Dinsmore&Shohl LLP
ATTORNEYS

Edward T. Depp
(502) 540-2348 (Direct Dial)
tip.depp@dinslaw.com

RECEIVED
AUG 25 2010
PUBLIC SERVICE
COMMISSION

August 24, 2010

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

Re: ***Interconnection Agreement between Highland Telephone Cooperative, Inc. and Alltel Communications, LLC d/b/a Verizon Wireless, Cellco Partnership d/b/a Verizon Wireless, DC Kentucky Newco, LLC by RCC Atlantic Licenses, LLC, GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless, New Par d/b/a Verizon Wireless by Verizon Wireless (VAW) LLC, and Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless by Cellco Partnership, (collectively, "Verizon Wireless")***

Dear Mr. Derouen:

Enclosed for filing with the Public Service Commission of the Commonwealth of Kentucky is an original and four (4) copies of the interconnection agreement between Highland Telephone Cooperative, Inc. and Verizon Wireless. In addition, we have enclosed an electronic copy in .pdf format.

Please return a file-stamped copy of the interconnection agreement in the self-addressed, stamped envelope provided.

Sincerely,

DINSMORE & SHOHL LLP

Edward T. Depp

ETD/kwi

Enclosures

cc: Lance D. Murphy, Esq. (w/ enclosure)
John E. Selent, Esq. (w/o enclosure)

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INTERCONNECTION AGREEMENT FOR TRANSPORT AND TERMINATION OF TRAFFIC

("CMRS-LEC AGREEMENT")

Between

RECEIVED
AUG 25 2010
PUBLIC SERVICE COMMISSION

Highland Telephone Cooperative, Inc.

and

Verizon Wireless

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INTERCONNECTION AGREEMENT FOR TRANSPORT AND TERMINATION OF TRAFFIC ("CMRS-LEC AGREEMENT")

Pursuant to this CMRS-LEC Agreement, Highland Telephone Cooperative, Inc. ("LEC") and the Verizon Wireless entities listed in the signature block ("CMRS Provider") will extend certain network arrangements to one another as specified below.

Recitals

WHEREAS, CMRS Provider is a Commercial Mobile Radio Services ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS; and

WHEREAS, LEC is a Local Exchange Carrier ("LEC") providing telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties desire to interconnect their respective CMRS and LEC network facilities pursuant to Sections 251/252 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 for the purpose of delivery of specific traffic for transport and termination on the other Party's network; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LEC and CMRS Provider hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" is As Defined in the Act.

1.3 "Agreement" means this Interconnection Agreement for Transport and Termination of Traffic ("CMRS-LEC Agreement"), together with all appendices, exhibits, schedules, and other attachments hereto.

1.4 "Central Office Switch" means a switch used by LECs to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate lines from individual stations for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.5 "Commercial Mobile Radio Service" or "CMRS" means Commercial Mobile Radio Service as defined in Part 20 of the FCC's Rules.

1.6 "Commission" means the Kentucky Public Service Commission.

1.7 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System Seven ("SS7").

1.8 "DS1" is a digital signal rate of 1.544 Mbps (MEGA Bits Per Second).

1.9 "DS3" is a digital signal rate of 44.736 Mbps.

1.10 "FCC" means the Federal Communications Commission.

1.11 "Information Service" is as defined in the Act.

1.12 "Interconnection" for purposes of this Agreement refers to the direct or indirect linking of the CMRS Provider and LEC networks at the Interconnection Point for the delivery of traffic pursuant to the terms and conditions of this Agreement.

1.13 "Interconnection Point" or "IP" is a demarcation point on the incumbent network of LEC.

1.14 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.15 "Inter-MTA Traffic" is traffic, that at the beginning of the call, is originated by an end user of one Party in one MTA and is terminated to an end user of the other Party in another MTA.

1.16 "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.17 "Major Trading Area" or "MTA" means Major Trading Area as defined in Section 24.202(a) of the FCC's rules.

