office switch or equivalent facility that directly serves the called Party.

SECTION III INTERPRETATION AND CONSTRUCTION

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by federal or state government authority. To the extent required by any such subsequently prescribed law, rule,

regulation or guideline, the Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term or condition of this Agreement to it into compliance with such law, rule, regulation or guideline. The headings of the Sections of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

The Parties enter into this Agreement without waiving any of their rights, remedies, or arguments, , and without prejudice to any position either may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters including matters, related to the rates to be charged for Transport and Termination of IntraMTA Traffic or the types of arrangements prescribed by this Agreement.

In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement or the ability of the Parties to perform any material terms of this Agreement, either Party may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, either Party may initiate the Dispute Resolution procedure set forth herein.

SECTION IV TRAFFIC EXCHANGE AND COMPENSATION

The Parties may elect to exchange Traffic directly and/or indirectly as specified in Sections A. and B. below. The Parties agree that they shall compensate each other for the Traffic exchanged on a reciprocal and symmetrical basis at the rates specified in Appendix A.

A. Direct Interconnection

1. Upon CMRS Carrier's request, ILEC and CMRS Carrier shall *interconnect their respective networks* with a Direct Interconnection Facility. CMRS Carrier may purchase such facilities from a third party and/or from ILEC. The rates for facilities purchased from ILEC are specified in Appendix A. CMRS Carrier will bill ILEC for ILEC's portion of the Direct Interconnection Facility based upon the agreed to Usage Factor specified in Appendix A. Each Party shall be financially responsible for any additional costs for the origination of its traffic.
2. Notwithstanding the above, either Party may directly interconnect to the other Party with a one-way trunk at its own expense.

B. Indirect Interconnection

1. All Traffic that is not exchanged via Direct Interconnection Facilities shall be exchanged indirectly through one or more third-party networks.

2. Each Party shall be responsible for (a) all transit charges, if any, generated by calls originated on their respective networks and (b) all costs of the facilities linking its own switch(es) to the third-party transiting tandem..

C. Transit Service

1. Where a third-party carrier subtends an ILEC tandem, ILEC shall provide a transit service to CMRS Carrier which shall include performing an *intermediate switching* and a transport function for the exchange of traffic between CMRS Carrier and the third-party carrier subtending the ILEC tandem. CMRS Carrier shall pay for all mobile-originated traffic transited by the ILEC at the rates specified in Appendix A.
2. Absent the express written consent of the CMRS Carrier, CMRS Carrier shall not be responsible for any charges that a third-party carrier subtending the ILEC tandem may assess on the ILEC for the termination of transited mobile-originated traffic delivered pursuant to this Agreement.

- D. **Billing.** Each Party shall bill the other Party for calls which the billing Party terminates to its own customers and which were originated by the billed Party. Rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. The billed Party shall pay the billing Party for all undisputed charges properly listed on the bill. All bills are due when rendered and considered past due forty-five (45) days after the bill date. If any undisputed amount due on a billing statement is not received on the payment due date, then the billing Party may charge, and the billed Party agrees to pay interest on the past due balance at a rate equal to one and one-half percent (1½%) per month or the maximum non-usurious rate of interest under applicable law. Late payment charges will be included on the next statement.

All bills provided pursuant to this Agreement must be submitted to the non-billing Party within one-year of the date the service was provided or any such charges will be deemed waived.

- E. **Taxes.** The Parties agree that the Party collecting revenues shall be responsible for collecting, reporting and remitting all taxes associated therewith, provided that the tax liability shall remain with the Party upon whom it is originally imposed.

SECTION V INDEPENDENT CONTRACTORS

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the 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 shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

SECTION VI
LIABILITY

- A. Neither Party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other Party's use of service provided under this Agreement. Each Party shall indemnify and defend the other Party against any claims or actions arising from the indemnifying Party's use of the service provided under this Agreement, except to the extent of damages caused by the negligence of the indemnified Party.
- B. Neither Party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.
- C. The liability of either Party to the other Party for damages arising out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of applicable tariff(s) of the Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro-rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors, or defects.

SECTION VII
TERM OF AGREEMENT

- A. This Agreement shall commence on the effective date stated on the first page, subject to its approval by the Commission and shall terminate two (2) years after the effective date.
- B. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party, except that either Party may elect not to renew and terminate by giving the other Party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date.
- C. Either Party may request for this Agreement to be renegotiated upon the expiration of the initial two (2) year term or upon any termination of this Agreement. Not later than forty-five (45) days from the receipt of initial request for renegotiations, the Parties shall commence negotiation, which shall be conducted in good faith. Except in cases in which this Agreement has been terminated for Default pursuant to Section VII.D., the provisions of this Agreement shall remain in force during the negotiation and up to the time that a

successor agreement is executed by the Parties and, to the extent necessary, approved by the Commission.

- D. If either Party defaults in the payment of any undisputed amount due hereunder, and such default shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least ninety (90) days prior to terminating service and received any requisite permission from the appropriate federal and/or state regulatory body.
- E. Termination of this Agreement for any cause shall not release either party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination of this Agreement.

SECTION VIII DISPUTE RESOLUTION PROCESS

- A. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.
- B. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- C. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions will be left to the discretion of the representatives. Prior to arbitration described below, the representatives will utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations will be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which will not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not

prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

- D. If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, then either Party may pursue any remedy available pursuant to law, equity or agency mechanism; provided that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. Each Party will bear its own costs of these procedures. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.
- E. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the parties shall continue to perform their obligations, including making payments, in accordance with this Agreement.

SECTION IX THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a Party to it and no third Party beneficiaries are created by this Agreement.

SECTION X GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Kentucky. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Kentucky, the Commission or the FCC.

SECTION XI FORCE MAJEURE

The Parties shall comply with any applicable orders, rules or regulations of the FCC, Commission and federal and state law during the term of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting directly from acts of God, civil or military authority, acts of public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the control of the non-performing Party.

