

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE
COMMONWEALTH OF KENTUCKY

IN THE MATTER OF:)
)
INTERCONNECTION AGREEMENT BETWEEN)
ACC OF KENTUCKY LLC AND BRANDENBURG) Case No. _____
TELEPHONE COMPANY, INC. PURSUANT TO)
SECTION 252(b) OF THE COMMUNICATIONS)
ACT OF 1934, AS AMENDED BY THE)
TELECOMMUNICATIONS ACT OF 1996.)
_____)

**ACC OF KENTUCKY LLC's
PETITION FOR ARBITRATION**

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July 24, 2001

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I. OVERVIEW

1. Pursuant to Section 252(b)(1) of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the “Act”), ACC of Kentucky LLC, formerly known as Central Kentucky Cellular (“ACC”), hereby petitions this Commission to arbitrate open issues relating to ACC’s request for an interconnection agreement with Brandenburg Telephone Company, Inc. (“Brandenburg”). Although the parties have reached agreement on system architecture, rates for dedicated transport and Type 1 DID service, there are still numerous issues to be resolved. As discussed more thoroughly below, these open issues include such vital – and well-settled – matters as billing factors, transport and termination compensation rates, ACC’s right

to symmetrical compensation, Brandenburg's recognition of ACC NXX's and Brandenburg's failure to provide ACC with interim service arrangements. ACC now respectfully seeks the Commission's assistance in arbitrating these open issues.

II. PARTIES

2. ACC is a Kentucky limited liability company which under, Federal Communications Commission ("FCC") licenses, provides commercial mobile radio services ("CMRS" or "cellular") to the public in the following Kentucky counties: Adair, Anderson, Barren, Bath, Boyle, Bracken, Casey, Clinton, Cumberland, Fleming, Garrard, Green, Hardin, Hart, LaRue, Laurel, Lewis, Lincoln, Madison, Marion, Mason, McCreary, Menifee, Mercer, Monroe, Montgomery, Nelson, Nicholas, Robertson, Rockcastle, Rowan, Russell, Spencer, Taylor, Washington, Wayne. ACC has its main business office and its mobile telephone switching office ("MTSO") at 124 South Keeneland Drive in Richmond, Kentucky.

3. Communications in this matter should be addressed to ACC's counsel, who are:

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502.589.4200

4. Brandenburg is an incumbent local exchange carrier ("ILEC") certificated by this Commission to provide telephone exchange services in the following Kentucky counties:

Breckinridge, Hardin and Meade

III. FACTUAL BACKGROUND

5. On February 15, 2001 ACC sent Brandenburg a written request for negotiations under 47 U.S.C. Section 251-52 which, among other things, required Brandenburg to negotiate in good faith with ACC the terms and conditions on which calls might be exchanged between them. See 47 U.S.C. § 251(c)(1). A copy of the February 15, 2001 request is attached hereto as Exhibit A.

6. Traffic between the parties - of which over 95% is “local” as defined by 47 C.F.R. Section 51.701(b)(2) - is now being transited through Bell South (and/or delivered through an IXC) with Brandenburg billing Bell South for access charges, and Bell South in turn billing ACC for reimbursement of such charges.¹

7. Following its receipt of ACC’s letter of February 15, 2001, Brandenburg and ACC entered into negotiations. These negotiations have included telephone conferences and the exchange of numerous emails, correspondence and a draft agreement. A copy of that draft agreement is attached hereto as Exhibit B. The draft agreement contained provisions which, contrary to the Act would:

- Impose Transport and Termination charges which include subsidy elements and are otherwise not based on forward-looking costs studies (Ex. B, Appendix B);
- Provide for asymmetrical termination rates for Type 2A traffic so that Brandenburg would be entitled to compensation for terminating local traffic originated by ACC at a rate 24% to 70% greater than the rate ACC would be entitled to for terminating local traffic originated by Brandenburg (see Ex. B, Appendix B);
- Allow Brandenburg to deliver local traffic through an interexchange carrier (and/or other third-party carrier) and thus avoid its obligations to provide reciprocal compensation to ACC (see Ex. B, Paragraph 4.2.3.1);

¹ To the extent Brandenburg uses an IXC to deliver local traffic to ACC, Brandenburg’s end-users will be subjected to additional charges for local calls.