1.18 [LEFT BLANK]

1.19 "NXX" means a three-digit code valid within an area code which appears as the first three digits of a seven-digit telephone number with the exception of the special 500, 600, 700, 800, and 900 codes and other similar special codes that may come into common usage in the future.

1.20 "Party" means either LEC or CMRS Provider, and "Parties" means LEC and CMRS Provider.

1.21 "Rate Center" means the specific geographic point ("Vertical and Horizontal" or "V & H" coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point

identified by a specific V & H coordinate which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center. The use by a CMRS provider of a Rate Center V & H for mobile CMRS services does not necessarily indicate the location of the CMRS mobile user.

1.22 "Subject Traffic," as defined in 47 C.F.R. § 51.701(b)(2), is traffic exchanged between LEC and CMRS Provider that, at the beginning of the call, originates and terminates within the same Major Trading Area. The definition and use of the term "Subject Traffic" for purposes of calculating reciprocal compensation that may be due under this Agreement has no effect on the definition of local traffic or the geographic area associated with local calling under either Party's respective end user service offerings.

1.23 "Telecommunications" is as defined in the Act.

1.24 "Telecommunications Carrier" is as defined in the Act.

1.25 "Termination" is as defined by FCC Regulations.

1.26 "Transport" is as defined by FCC Regulations.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits, Appendices, and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices, and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including CMRS Provider's, LEC's or other third party offerings, guides or practices), statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state tariffs of the Parties. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this Agreement shall prevail. This agreement supersedes any prior agreement between the Parties.

3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and prices under which the Parties agree to exchange Subject Traffic and Inter-MTA Traffic.

3.2 Subject Traffic includes intraMTA land-to-mobile toll calls that are dialed as 1+ calls and are carried by an IXC or any other toll provider. CMRS Provider will not designate, in industry routing databases, any of its NPA-NXX codes used for its services to CMRS end-users as subtending any LEC tandem for terminating interexchange carrier traffic purposes unless and until LEC has agreed to such arrangement and the Parties have mutually agreed, in writing, upon terms and conditions for such arrangements for terminating interexchange carrier traffic. All charges that LEC bills and collects from an interexchange carrier for traffic LEC originated to, or terminates from, the interexchange carrier will be retained by LEC. There will be no sharing of access charge revenue that LEC bills either interexchange carriers or any other carriers that obtain access services from LEC. There will be no access services provided jointly between the Parties pursuant to this Agreement.

3.3 Compensation for the Transport and Termination of Subject Traffic does not apply to non-CMRS traffic. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary functions. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party or of any third party.

3.4 This Agreement shall not be used by either Party to deliver any other traffic not specifically allowed under this Agreement in this Section 3.0. It will constitute a default of this Agreement for a Party to deliver any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.0.

4.0 SERVICE AGREEMENT

4.1 Methods of Interconnection.

4.1.1 The Parties agree to interconnect within the incumbent LEC network of LEC at one or more suitable and technically feasible Interconnection Points consistent with the options set forth in this Section 4.1. Interconnection will be provided for switching through an appropriate LEC switching office. The IP(s) will be set forth in Appendix A.

4.1.2 Either Party shall be permitted to use a third party carrier's facilities for purposes of establishing interconnection indirectly with the other Party at the IP(s) and the exchange of traffic that is within the scope of this Agreement between the Parties. Traffic exchanged indirectly will be subject to the compensation stated in Appendix B. The Party originating the Subject Traffic shall be responsible for the payment to any third party carrier for any charges associated with the Indirect Interconnection scenario contemplated herein and with any functions provided by the third party that allows for the exchange of traffic between the Parties as contemplated herein.

4.1.3 The Indirect Interconnection arrangement described in Section 4.1.2, above, shall only be available so long as the total volume of traffic originated by one Party and terminated by the other Party (pursuant to the terms of this Agreement) does not exceed 375,000 minutes of usage per month, for three (3) consecutive months. If the total monthly volume of traffic originated by one Party and terminated by the other Party exceeds 375,000 minutes of usage per month, for three (3) consecutive months, a dedicated trunk group shall be

required for the exchange of traffic pursuant to this Agreement, and such trunk group shall be established pursuant to the terms and conditions set forth in Section 4.1.4, below.