SECTION XII ENTIRE AGREEMENT

This Agreement incorporates all terms of the Agreement between the Parties, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. This Agreement may not be modified except in writing signed by both Parties, which modification shall become effective thirty (30) days after its execution, unless otherwise mutually agreed by the Parties. The undersigned signatories represent they have the authority to execute this

Agreement on behalf of their respective companies. This Agreement can be executed in separate parts which together will constitute a single, integrated Agreement.

SECTION XIII
NOTICE

Notices shall be effective when received via fax or direct delivery or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of CMRS Carrier to:

Business Name:
Mailing Address:
City/State/Zip Code:
Attention:
Contact Phone Number:

With a copy to:

Business Name:
Mailing Address:
City/State/Zip Code:
Attention:
Contact Phone Number:

Notices shall be effective when received via fax or direct delivery or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of ILEC to:

Business Name:
Mailing Address:
City/State/Zip Code:
Attention:
Contact Phone Number:

Bills and payments shall be effective when received via fax or delivery or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of CMRS Carrier to:

Business Name:
Mailing Address:
City/State/Zip Code:
Attention:
Contact Phone Number:

Bills shall be effective when received via fax or delivery or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of ILEC to:

Business Name:
Mailing Address:
City/State/Zip Code:
Attention:
Contact Phone Number:

or to such other location as the receiving Party may direct in writing. Payments are to be sent to the address on the invoice.

SECTION XIV ASSIGNABILITY

Either Party may assign this Agreement upon the written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stock of either of the Parties. Notwithstanding the foregoing, either Party may assign this Agreement or any rights or obligations hereunder to an affiliate of such Party without the consent of the other Party.

SECTION XV MISCELLANEOUS

- A. Nothing in this Agreement shall prohibit CMRS Carrier from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the CMRS Carrier's license. Traffic originating on such extended networks shall be treated as CMRS Carrier Traffic subject to the terms, conditions, and rates of this Agreement. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as CMRS Carrier Traffic when it originates on such extended network and terminates on ILEC's network, and as ILEC's Traffic when it originates upon ILEC's network and terminates upon such extended network. Traffic traversing on such extended networks shall be subject to the terms, conditions, and rates of this Agreement.
- B. **Dialing Parity:** Pursuant to 47 CFR section 51.207 and 47 USC section 251(b)(3), ILEC shall perform all necessary translations at its own expense to provide its end users the same dialing treatment to call a CMRS Carrier assigned NXX that its end user is provided when dialing an NXX assigned to an incumbent LEC in the same rate center as the CMRS Carrier assigned NXX regardless of whether calls are delivered directly or indirectly.
- C. **Rating:** For rating purposes, calls to an NXX assigned to CMRS Carrier shall be included in any ILEC local exchange calling service, extended area calling service, optional calling scope, or similar program regardless of whether calls are delivered directly or indirectly.

- D. **Network Changes.** If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, including the policies and practices incorporated into this agreement that will materially affect the parties' interconnection, or any other change in its network which will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish at least ninety (90) days in advance of such change, and shall use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission' rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.
- E. **Default Routing**
1. Local Number Portability ("LNP") provides an End User with the ability to retain an existing telephone number when changing from one telecommunications carrier to another. The Parties recognize that some of the traffic to be exchanged under this Agreement may be destined for telephone numbers that have been ported.
 2. In such cases, when more than one carrier is involved in completing the call, the N-1 carrier has the responsibility to determine if a query is required, to launch the query, and to route the call to the appropriate switch or network in which the telephone number resides.
 3. The Parties shall provide LNP query, routing, and transport services in accordance with rules and regulations as prescribed by the FCC and the guidelines set forth by the North American Numbering Council ("NANC"). The applicable charges for LNP query, routing, and transport services on Schedule 1 shall be assessed per query performed.
 4. If a Party does not fulfill its N-1 carrier responsibility, and the other Party performs queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and routes the call to the appropriate switch or network in which the telephone number resides, the N-1 carrier shall be responsible for payment of charges to the other Party for any queries, routing, and transport functions the other Party performs on its behalf. In addition, the N-1 carrier shall be responsible for payment of the reciprocal compensation charges assessed by the terminating carrier and/or the transit charges assessed by a tandem provider associated with each such call.

SECTION XVI NONDISCLOSURE OF PROPRIETARY INFORMATION

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage

information in any form, customer account data and Customer Proprietary Network Information (“CPNI”) as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC and similar information (“Confidential Information”). Confidential Information shall include (i) all information delivered in written or electronic form and marked “confidential” or “proprietary” or bearing mark of similar import; or (ii) information derived by the Recipient from a Disclosing Party’s usage of the Recipient’s network including customer account data and CPNI. For purposes of this Section XVI, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed. Information disclosed orally shall not be considered Confidential Information unless Disclosing Party advises Recipient prior to disclosure that such information is Confidential Information and such information is reduced to writing by the Disclosing Party and delivered to the Recipient within seventy-two (72) hours of disclosure. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.

Information shall not be deemed Confidential Information and the Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient’s possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions by the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party’s Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency provided the Recipient shall give at least thirty (30) days notice (or such lesser time as may be sufficient based on the time of the request) to the Disclosing Party to enable the Disclosing Party to seek a protective order. Each Party agrees that the Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

SECTION XVII
COMPLIANCE WITH SECTION 252(I)

In accordance with Section 252(i) of the Act, ILEC shall make available any interconnection service, or network element provided under an agreement approved under this section to which it is a party to CMRS Carrier upon the same terms and conditions as those provided in the agreement.

By: ILEC

Signature (date)

Printed name and title: _____

By: CMRS Carrier

Signature (date)

Printed name and title: _____

Signature Page dated _____, 2005 to Interconnection Agreement between ILEC and CMRS Carrier.

APPENDIX A
Rates and Billing Procedures

I. INTRAMTA TRAFFIC

Subject to the *de minimis* exception set forth below in section I.D. below, the Parties shall reciprocally and symmetrically compensate one another for IntraMTA Traffic that is terminated to their respective customers at the rates set forth below.