- Allow Brandenburg to disregard the rate centers assigned by ACC to its NXXs in order to treat local traffic directed to ACC numbers as toll or long distance calls (see Ex. B, Paragraphs 1.23 and 4.2.3.2);
- Limit Brandenburg's obligations to pay for local traffic terminated by ACC to those calls made by Brandenburg customers on measured-rated plans - of which there are none (see Exhibit B, Paragraph 5.1.3);
- Impose billing/traffic factors, with no factual support, which establish a mobile to land default factor of 80:20 with 10% of those mobile to land calls deemed interMTA and thus subject to Brandenburg's access charges which are considerably higher than its termination compensation rates (see Ex. B, Appendix A and Paragraphs 1.15, 5.4 and 5.5).

8. ACC responded to Brandenburg's proposed agreement in the course of telephone conferences, e-mails and correspondence. Among other things, ACC made it clear that Brandenburg was obligated to pay ACC for all local calls originated by Brandenburg and terminated by ACC regardless of the rate plans Brandenburg provided to its customers and that Brandenburg could not evade the reciprocal compensation obligations of the Act by delivering local calls to an IXC (or other third-party carrier) for termination. Moreover, ACC clarified that: (a) Brandenburg was not entitled to disregard the rate centers assigned by ACC to its NXXs (so that Brandenburg would in essence be able to treat all local traffic originated on its system and directed to ACC as toll traffic); (b) the billing/traffic factors, the factors should be based on the results of its study based on actual data from its Richmond MTSO; and (c) the Act requires that termination compensation rates for interconnection be symmetrical and based on forward-looking cost studies neither of which were evident in the Brandenburg draft agreement. See e.g., Correspondence from Wilson to Watkins dated April 4, 2001, attached hereto as Exhibit C.

9. By letter dated April 25, 2001, Brandenburg confirmed that it has not conducted any specific study of cost with respect to transport and termination. Instead, Brandenburg identified that its costs were based on the components of transport and termination "(i.e., end

office switching, tandem switching and transport) that Brandenburg provides in the context of interstate access services” and on the fact that other CMRS carriers had agreed to pay those rates. A copy of that letter is attached hereto as Exhibit D.

10. On April 20, 2001, in the course of negotiations, ACC sent a formal written request to Brandenburg for interim interconnection arrangements pursuant to 47 C.F.R. Section 51.715. A copy of that request is attached hereto as Exhibit E. Brandenburg has still not provided any such arrangements and instead has attempted to impose conditions on any such service such as making any arrangements applicable only to mobile to land local traffic. See e.g., Correspondence from Watkins to Wilson dated June 19, 2001 attached hereto as Exhibit F. No substantive progress has since been made with respect to either the negotiations for an interconnection agreement or for interim arrangements.

11. An Interconnection Negotiation Matrix summarizing the resolved and unresolved issues is attached hereto as Exhibit G for the Commission’s reference.

IV. ISSUES RESOLVED BY THE PARTIES

12. System Architecture: Under the Act and FCC regulations, each party is obligated to transport its calls to the network of the other. This means that absent an agreement to the contrary, Brandenburg should transport calls originated by Brandenburg to the MTSO in Richmond, Kentucky, while ACC must transport mobile-originated calls to the Brandenburg tandem office located at Russell Springs, Kentucky. In order to economize on transport costs and to meet certain other Brandenburg concerns, ACC offered to pay all costs associated with transporting intercarrier traffic between the Richmond MTSO and an ACC cell-site installation at Radcliff which is located within Brandenburg’s local service area. A dedicated facility would be installed between the cell site and Brandenburg’s Radcliff tandem, a distance which ACC believes

to be nominal at best. The cost of the new facility would be apportioned between the parties based on the percentages of interconnected traffic originated by each party. Through this facility, ACC would deliver mobile-originated calls directed to Brandenburg numbers residing at Radcliff or at the end offices subtending the Radcliff tandem. Similarly, Brandenburg would have the means directly to deliver traffic originated by its customers and addressed to ACC telephone numbers (“NXXs”) that are rated to points within the Lexington/Louisville MTA.

13. Type 1 DID Service. Brandenburg has proposed, and ACC does not object to, symmetrical termination compensation of \$.015872 for all local traffic delivered over Type 1 facilities. In addition, in the interest of reaching an agreement, ACC is amenable to the non-recurring and recurring rates for Type 1 dedicated trunks and Type 1 number blocks per the draft agreement. (See Ex B., Appendix B.)