4.1.4 Direct Interconnection. When the total monthly volume of traffic originated by one Party and terminated by the other Party exceeds the threshold set forth in section 4.1.3, above, either Party may provide written notification to the other Party that a dedicated trunk group(s) is required, and the Parties agree to establish such a dedicated trunk group(s) for connection at the IP(s) as follows: (i) within thirty (30) days of either Party receiving notification, CMRS Provider shall either (a) order dedicated interconnection trunks from any carrier that may connect with LEC at the IP(s), or (b) establish physical network interconnection directly at the IP(s); (ii) the Parties will coordinate the provisioning and quantity of trunks; and (iii) both Parties shall provide commercially reasonable resources to support normal installation intervals for the dedicated interconnection trunks. The Parties shall interconnect the dedicated facilities on a two-way trunk basis, and each party will bear all facilities costs on its side of the IP.

4.1.5 Neither Party shall deliver third-party traffic over a dedicated facility established pursuant to this section.

4.2 Service Arrangement. This Agreement provides for the following arrangements between the Parties for the purpose of delivery by one Party of specific traffic for Transport and Termination on the other Party's network.

4.2.1 The service arrangement involves trunk side connection for switching through a LEC switching office. This Agreement does not apply to, and the trunk service arrangement cannot be used for traffic originated or terminated on third party networks.

4.2.1.1 For traffic terminating on LEC, the trunk service arrangement may be used by CMRS Provider to deliver traffic only for termination to valid NXX codes associated with LEC end offices that subtend the specific tandem office to which the trunk interconnection is made.

4.2.1.2 Based on the specific LEC local service area of the originating LEC end user, the trunk service arrangement may be used by LEC to deliver traffic only to designated NPA-NXXs of CMRS Provider for which the associated rate center (as determined by V&H coordinates) is within the specific LEC local service area of the originating LEC end user.

4.2.1.3 The delivery of traffic pursuant to Subsections 4.2.1.1 and 4.2.1.2 does not create legal or regulatory obligations for either Party that do not otherwise apply pursuant to applicable law.

4.3 Signaling.

4.3.1 When direct interconnection trunks are established, SS7 connectivity will be provided, and all SS7 signaling parameters shall be delivered, in accordance with prevailing industry standards. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for originating carrier identification, local call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate full interoperability of all CLASS features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as database queries) will be jointly negotiated and agreed upon. Each Party will honor all Privacy Indicators as required under applicable law. CMRS Provider must interconnect, directly or indirectly, with the

LEC's Signal Transfer Points ("STPs") serving the area in which Subject Traffic and Inter-MTA Traffic will be exchanged. CMRS Provider may choose a third-party SS7 signaling provider to transport signaling messages to and from LEC's SS7 network.

4.3.2 For indirect interconnection, each party shall populate all SS7 message fields in accordance with industry standards.

4.3.3 For purposes of exchanging SS7 messages with respect to the traffic that is within the scope of this Agreement, neither Party shall assess SS7 message charges or tariffed SS7 charges on the other Party. Any use by either Party of the other Party's SS7 network or SS7 service functionality, beyond the simple sending of SS7 messages as set forth in this Section 4.3, is outside the scope of this interconnection agreement.

4.4 Dialing Parity. The Parties shall comply with Local Dialing Parity and Toll Dialing Parity as required by applicable law. When a CMRS Provider end-user has a telephone number that is assigned (as recorded in the Local Exchange Routing Guide) to a rate center within the non-optional local calling area of LEC's originating end-user, LEC shall provide local dialing and rating parity for calls originated by its end-user(s) to such telephone number(s) of CMRS Provider end-user(s).

5.0 COMPENSATION ARRANGEMENTS

5.1 Subject Traffic. Each Party shall pay the other Party for Transport and Termination of Subject Traffic that either Party delivers to the other Party's network pursuant to the provisions of this Agreement. The Parties agree that LEC will not provide any compensation to CMRS Provider for traffic associated with one-way CMRS, including paging services, provided by CMRS Provider.