A. Reciprocal Compensation

End office switching: TBD

Tandem switching: TBD

Common Transport - per mile per MOU: TBD

Common Transport - Facilities Termination per MOU: TBD

B. Transit Service TBD per MOU

C. Default Routing Per Queried Call

CMRS Carrier Rate \$ TBD

ILEC Rate See Interstate Access Tariff

D. Billing Method

1. Based on Measurement/Records
 - a) It is the responsibility of the billing party to determine the amount to be billed.
 - b) ILEC may measure or obtain industry standard records (e.g. EMI 11-01-01 records) summarizing Traffic originated by CMRS Carrier and terminating to ILEC provided by the transit provider. This information shall be used by ILEC for billing CMRS Carrier for Traffic terminating to ILEC.
 - c) CMRS Carrier may measure, or obtain industry standard records summarizing Traffic originated by ILEC and

terminated to CMRS Carrier. This information may be used by CMRS Carrier for invoicing ILEC for terminating Traffic to CMRS Carrier.

- d) To the extent that the Parties rely on industry standard records or reports, the Parties agree to accept those reports or records as an accurate statement of Traffic exchanged between the Parties. Either Party may perform an audit of the other Party's billing information related to terminating minutes of use of the billed Party. The Parties agree that such audits shall be performed no more than one time per calendar year. Each Party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited Party during normal business hours.

2. **Based on Factors**

- a) *Traffic Ratio*: In the event one of the Parties is unable to measure traffic pursuant to Section D.1, above, the Parties agree to the following Traffic Ratio Factors to estimate the proportion of total Traffic exchanged between the Parties' networks to be:

Mobile-to-Land	TBD%
Land-to-Mobile	TBD%

- b) To the extent a CMRS Carrier or an ILEC has, or subsequently obtains, the ability to measure terminating usage, the CMRS Carrier or ILEC may begin billing pursuant to Section D.1 above
- c) Either Party may request to revise the default percentages no more than once every six (6) months, based on the previous six (6) months average of actual usage. At the written request of either Party to revise the default percentages for reciprocal compensation, the default percentages will be adjusted based on the Parties' respective percentages of all intraMTA traffic exchanged by the Parties. Any adjustments to the default percentages that is agreed upon by the Parties or otherwise resolved pursuant to Section VIII, will be effective the next billing cycle after the receipt of the written request. In the event of a dispute regarding the adjustment, if any, to the factors, the dispute will be resolved pursuant to the provisions of Section VIII.

- E. Form of Billing:** When billing is based on Traffic factors, the CMRS Carrier may elect to use either mutual or net billing arrangements.
- F. Billing Interval:** Either Party may elect to bill on a monthly or quarterly basis. If either Party wishes to revise its billing method it may do so upon (30) thirty days' written notice to the other Party.
- G. De Minimis Exemption:** Until the total traffic exchanged between the Parties reaches 7,500 minutes each month for three consecutive months the Parties agree that the only compensation will be in the form of the reciprocal Transport and Termination service provided by the other Party, and no billings will be issued by either Party.

II. INTERMTA TRAFFIC

- A. InterMTA Factor:** The Parties agree to the following InterMTA Traffic Factor to estimate the InterMTA portion of the total traffic originated on CMRS Carrier's network and terminated on ILEC's network:
1. TBD% of terminating CMRS Carrier MOUs.
 2. The TBD% interMTA factor will be paid only by the CMRS Carrier and will be split evenly (50/50) between intrastate and interstate jurisdictions (i.e., 50% will be charged at ILEC's tariffed intrastate access rates and 50% will be charged at ILEC's tariffed interstate access rates).

III. FACILITIES

A. Usage Factor

1. The Usage Factor applies to the facility charges incurred for the Direct Interconnection Facility and is based on the proportionate use of the facility by the Parties.
2. The Usage Factor will be the same as the Traffic Ratio factor in D.2.a. above, or as otherwise amended per this Agreement.

B. ILEC Leased Direct Interconnection Facilities \$TBD

-----Original Message-----

From: Eileen Bodamer [mailto:ebodamer@cronincom.com]

Sent: Wednesday, March 01, 2006 9:34 AM

To: Leon Bloomfield; Linda.lowrance@tdstelecom.com; John.selent@dinslaw.com; tpreston@foothills.net; sison@mountaintelephone.com; kgabbard@prtcnet.org; donnie_bennett@scrtc.net; Allison Willoughby; dave@highlandtel.net; JCamp@Gearheart.com; JMcClanahan@nctc.com

Cc: Brown, Bill; Chiarelli, Joe M [LEG]; Van Eckhardt, Michael; Sterling, Marc B.; Atkinson, Bill R [REG]; Jones, Shelley E [NTK]; Critides, Elaine; Ashby, Mark J; Michele.Thomas@T-Mobile.com; Dan Williams; Greg Tedesco (greg.tedesco)

Subject: RE: Kentucky Rural ILECs and Wireless Carrier Interconnection Negotiations

Leon,

I have asked my companies about a joint negotiation as requested in your email letter of Friday the 24th. I have queried Gearheart, Foothills, North Central, Peoples Rural, Mountain Rural, and South Central regarding their interest in participating in such a group.

All of my clients (listed above) do not feel it is practical to combine all of their efforts or to work with all the CMRS providers as a group. While they are open to working together to the extent feasible with ACC (or any one CMRS provider), their issues and progress with the other carriers are too diverse to make this a practical approach. The ITCs themselves are also in differing aspects of what they need accomplished. In several instances my clients already have or feel they will soon have an agreement with some of the CMRS providers ACC proposes to include in this combined effort. Nearly all of the ITCs have an agreement with one or more CMRS carrier.

We appreciate your making this suggestion and I am reviewing your template.

As a housekeeping matter, I have corrected the email addresses for North Central and Gearheart - they were incorrect in your original email. Otherwise, I have kept all the same people on your list except for AllTel. We do not consider them an ITC in Kentucky.