14. Rates for Dedicated Transport: Brandenburg has proposed and ACC has agreed to pay Brandenburg’s tariffed special access rate for dedicated transport, which is \$443 (non-recurring) and \$354.00 (recurring monthly charge). As noted above, such costs would be subject to apportionment. See 47 C.F.R. § 51.709 (where dedicated facilities are used to carry calls in both directions, the costs must be apportioned between the carriers to reflect the percentage of calls originated by each carrier and carried on the facility).

V. UNRESOLVED (“OPEN”) ISSUES

15. Transport and Termination Compensation Rates: Brandenburg seeks termination compensation from ACC of 1.9678 cents (\$.019678) to 2.7155 cents (\$.027155) per minute for terminating calls originated by ACC. As noted above, this rate is derived from Brandenburg’s interstate access charges and is based in part on the assertion (albeit irrelevant) by Brandenburg that other CMRS carriers have agreed to pay these rates. (See Exhibit D.) However, the FCC

has been clear that when either party originates a call that is terminated by the other, the originating party must pay the terminating party its forward-looking, “additional costs” of transporting and terminating the call. Moreover, Brandenburg has the burden of proving its “additional costs”, which may not include subsidy elements. See 47 C.F.R. § 51.705; see also In the Matter of Implementation of the Local Competition Provision in the Telecommunications Act of 1996 et al., CC Dkt. Nos. 96-98 and 95-185, First Report and Order, FCC 96-325 (rel. August 8, 1996) (“First R&O”) at ¶ 718 et seq. (access charges are not an appropriate measure for termination compensation since they often include, among other things, subsidy elements otherwise known as, “transport interconnect charges” (“TICs” or “RICs”) which are not to be included in ILEC termination charges for local calls). ACC has asked Brandenburg to provide cost justification for its proposed rate that is consistent with the FCC’s “forward-looking” cost rules. Brandenburg has declined to do so.

16. Symmetricality: ACC has asked to be compensated for transporting and terminating Type 2A land-originated calls at the same rate that Brandenburg bills ACC for transporting and terminating Type 2A mobile-originated calls. Instead, Brandenburg insists that ACC receive 1.5872 cents (\$.015872) per minute for terminating calls originated by Brandenburg² while it receives anywhere from 1.9678 (\$.019678) to 2.7155 cents (\$.027155) per minute to for terminating calls originated by ACC (i.e., rates which are 24% to 70% greater). As this Commission and the Act make clear, Brandenburg has no basis for refusing to provide symmetrical termination compensation rates. See e.g., In re The Petition of Level 3 Communications, LLC, for Arbitration with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the

² Brandenburg initially proposed that ACC received 1.2066 cents (\$.012066) per minute for terminating local calls originated by Brandenburg but changed that rate to match its proposed rates for Type 1 termination compensation. See Ex. D.

Communications Act of 1934, as amended by the Telecommunications Act of 1996, KY PSC Case No. 2000-404 (Order, March 14, 2001) (“... the Commission concludes that 47 C.F.R. Section 51.711(a) of the FCC’s rules requires symmetrical compensation ...”); 47 C.F.R. § 51.711(a) (“[r]ates for transport and termination of local telecommunications traffic shall be symmetrical”) and In the Matter of Developing a Unified Intercarrier Compensation Regime, CC Dkt. No. 01-92, Notice of Proposed Rulemaking, FCC 01-132 (rel. April 27, 2001) at ¶ 105 (a CMRS carrier such as ACC, when it serves an equivalent or greater geographic area than that served by the ILEC, is entitled to be compensated in the same way and at symmetrical rates when it transports and terminates calls originated by the ILEC).

17. Delivery of Traffic Through Third Party Carriers/IXCs. Brandenburg insists that it has the right to deliver local traffic originated by its customers to ACC through third-party carriers including interexchange carriers (see Ex. B, Paragraph 4.2.2.3). In essence, this would allow Brandenburg to transform local traffic (as defined by 47 C.F.R. § 51.701(b)(2)) to non-local traffic. See e.g., First R&O, R1036 (“...traffic to or from a CMRS network that originates and terminates within the same MTA is subject to transport and termination rates under Section 251(b)(5), rather than interstate and intrastate access charges.”) (emphasis added). At a minimum, this device allows Brandenburg to avoid its obligation to pay ACC reciprocal compensation for that traffic by routing such traffic through a third-party carrier to which either the calling party or ACC must pay additional charges. ACC contends that under the Act Brandenburg may not refuse to deliver local land-to-mobile calls directly to ACC once ACC has sought interconnection under the Act. Brandenburg’s position to the contrary essentially undermines the entire purpose behind

the Act, which is to open up the market for competition on a “just, reasonable and nondiscriminatory” basis.³ See 47 U.S.C. § 251(2).