5.2 Rate Structure. An IP(s) will be established between the Parties' networks as specified in Appendix A for the delivery of traffic described in Section 3.1. For any specific IP, a single, combined, per-minute rate, as specified in Appendix B, will apply which encompasses total compensation for Transport, call Termination and any other facilities utilized to terminate Subject Traffic on the other Party's respective network.

5.3 [LEFT BLANK.]

5.4 Inter-MTA Traffic. The specific compensation arrangements set forth in this Agreement for Subject Traffic are not applicable to Inter-MTA Traffic. CMRS Provider will provide compensation to LEC for terminating Inter-MTA Traffic according to the terms and conditions of LEC's applicable federal and state access tariffs. The Parties will apply the percent usage factors for the relative amounts of Inter-MTA Traffic (compared to Subject Traffic) as set forth in sections 3 and 4 of Appendix A. The Parties recognize that the Inter-MTA traffic may be both Interstate and Intrastate in nature. For the Inter-MTA traffic, the Parties will use mutually accepted Interstate and Intrastate factors as specified in Appendix A. Interstate access charges will apply to the percentage of Inter-MTA Traffic that is interstate in nature; intrastate access charges will apply to the percentage of Inter-MTA Traffic that is intrastate in nature.

5.5 Billing. To the extent a Party has the ability to adequately measure, bill and verify terminating traffic, the Party may utilize its own actual terminating measurement of usage for purposes of billing pursuant to this Agreement. In addition, either party may obtain industry-standard records (e.g. EMI 11-01-01 records). However, in the event that CMRS Provider may

not be capable of measuring traffic, then the Parties agree to use the default percentages set forth in Section 2 of Appendix A for the application of charges pursuant to this Agreement.

5.6 Audits. Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") records for the purposes of evaluating the accuracy of the Audited Party's bills and compliance with the terms and conditions of this Agreement. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if an immediately preceding audit found net inaccuracies having an aggregate value of at least $50,000 in favor of the Auditing Party. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all records reasonably necessary to assess the accuracy of the Audited Party's bills and compliance with the terms and conditions of this Agreement.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. In the event that the provision of ninety (90) days notice is not possible, the Party making the change shall provide notification within ten (10) business days after the determination to make the network change.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 The parties will exchange traffic and volume forecasts once per year as necessary for the Parties' planning of interconnection facilities and trunking capacity. The form of such forecasts will be mutually determined by the Parties.

7.2 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering of such traffic it receives in that mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. Such facility shall be designed based upon the description provided under Section 4.0 above. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

7.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's Customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.4 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the services, facilities or equipment of the other Party shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; or cause damage to the other Party's plant, impair the privacy of any communications carried over the facilities or create hazards to the employees of the other Party, its affiliated companies, or its connecting and concurring carriers or the public.

7.5 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the

circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstances. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.6 Each Party is solely responsible for the services it provides to its customers and to other telecommunications carriers.

7.7 Each Party is responsible for administering NXX codes assigned to it.

7.8 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage of bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

7.9 [LEFT BLANK]

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective on April 27, 2010 and shall terminate on December 31, 2011 (the "Initial Term"). When the Agreement becomes effective, the provisions contained in Section 2.0 of this Agreement shall apply with respect to the interpretation and construction of this Agreement and its ongoing relation to other references.

8.2 After the Initial Term, this Agreement shall then automatically renew on a year-to-year basis. Upon expiration of the initial term or any subsequent term, either Party may terminate this Agreement by providing written notice of termination to the other Party, with such written notice to be provided at least sixty (60) days in advance of the date of termination of the then-existing term.

8.2.1 Post-Termination Arrangements. Upon the termination or expiration of this Agreement pursuant to Section 8.2 above, and upon the written request of either Party, this Agreement shall remain in full force and effect until a replacement agreement has been executed by the Parties either (a) under an agreement voluntarily executed by the Parties; (b) under a new agreement arrived at pursuant to the provisions of the Act; or (c) under an agreement available to and requested by CMRS Provider according to the provisions of Section 252(i) of the Act, but in no case will the existing service arrangements continue for longer than twelve (12) months following the date on which notice of termination is provided, except that the Agreement will remain in place beyond the twelve (12) month period to the extent, and for the period, that the Parties are engaged in lawful arbitration pursuant to the Act.