Eileen M Bodamer

Cronin Communications Consultants

770-649-1886 / fax 770-645-6545

415 Hepplewhite Dr., Alpharetta GA 30022

www.cronincom.com

From: Leon Bloomfield [mailto:lmb@wblaw.net]
Sent: Friday, February 24, 2006 7:34 PM
To: Linda.lowrance@tdstelecom.com; Eileen Bodamer; John.selent@dinslaw.com; jimmy.dolan@alltel.com; tpreston@foothills.net; jcamp@gearhart.com; sison@mountaintelephone.com; kgabbard@prtcnet.org; donnie_bennett@scrtc.net; 'Allison Willoughby'; dave@highlandtel.net; jmmccanahan@nctc.com
Cc: 'Brown, Bill'; 'Chiarelli, Joe M [LEG]'; 'Van Eckhardt, Michael'; Marc.Sterling@VerizonWireless.com; 'Atkinson, Bill R [REG]'; 'Jones, Shelley E [NTK]'; Elaine.Critides@VerizonWireless.com; 'Ashby, Mark J'; Michele.Thomas@T-Mobile.com; 'Dan Williams'; 'Greg Tedesco (greg tedesco)'; Bill Brown
Subject: Kentucky Rural ILECs and Wireless Carrier Interconnection Negotiations

Please see attached.

Leon M. Bloomfield

Wilson & Bloomfield LLP
1901 Harrison St., Suite 1620
Telephone: 510.625.8250
Mobile: 510.282.6240
Fax: 510.625.8253

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From: Williams, Dan [mailto:Dan.Williams@T-Mobile.com]
Sent: Thursday, April 20, 2006 5:52 PM
To: jmcclanahan@nctc.com
Cc: Tedesco, Greg
Subject: Reciprocal Compensation Agreement between T-Mobile and North Central Telephone Company

Dear Messrs. Rowland and McClanahan,

As you may be aware, T-Mobile USA, Inc. ("T-Mobile") is actively working with numerous LECs in Kentucky in the negotiation of reciprocal compensation agreements pursuant to 251(b) requests. Sometimes the LECs request T-Mobile to review a LEC generated form, and the sheer quantity of such a request does not make sense from a practical point of view.

North Central is among the LECs in which T-Mobile is negotiating and I am attaching an agreement for your client's review. T-Mobile has found that this reciprocal compensation does the best job of addressing the pertinent issues related to interconnection between CMRS and LECs.

T-Mobile looks forward to entering into a reciprocal compensation agreement with North Central that adheres to the attached form. If I failed to list any other company that you represent in the subject line, please notify me so that I can update my records. Please do not hesitate to contact me if you have any questions.

<<LEC Reciprocal Compensation Agreement - 4-20-06.doc>>

Dan Williams
Corporate Counsel
T-Mobile
12920 SE 38th Street
Bellevue, WA 98006
425-383-5784 (o)
425-383-4840 (f)

RECIPROCAL COMPENSATION AGREEMENT

This Landline/CMRS Reciprocal Compensation Agreement (the "Agreement") is made on the Effective Date by and between T-Mobile USA, Inc. and its Affiliates (collectively, "T-Mobile"), a Delaware corporation with offices at 12920 SE 38th Street, Bellevue, WA 98006, and _____ (hereafter "LEC"), a _____ corporation with offices at _____. This Agreement covers services in the State of _____. T-Mobile and LEC are referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, T-Mobile is authorized by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Service ("CMRS") and provides such service to its end user customers; and,

WHEREAS, LEC is a certified provider of local exchange service in the State of _____; and,

WHEREAS, the mutual exchange, transport and termination of traffic originating on each Party's network is necessary and desirable; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner; and

WHEREAS, the Parties wish to establish a compensation arrangement that compensates each other for terminating telecommunications traffic that originates on the other Party's network.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the provisions of Sections 251-52 of the Act, T-Mobile and LEC hereby covenant and agree as follows:

ARTICLE I: DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. Any term used in this Agreement that is not specifically defined herein shall have the definitions assigned to it (if any) in the Act. Any term used in this Agreement that is not defined herein or in the Act shall be interpreted in light of its ordinary meaning and usage, including any special or technical meaning or usage that such term may have within the telecommunications industry.

1.1. "Act" means the Communications Act of 1934 (47 U.S.C. 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 FCC.

1.2. An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have an equity interest (or the equivalent thereof) of equal to or more than 10 percent.

1.3. "Commercial Mobile Radio Service" ("CMRS") is as defined at 47 C.F.R. § 20.3.

1.4. "FCC" means Federal Communications Commission.

1.5. "Interexchange Carrier" or "IXC" means a provider of telecommunications authorized by the FCC to provide interstate interexchange telecommunications services between states and by the Commission to provide intrastate interexchange telecommunications services.

1.6. "InterMTA Traffic" is that Telecommunications Traffic, which, at the beginning of the call, originates in one Major Trading Area ("MTA"), as defined in 47 C.F.R. § 24.202(a), and terminates in another MTA.

1.7. "Local Exchange Carrier" or "LEC" means any company certificated by the State Commission to provide local exchange telecommunications service.

1.8. "Local Telecommunications Traffic" or "IntraMTA Traffic" means, for the purposes of determining compensation under this Agreement, telecommunications traffic originated and terminated between an end user on LEC's network and an end user on T-Mobile's network that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in § 47 CFR 24.202(a). The origination point and the termination point on LEC's network shall be the End Office serving the calling or called party. The origination point and the termination point on T-Mobile's network shall be the point at which the cell site or access point interfaces the calling or called party at the beginning of the call.

1.9. "Major Trading Area" or "MTA" means the service areas based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39. (47 C.F.R. § 24.202(a)).

1.10. "Rate Center" means the specific geographic point and corresponding geographic area that are associated with each particular NPA-NXX, as referenced in the Local Exchange Routing Guide ("LERG") published by Telcordia Technologies. Such geographic point is identified by a specific V&H coordinate that is used by LEC to calculate distance-sensitive charges for end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.11. "Reciprocal Compensation" means a compensation arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the Transport and Termination on each carrier's network facilities of Local Telecommunications Traffic that originates on the network facilities of the other carrier, as required by Section 251b(5) of the Act and implementing regulations.

1.12. "State Commission" refers to the state regulatory commission for the state in which this agreement may be filed and approved pursuant to Section 252(d)(2) of the Act.

ARTICLE II: GENERAL PROVISIONS

2.1. Telecommunications Traffic. The traffic subject to this agreement shall be Telecommunications Traffic, as defined by Section 1(43) g of the Act, including, without limitation, IntraMTA Traffic and InterMTA Traffic.

2.2. Term and Termination.

2.2.1. Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be twelve (12) months from the Effective Date and thereafter shall continue in effect for consecutive one (1) month terms until either Party gives the other Party at least thirty (30) calendar days written advance notice of termination. Where a notice of termination is given, T-Mobile may, prior to actual the termination date, give notice under Section 251-52 of the Act of its desire to negotiate a successor agreement, in which case this Agreement shall continue in effect until the earlier of the date when a new agreement becomes effective, or the date when all relevant time periods and extensions of such periods for negotiation and/or arbitration under the Act have passed with no new agreement having become effective.

2.2.2. Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a material default by the other Party, *provided however that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof*. Default is defined to include:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; and/or

(b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

2.2.3. Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which has already accrued to the other Party, or which thereafter accrues in any respect to any act or omission in contravention of Agreement or of any obligation which by its nature would be expected to survive termination of this Agreement.

2.3. Assignment. No Party may assign this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, and then only when

such transfer or assignment can be accomplished without interruption of the use or location of Service. Notwithstanding the foregoing, and with written notice to the other Party, a Party may assign this Agreement to (a) any corporation resulting from any merger, consolidation or other reorganization involving the Party, (b) any individual or entity to which the Party may transfer substantially all of the assets and business of the Party, or (c) any entity that controls, is controlled by, or is under common control with the Party, or of which the Party beneficially owns at least fifty percent (50%) of the equity interest therein. All the terms and provisions of this Agreement will be binding upon, will inure to the benefit of and will be enforceable by the Parties and their respective successors and permitted assigns.

2.4. Nothing in this Agreement shall prohibit T-Mobile from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the T-Mobile brand name and license. Traffic originating on such extended networks shall be treated as T-Mobile traffic subject to the terms, conditions, and rates of this Agreement. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as "T-Mobile telecommunications traffic" when it originates on such extended network and terminates on LEC's network, and as "LEC telecommunications traffic" when it originates upon LEC's network and terminates upon such extended network. Telecommunications traffic traversing on such extended networks shall be subject to the terms, conditions, and rates of this Agreement.

2.5. Billing and Payment. This section sets forth all payments and compensation, including, without limitation, Reciprocal Compensation, that may be due between the parties for Telecommunications Traffic. Both parties acknowledge that the Operating Company Numbers ("OCNs") are critical in determining the requisite payments between the parties, and as such, agree that no payments shall be due and payable until each party informs the other party of its OCNs, not to be unreasonably withheld or delayed.

2.5.1. Compensation. The Reciprocal Compensation due and payable for each party shall be the product of the total number of Local Telecommunications Traffic minutes between the parties, multiplied by the Traffic Ratio Factor assigned to the party set out in Appendix A, A-2, and again multiplied by the rate set forth in Appendix A, A-1. If T-Mobile elects, then such Reciprocal Compensation due and payable between the parties shall be based on actual minutes, not Traffic Ratio Factors as identified above, so that the Reciprocal Compensation due and payable for each party shall be the product of the number of Local Telecommunications Traffic minutes it originates and is transported and terminated by the other party multiplied by the rate set forth in Appendix A, A-1. Both parties acknowledge and agree that there is no InterMTA Traffic exchanged between the parties; and to the extent there is some InterMTA Traffic, such traffic is exchanged via an IXC and all compensation for such InterMTA Traffic is set forth in any applicable agreements or tariffs between the party entitled to compensation and the IXC. (For example purposes, if the Local Telecommunications Traffic was 100 minutes, a party's Traffic Ratio Factor was 60%, and the applicable rate set forth in A-1 was \$0.004, then the product would be \$0.24 derived by $100 * 0.6 * 0.004$. Likewise, if the actual minutes originated by the party was 55 minutes, then the product would be \$0.22 derived by $55 * 0.004$).

2.5.2. Billing. For purposes of this Article 2.5, the Party sending a bill to the other Party is referred to as the "billing Party" and the Party receiving a bill from the other Party is referred to as the "invoiced Party." The billing party shall send an invoice to the invoiced

party no more than once per month and the invoiced party agrees to pay the billing party within forty-five (45) calendar days of the date the bill was received. Both parties agree that no compensation is due or payable for Local Telecommunications Traffic that is not billed within six (6) months of the date it was completed or prior to the Effective Date of this Agreement, whichever is shorter.

2.5.3. Dispute. If either Party disputes a billing statement received from the other Party, the invoiced Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. Provider shall not bill Customer for traffic terminated more than one hundred and twenty (120) calendar days before the date of invoice. The Parties shall work diligently and in good faith toward resolution of all billing issues.

2.5.4. Late Payment Charges. If any undisputed amount due on the billing statement is not received by the billing Party on the payment date, billing Party may charge, and invoiced Party agrees to pay, interest on the past due balance at a rate of eight percent (8%) per annum. Late payment charges shall be included on the next statement.

2.5.5. Form of Payments. Payments made to Provider by T-Mobile will be issued through T-Mobile's electronic payment system, currently provided by the Xign Payment Services Network. Provider shall provide a point of contact and follow reasonable enrollment instructions provided by T-Mobile to enroll Provider in the electronic payment system and thereby receive payment due under this Agreement electronically.