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

(a) each Party shall comply immediately with its obligations set forth above;

(b) each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;

(c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.4 The arrangements pursuant to this Agreement including the provision of services or facilities shall immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide services. For LEC, authority involves the provision of local exchange or exchange access services. For CMRS Provider, authority involves the provision of CMRS services under license from the Federal Communications Commission.

8.5 [LEFT BLANK]

8.6 Default

8.6.1 Either Party may terminate this Agreement in whole or in part in the event of a 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. Such default notice shall be posted by overnight mail, return receipt requested.

8.6.2 If the defaulting Party disputes the aggrieved Party's default notice, the Parties may, by mutual agreement, resolve the disagreement pursuant to the processes set forth in Section 14.9 ("Dispute Resolution"). Notwithstanding the foregoing, the aggrieved Party retains the right to, without delay and without participating in the dispute resolution process pursuant to Section 14.9, immediately pursue any available legal or regulatory remedy to resolve any question regarding the alleged default or the aggrieved Party's announced termination of the Agreement.

8.6.3 Default is defined to include:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; 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 and conditions of this Agreement.

(c) A Party's failure to pay undisputed amounts on the dates or at times specified for the facilities and services furnished pursuant to this Agreement.

8.6.4 In any event, no Party shall terminate the services and facilities arrangements or discontinue the termination of traffic under this Agreement without express authorization from an appropriate government agency authorizing such discontinuation or without a decision from a court of competent jurisdiction granting the right to discontinue the services under this Agreement.

9.0 [LEFT BLANK]

10.0 INDEMNIFICATION

10.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, defamation, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of

action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 10.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, regulations or laws for the indemnified Party's provision of said services.

10.2 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

(b) The indemnifying Party shall have sole responsibility to defend any such action with counsel reasonably acceptable to the indemnified Party, provided that the indemnified Party may engage separate legal counsel at its sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs or customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

10.3 A Party may, in its sole discretion, provide, in its Tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party (First Party) elects not to place in its tariffs or contracts such limitations of liability, and the other Party (Second Party) incurs a loss as a result thereof, the First Party shall, except to the extent caused by the Second Party's gross negligence or willful misconduct, indemnify and reimburse the Second party for that portion of the loss that would have been limited had the First Party included in its tariffs and contracts the limitations of liability that the Second party included in its own tariffs at the time of such loss.

11.0 LIMITATION OF LIABILITY

11.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 11. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or 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 the applicable tariff(s) of the providing 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 affected facility or service 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.

11.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for punitive, exemplary, indirect, incidental,

consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.

11.3 The Parties agree that the liability to each other's customers shall be governed by the provisions of Section 10.3. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitation on liability to customers that may be contained in either Party's applicable tariff(s) or customer contracts.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

12.2 The Parties understand and agree that this Agreement will be filed with the Commission. The Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the Agreement. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. Notwithstanding these mutual commitments, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

13.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

14.0 MISCELLANEOUS

14.1 Authorization

14.1.1 LEC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.1.2 CMRS Provider has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.2 Disclaimer of Agency; No Third Party Beneficiaries; Independent Contractor

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

14.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

14.4 Treatment of Proprietary and Confidential Information

14.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including, but not limited to, trade secrets, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary Information shall remain the property of the disclosing Party. Both Parties agree that all Proprietary Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Proprietary Information will be returned to the owner within a reasonable time upon request of the disclosing party. Both Parties agree that the Proprietary Information shall be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Proprietary Information. Both Parties agree to protect the Proprietary Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Proprietary Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care, which in no event shall be less than a

reasonable standard of care, to protect Proprietary Information received as they would use to protect their own confidential and proprietary information.

14.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) made publicly available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

14.4.3 Upon termination of this Agreement, the Parties shall: (i) destroy all Proprietary Information of the other party that remains in its possession; and (ii) certify the completion of such activity in writing to the other Party, within thirty (30) calendar days.

14.5 Choice of Law. The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

14.6 Taxes

Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

14.7 Assignability

Upon prior written notice, either Party may assign this Agreement to an entity with which it is under common ownership and/or control. Either Party may assign this Agreement to a third party upon at least sixty (60) days prior written notice and with the other Party's prior written consent, which consent shall not be unreasonably withheld. The non-assigning Party may withhold consent if the proposed non-affiliate third party assignee does not provide the non-assigning Party with sufficient evidence that it has the resources, ability, and authority to satisfactorily perform pursuant to the terms of this Agreement. In either case, this Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

14.8 Billing and Payment; Disputed Amounts

14.8.1 The Parties shall invoice one another on a monthly basis. The billed Party shall pay any invoice, which is not the subject of a valid dispute, in immediately available U.S. funds, within (30) days from the date of the invoice. Billing will be based on traffic measurements or traffic factors as provided in Section 5. If traffic factors are used, LEC shall issue net bills upon CMRS Provider's request.

14.8.2 All charges under this agreement shall be billed within one year from the time the charge was incurred: previously unbilled charges more than one year old shall not be billed by either Party, and shall not be payable by either Party.

14.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

14.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, then either Party may file a complaint with the Commission, or any agency of competent jurisdiction or court of competent jurisdiction, to resolve such issues or proceed with any other remedy pursuant to law or equity.

14.8.5 The Parties agree that all negotiations pursuant to this subsection 14.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

14.8.6 Any undisputed amounts not paid when due shall 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.

14.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. Should negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action at the Kentucky Public Service Commission or a Kentucky judicial forum or the Federal Communications Commission, or any agency of competent jurisdiction or court of competent jurisdiction, or, upon mutual agreement, the Parties may submit their dispute to binding arbitration, pursuant to the then-effective rules of the American Arbitration Association.

14.10 Notices

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, or (ii) delivered by express delivery service to the following addresses of the Parties:

For LEC:
Highland Telephone Cooperative, Inc.
Attn: Fred Terry, General Manager
P.O. Box 119
Sunbright, TN 37872-0119

With a copy to:
John E. Selent, Esq.
Dinsmore & Shohl LLP
1400 PNC Plaza
500 West Jefferson St.
Louisville, Kentucky 40202

For CMRS Provider:
Verizon Wireless

1120 Sanctuary Parkway
Alpharetta, GA 30009
ATTN: Network Interconnection

With a copy to: Verizon Wireless
1300 I Street, NW
Suite 400W
Washington, DC 20005
ATTN: Regulatory Counsel – Interconnection

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, or (ii) the next business day when notice is sent via express delivery.

14.11 Joint Work Product.

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

14.12 No License.

14.12.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

14.12.2 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 Party or its customers 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 of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

14.12.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

14.13 Survival

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 or expiration of this Agreement.

14.14 Entire Agreement.

This Agreement and any Exhibits, Appendices, or Schedules which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

14.15 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

14.16 Publicity and Use of Trademarks or Service Marks.

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

14.17 Severability

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. If replacement language cannot be agreed upon within a reasonable period, either Party may proceed pursuant to the Dispute Resolution provisions of 14.9.

14.18 Counterparts

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

14.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

14.20 Change of Law. If any legislative, regulatory, judicial or other government decision, order, determination or action, or any change in law applicable to this Agreement materially affects any material provision of this Agreement, the rights or obligations of either Party herein, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend this Agreement in writing in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ___ day of _____, 2010.

Highland Telephone Cooperative, Inc.