2.5.6. Taxes. The Parties shall be responsible for any applicable federal, state or local use, excise, or sales taxes, fees, or assessments in connection with the service furnished pursuant hereto, excluding any taxes based upon a Party's property, net income or gross receipts. The Billed Party shall pay all such amounts directly to the taxing authority unless the taxing authority requires that the Billing Party collect and remit payment, in which event the Billed Party shall pay said amounts to the Billing Party and the Billing Party shall remit such amounts to the authority. The Parties shall cooperate in taking all reasonable actions necessary to minimize, or to qualify for exemptions from, any such taxes, duties or liabilities. The Billed Party shall provide all information to the Billing Party of any exemption of sales, use or other tax claimed by the Billed Party and shall immediately notify the Billing Party of any change in the Billed Party's tax status.

2.5.7. Tandem Records. The Billing Party may measure, or obtain either Category 1101 records or a monthly traffic distribution report from the tandem operator summarizing Local Telecommunications Traffic originated by the invoiced party and terminating to the billing party. The Parties agree to accept those reports or records as an accurate statement of Local Telecommunications Traffic exchanged between the Parties. To the extent any Party challenges the accuracy of such records, that challenging Party will bear burden and cost of working with the Third Party Tandem Provider to correct the records.

2.5.8. Balanced Traffic. The Parties agree to bill each other for Local Telecommunications Traffic as described in this Agreement unless the Local Telecommunications Traffic exchanged between the Parties is roughly balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Local Telecommunications

Traffic exchanged, both directly and indirectly, equals or falls between 55% / 45% in either direction. When the actual usage data for three (3) consecutive months indicates that the Local Telecommunications Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Reciprocal Compensation on a per minute basis. Upon written consent by the Party receiving the request, which shall not be unreasonably withheld, conditioned or delayed, there will be no billing for Reciprocal Compensation on a going forward basis (i.e., bill and keep). The Parties' agreement to eliminate billing for Reciprocal Compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above.

2.5.9. De Minimis Traffic. In the event the Local Telecommunications Traffic terminated on the Parties' respective networks is *de minimis* such that the total minutes for which either Party is entitled to compensation is less than fifty thousand (50,000) minutes of use for a one (1) month period, the Parties agree that the only Reciprocal Compensation for such Local Telecommunications Traffic will be in the form of the reciprocal Transport and Termination services provided by the other Party, and no billings will be issued by either Party (i.e., Bill and Keep).

2.6. Confidential Information.

2.6.1. Identification. Either Party may disclose to the other Party proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must either (1) be in the form of billing, traffic and systems information relating to one Party and acquired by the other Party in the course of performing under this Agreement; or (2) must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within five (5) calendar days after oral disclosure.

2.6.2. Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) that all Confidential Information shall be and shall remain the exclusive property of the providing Party;
- (b) not to disclose or use the Confidential Information of the other Party except as required for performance under this Agreement; and
- (c) to destroy or return to the disclosing Party, at and upon its request, all copies of any Confidential Information of the disclosing Party; and;
- (d) to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature, which in no event shall be less than a reasonable standard of care.

2.6.3. Exceptions. The obligations set forth in this Article 2.7 shall not apply to any Confidential Information that was legally in the receiving Party's possession prior to receipt from the disclosing Party, was received in good faith from a third party not subject to a confidential obligation to the disclosing Party, now is or later becomes publicly known through no breach of confidential obligation by the receiving Party, was developed by the receiving Party without the developing persons having access to any of the Confidential Information received in confidence from the disclosing Party, or that is required to be disclosed pursuant to subpoena or other judicial process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the receiving Party shall give prior notice to the disclosing Party and shall reasonably cooperate if the disclosing Party deems it necessary to seek protective arrangements.

2.6.4. Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of five (5) years from the date of the initial disclosure of the Confidential Information.

2.7. Dispute Resolution.

2.7.1. Alternative to Litigation. Except for the enforcement of the provisions of Article 2.8 hereof, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except as otherwise stated in the preceding sentence, and except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

2.7.2. Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith and authorized to resolve the relevant dispute. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for the purpose of settlement, exempt from discovery and production, which shall not be admissible in arbitration or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

2.7.3. Arbitration. Except as otherwise provided in paragraph 2.8.1 above, if negotiations fail to produce within ninety (90) days a resolution to any dispute arising in conjunction with this Agreement, either Party may upon notice to the other submit the dispute to binding arbitration, which arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association applicable to commercial contract disputes, then in effect.

2.8. Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements,

negotiations, proposals and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, express or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

2.9. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, industry labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

2.10. Governing Law. This Agreement shall be governed by and construed in accordance with the Telecommunications Act of 1996, the order(s) of the FCC construing and implementing the Act (including, but not limited to, First Report and Order, CC Docket No. 96-98 and 95-185, released August 8, 1996), and to the extent not inconsistent therewith, the domestic laws of the State of _____, without giving effect to the conflicts of law provisions thereof.

2.11. Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all applicable laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

2.12. Liability and Indemnity. **EACH PARTY ("INDEMNIFYING PARTY") HERETO AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY ("INDEMNIFIED PARTY"), ITS SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND AFFILIATES (AND THE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF SUCH AFFILIATES) FROM ALL LOSSES, CLAIMS, DEMANDS, DAMAGES, EXPENSES, SUITS, OR OTHER ACTIONS, OR ANY LIABILITY WHATSOEVER (INCLUDING COSTS AND REASONABLE ATTORNEY'S FEES) SUFFERED BY THE INDEMNIFIED PARTY ARISING OUT OF OR IN CONNECTION WITH (I) ANY CLAIM INVOLVING AN ALLEGATION OF INVASION OF PRIVACY ARISING, DIRECTLY OR INDIRECTLY, FROM THE ACT OR OMISSION OF THE INDEMNIFYING PARTY; (II) ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS CAUSED, DIRECTLY OR INDIRECTLY, BY THE ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY, RESULTING FROM GROSS NEGLIGENCE OR**

WILLFUL MISCONDUCT; (III) ANY LOSS, DAMAGE, OR DESTRUCTION OF PROPERTY, WHETHER OR NOT OWNED BY THE INDEMNIFIED PARTY CAUSED, DIRECTLY OR INDIRECTLY, BY THE INDEMNIFYING PARTY; (IV) ANY ACTUAL OR ALLEGED DEFAMATION, LIBEL, SLANDER, INTERFERENCE WITH OR MISAPPROPRIATION OF PROPRIETARY OR CREATIVE RIGHT, OR ANY OTHER INJURY TO ANY PERSON OR PROPERTY ARISING OUT OF CONTENT TRANSMITTED BY THE INDEMNIFYING PARTY OR ITS END USERS.

2.12.1. DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

2.12.2. LIMITATION OF LIABILITY. EXCEPT TO THE EXTENT THE SAME ARISE OUT OF ANY BREACH OF AN INDEMNIFICATION OR CONFIDENTIALITY AGREEMENT OR OBLIGATION BETWEEN THE PARTIES, OR ARISE OUT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL, INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF EQUIPMENT OR SOFTWARE, OR THE LOSS OF USE OF SOFTWARE OR EQUIPMENT, OR ACCESSORIES ATTACHED THERETO, DELAY, ERROR, OR LOSS OF DATA DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER. IN CONNECTION WITH THIS LIMITATION OF LIABILITY, THE PARTIES RECOGNIZE THAT EITHER PARTY MAY, FROM TIME TO TIME, PROVIDE ADVICE, MAKE RECOMMENDATIONS, OR SUPPLY OTHER ANALYSIS RELATED TO THE SERVICES DESCRIBED IN THIS AGREEMENT, AND, EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS LIMITATION OF LIABILITY SHALL APPLY TO PROVISION OF SUCH ADVICE, RECOMMENDATIONS, AND ANALYSIS.

2.12.3. Intellectual Property. Neither Party shall have any obligation to defend, indemnify, or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

2.13. Most Favored Nation. If LEC enters into an agreement that is approved by the State Commission, which provides for transport and termination of Telecommunications Traffic within the State, LEC shall upon request of T-Mobile, if applicable, promptly make available to

T-Mobile such arrangement upon the same rates, terms and conditions. T-Mobile's entry into this Agreement in no way constitutes a waiver of its rights under Section 252(i) of the Act.

2.14. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

2.15. Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to LEC:

If to T-Mobile:

General Counsel
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

With copy to:

Carrier Management
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

2.16. Regulatory Agency Control. This Agreement shall at all times be subject to approval, changes, rules and regulations of the FCC and/or the State Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

2.17. Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. Notwithstanding the provisions above, to the extent required by any such subsequently prescribed law, rule, regulation or guideline, 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, regulation or guideline.

2.18. Miscellaneous. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this

Agreement. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or required to be materially modified, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal or modification of that provision results, in the opinion of either Party, in a material change to this Agreement. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both LEC and T-Mobile. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld, conditioned or delayed. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

ARTICLE III: TRANSPORT AND TERMINATION OF TRAFFIC

3.1. Transport and Termination of Traffic. Each party is responsible for delivering (transiting) the Local Telecommunications Traffic to the terminating Party in a manner chosen by the originating Party provided only that no access charges are paid or received by either Party hereto. Such traffic includes that traffic which is delivered indirectly via a third-party switch ("Transited Traffic"). Upon receipt of Local Telecommunications Traffic originated by a party, the other party is responsible for transporting the Local Telecommunications Traffic within its network to the appropriate end office, MSC, or functionally equivalent facility, and terminating (or completing) the Local Telecommunications Traffic to an end user.

3.1.1. Alternate Facility and Transport Providers. Either Party may utilize the transit services of a third-party carrier or may provide its own Facilities and transport for the delivery of traffic from its network to the relevant POC on the other Party's network. The originating Party shall not charge the terminating Party any third-party costs of transit. The subject Facilities may be purchased or leased from a third party or from LEC.

3.1.2. Other Types of Transited Traffic. In addition, LEC will, unless notified to the contrary by T-Mobile, pass Transited Traffic to and from T-Mobile and any third-party end office which subtends LEC's; provided that LEC shall have no obligation to pay, or right to collect termination compensation for such Transited Traffic. The above notwithstanding, LEC may collect tandem switching and transport charges from the originating carrier for such Transited Traffic.

3.2. Network Management and Maintenance. The Parties will work cooperatively to install and maintain reliable networks. The Parties will exchange appropriate information (e.g., maintenance contact numbers and network information, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

3.2.1. Network Management Controls. Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management

center. A FAX number must also be provided to facilitate notifications for planned mass calling events.

T-Mobile
24 Hr.: (888) 662-4662
FAX: (425) 378-4040

LEC Telephone Company
24 Hr.: (xxx) xxx-xxxx
FAX: (xxx) xxx-xxxx

3.2.2. Before either Party reports a trouble condition, it must first use its reasonable efforts to identifying the trouble as originating the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

3.3. Number Resources.

3.3.1. Number Assignment. Nothing in this Agreement shall be construed in any manner, limit, or otherwise adversely to impact either Party's right to employ or to request and be assigned any NANP number resources, including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. "NANP" means the system of telephone numbering employed in the United States, Canada, and the Caribbean countries that employ NPA 809.

3.3.2. Rate Centers. For purposes of appropriately applying LEC's toll tariff to its end user customers, LEC will utilize Rate Centers published in the LERG for T-Mobile NPA-NXX codes. Calls to such NPA-NXXs will be rated no less favorably than calls by LEC customers to other NPA-NXXs with the same Rate Center. To the extent T-Mobile imposes distance-sensitive charges on its customers for calls to LEC's NPA-NXXs, T-Mobile will similarly recognize LEC's Rate Centers and will rate calls to them in a way that is no less favorable than calls by T-Mobile customers to other NPA-NXXs with the same Rate Centers.

3.3.3. Local Calling Area. LEC agrees that T-Mobile's NPA-NXX codes within the MTA will be local calls for LEC's subscribers wherever the assigned Rate Center is within the local calling area (or EAS area) of the calling party.

3.3.4. Code Administration. The Parties will comply with code administration requirements as prescribed by the FCC, the State Commission and accepted industry guidelines.