By: _____

Printed: F. L. Terry

Title: General Manager

Alltel Communications, LLC d/b/a Verizon Wireless

Cellco Partnership d/b/a Verizon Wireless

DC Kentucky Newco, LLC
By RCC Atlantic Licenses, LLC, Its Sole Member

GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless

New Par d/b/a Verizon Wireless
By Verizon Wireless (VAW) LLC, Its General Partner

Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

By: _____

Printed: Beth Ann Drohan 8/3/10

Title: Area Vice President – Network

DESIGNATION OF INTERCONNECTION POINT(S)
AND
TRAFFIC DISTRIBUTION
CMRS-LEC AGREEMENT

This Appendix specifies the IPs pursuant to the Agreement and the relative directionality and distribution of traffic with respect to the connecting facilities associated with each IP as follows:

1. Service Arrangement and Interconnection Point(s) Interconnection.

a. When the Parties are interconnected by means other than dedicated trunks, the IP shall be located at the existing meet-point on the LEC service territory boundary between LEC and BellSouth or any other third-party who may be delivering CMRS Provider's traffic to LEC.

b. When the Parties are interconnected by means of dedicated trunks, the default IP shall be located at the existing meet-point on the LEC service territory boundary between LEC and BellSouth or any other third-party who may be delivering CMRS Provider's traffic to LEC. Upon mutual agreement, the Parties may change the location of this default IP.

2. Pursuant to the terms and conditions of Section 5.5, and to the extent applicable, the Parties agree that the relative directionality of the total amount of two-way traffic exchanged between the Parties for traffic within the scope of this Agreement is:

% Mobile-to-Land traffic terminating on LEC's network = 65 %
% Land-to-Mobile traffic terminating on CMRS Provider's network = 35 %

3. For the total traffic terminating on LEC's network, the Parties agree to the following distribution of traffic:

% Subject Traffic = 97 %
% Intrastate Inter-MTA Traffic = 1.5 %
% Interstate Inter-MTA Traffic = 1.5 %

4. For the total traffic terminating on CMRS Provider's network, the Parties agree to the following distribution of traffic:

% Subject Traffic = 100 %
% Intrastate Inter-MTA Traffic = 0 %
% Interstate Inter-MTA Traffic = 0 %

Approved and executed this _____ day of _____, 2010.

Highland Telephone Cooperative, Inc.

Alltel Communications, LLC d/b/a Verizon Wireless

Cellco Partnership d/b/a Verizon Wireless,

DC Kentucky Newco, LLC
By RCC Atlantic Licenses, LLC, Its Sole Member

GTE Wireless of the Midwest Incorporated
d/b/a Verizon Wireless

New Par d/b/a Verizon Wireless
By Verizon Wireless (VAW) LLC, Its
General Partner

Kentucky RSA No. 1 Partnership d/b/a
Verizon Wireless
By Cellco Partnership, Its General Partner

By: _____

Printed: F. L. Terry

Title: General Manager

By: _____ 8/3/10

Printed: Beth Ann Drohan

Title: Area Vice President – Network

Appendix B
Schedule of Charges
Pursuant to the Interconnection Agreement for Transport and Termination of Telecommunications Traffic (CMRS-LEC Agreement)

This Appendix specifies the rates for the Transport and Termination of traffic delivered by one Party to the network of the other Party pursuant to the Agreement as follows:

1. CHARGES FOR TRANSPORT, TERMINATION AND TANDEM SWITCHING for Subject Traffic: $0.006630 / MOU

2. Charges for Access Transport, Access Termination and Access Tandem Switching for Inter-MTA Traffic:
Current LEC access tariffs in the proper jurisdiction apply.

3. [LEFT BLANK.]

Approved and executed this _____ day of _____, 2010.

Highland Telephone Cooperative, Inc.

By: _____

Printed: F. L. Terry

Title: General Manager

Alltel Communications, LLC d/b/a Verizon Wireless

Cellco Partnership d/b/a Verizon Wireless

DC Kentucky Newco, LLC
By RCC Atlantic Licenses, LLC, Its Sole Member

GTE Wireless of the Midwest Incorporated d/b/a Verizon Wireless

New Par d/b/a Verizon Wireless
By Verizon Wireless (VAW) LLC, Its General Partner

Kentucky RSA No. 1 Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner

By: _____ 8/3/10

Printed: Beth Ann Drohan

Title: Area Vice President – Network