3.3.5. Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

3.4. Common Channel Signaling ("CCS").

3.4.1. Service Description. The Parties will provide CCS to one another via SS7 network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and IntraLATA call set-up signaling,

including ISUP and Transaction Capabilities Application Part ("TCAP") messages to facilitate interoperability of CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

3.4.2. Privacy. Each Party will honor all rules and statutes concerning privacy indicators as required under applicable law.

3.5. The Parties shall adjust compensation for the transport and termination of Telecommunications Traffic in the event of State Commission approved rates based on a cost study (performed consistently with then applicable FCC regulations relating to Telecommunications Traffic) as a result of a rate decision by the State Commission or as a result of arbitration involving one of the Parties. The effective date of the new rate will be the effective date of the State Commission order. The Parties agree to true up to generally applicable rates within a forty-five (45) day period.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date of the last Party to sign written below (the "Effective Date").

T-Mobile USA, Inc.

LEC Telephone Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPENDIX A:
RATES AND CHARGES**

TRANSPORT AND TERMINATION

A.1. Reciprocal Termination Compensation. Each Party will pay the other \$_____ per minute in Reciprocal Compensation for Local Telecommunications Traffic as set forth in the Agreement.

A. 2. Traffic Ratio Factors. This Traffic Ratio Factors are:

LEC:	40%
T-Mobile:	60%

DRAFT

From: Williams, Dan [mailto:Dan.Williams@T-Mobile.com]
Sent: Monday, May 08, 2006 7:24 PM
To: Eileen Bodamer
Cc: Tedesco, Greg; JMcClanahan@nctc.com
Subject: RE: Reciprocal Compensation Agreement between T-Mobile and your clients Coalfields Telephone, Foothills Rural Telephone, Mountain Telephone, Peoples Telephone, and South Central

A single letter works for T-Mobile. I'd suggest 10/31/06 as a closing date. The AWS auction runs through September. Attached is a template.

From: Eileen Bodamer [mailto:ebodamer@cronincom.com]
Sent: Monday, May 08, 2006 3:18 PM
To: Williams, Dan
Cc: Tedesco, Greg; JMcClanahan@nctc.com
Subject: RE: Reciprocal Compensation Agreement between T-Mobile and your clients Coalfields Telephone, Foothills Rural Telephone, Mountain Telephone, Peoples Telephone, and South Central

Dan,

Please go ahead and include North Central with this group. This answer is for them as well.

Thanks,

Eileen M Bodamer
Cronin Communications Consultants
770-649-1886 / fax 770-645-6545
415 Hepplewhite Dr., Alpharetta GA 30022
www.cronincom.com

From: Eileen Bodamer
Sent: Monday, May 08, 2006 6:17 PM
To: 'Williams, Dan'
Cc: Tedesco, Greg
Subject: RE: Reciprocal Compensation Agreement between T-Mobile and your clients Coalfields Telephone, Foothills Rural Telephone, Mountain Telephone, Peoples Telephone, and South Central

Yes, I am not dealing with AWS but this window came and opened fast and I have 5 agreements under review. While I think you guys technically requested later than the others and therefore we still have time, I would just as soon agree the window gets pushed out regardless.

How do you suggest we proceed? A single letter or individual?

Eileen M Bodamer
Cronin Communications Consultants
770-649-1886 / fax 770-645-6545

415 Hepplewhite Dr., Alpharetta GA 30022
www.cronincom.com

From: Williams, Dan [mailto:Dan.Williams@T-Mobile.com]
Sent: Monday, May 08, 2006 5:40 PM
To: Eileen Bodamer
Cc: Tedesco, Greg
Subject: RE: Reciprocal Compensation Agreement between T-Mobile and your clients Coalfields Telephone, Foothills Rural Telephone, Mountain Telephone, Peoples Telephone, and South Central

Just checking in to get a status update of your review. Given our arbitration window fast approaching and the upcoming AWS auction quiet period, I would like to suggest we push the arbitration window back to a point beyond the AWS auction.

From: Williams, Dan
Sent: Thursday, April 20, 2006 4:43 PM
To: ebodamer@cronin.com
Cc: Tedesco, Greg
Subject: Reciprocal Compensation Agreement between T-Mobile and your clients Coalfields Telephone, Foothills Rural Telephone, Mountain Telephone, Peoples Telephone, and South Central

Dear Ms. Bodamer,

As you may be aware, T-Mobile USA, Inc. ("T-Mobile") is actively working with numerous LECs in Kentucky in the negotiation of reciprocal compensation agreements pursuant to 251(b) requests. Sometimes the LECs request T-Mobile to review a LEC generated form, and the sheer quantity of such a request does not make sense from a practical point of view.

Your clients are among those LECs in which T-Mobile is negotiating and I am attaching an agreement for your client's review. T-Mobile has found that this reciprocal compensation does the best job of addressing the pertinent issues related to interconnection between CMRS and LECs.

T-Mobile looks forward to entering into a reciprocal compensation agreement with your clients that adheres to the attached form. If I failed to list any of your clients in the subject line, please notify me so that I can update my records. Please do not hesitate to contact me if you have any questions.

<< File: LEC Reciprocal Compensation Agreement - 4-20-06.doc >>

Dan Williams
Corporate Counsel
T-Mobile
12920 SE 38th Street
Bellevue, WA 98006
425-383-5784 (o)
425-383-4840 (f)

October 11, 2005

RE: _____ & T-Mobile Agreement to Extend Interconnection Agreement Negotiations

Dear ____:

By this letter the Michigan ____, (all collectively referred to as “____”) and T-Mobile USA, Inc. (“T-Mobile”) acknowledge and agree that T-Mobile received a request for interconnection pursuant to Section 251 of the Communications Act of 1934, as amended, from ____ on August 25, 2005. Therefore, pursuant to Section 252 of the Act, T-Mobile and ____ agree that the arbitration window for these agreements opens on ____, 2006 and closes ends on October 31, 2006.

Sincerely,

Dan Williams
On behalf of T-Mobile USA, Inc.

Agreed by:

On behalf of