18. Recognition of NXXs: Consistent with industry practice, ACC has reserved blocks of telephone numbers, or NXXs, and has rated them to the Brandenburg service area. ACC understands and believes that competing cellular carriers have done the same, and that Brandenburg allows its customers to call competitor’s numbers without any additional charges. As to ACC, however, Brandenburg has taken the position that it may disregard ACC’s rating of its NXX codes and, alternatively, charge its customers toll rates for calls addressed to ACC NXXs, and/or that it may deliver such calls through third-party carriers. The result is that Brandenburg customers would be charged toll rates for calls addressed to ACC customers although similar calls addressed to Brandenburg customers (or other competing cellular carriers) with telephone numbers rated to the same rate centers could be made at no additional charge. Neither common sense or the Act allows Brandenburg rate calls to ACC numbers in a way which is materially different from how it treats numbers allocated to itself or to competing cellular carriers. Cf. In re the Petition of Level 3 Communication, supra, (foreign exchange services of the ILEC and virtual NXX services of the CLC should be considered local traffic when the customer is physically located with the same LATA).⁴ If carriers were allowed to simply disregard another carrier’s NXX designations,

³ This provision, as well as Brandenburg’s attempts to disregard the designation of NXXs and otherwise limit its obligations to pay termination compensation only on calls from measured-rated customers – of which it has none – also denies Brandenburg’s customers the benefits of competition in that it ultimately requires them to pay for toll charges for local calls.

⁴ The fact that all local traffic originated by Brandenburg will be delivered to ACC’s cell site that is within Brandenburg’s service area should eliminate any assertion by Brandenburg that it somehow has to bear additional costs because ACC cellular customers are, by definition, mobile. Although the Act requires Brandenburg to deliver such traffic to ACC’s MTSO in Richmond, ACC has offered to relieve Brandenburg of that responsibility in this case. Moreover, the interMTA factors customary in CMRS/ILEC agreements should address any issue regarding customers who are not in the local area.

the LERG (and all the associated routing guidelines) would be in disarray and interconnection obligations under the Act would be rendered meaningless.

19. No Termination Compensation for Flat-Rated Customers. Brandenburg asserts that it has no obligation to pay for local traffic originated by its customers except for those calls originated by Brandenburg customers on measured-rate plans. (see Ex. B, Paragraph 5.1.1). As an initial matter, ACC believes that Brandenburg has no such measured-rate customers. Moreover, there is simply no basis in the Act or elsewhere which would support such a limitation – each party is obligated to pay for transport and termination of local calls regardless of whether the service is flat-rated. See First R&O at ¶ 1041 (“LEC’s reciprocal compensation obligations under Section 251(b)(5) apply to all local traffic transmitted between LECs and CMRS providers.”) (emphasis added); see also 47 U.S.C. § 252(d)(2)(A)(i) (interconnection agreements must “provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier’s network facilities of calls that originate on the network facilities of the other carrier...”).

20. Billing/Traffic Factors: Brandenburg has proposed billing/traffic factors as follows:

Mobile to Land	80%
	- 90% local
	- 5% Interstate MTA
	- 5% Intrastate MTA
Land to Mobile	20%
	- 90% other
	- 5% Intrastate MTA
	- 5 % Interstate MTA

See Ex B, Appendix A. However, Brandenburg has been unable (or unwilling) to provide any documentary or other evidence to support these factors. As noted above, ACC has conducted a study of all of the traffic handled by its Richmond MTSO (which serves RSA 4, 5, 6 and 8, all of

which are in Kentucky). Moreover, of the 38 counties from which ACC originates calls, all but 3 are in MTA 26, i.e., the MTA which contains all of Brandenburg's service area. The results of that study, which ACC believes are equally applicable to the traffic between ACC and Brandenburg, are as follows:

Mobile to Land	-72%
Land to Mobile	-28%
	-1.03% Intrastate MTA(est)
	-2.5% Interstate MTA

As noted above, the billing/traffic factor will be used to apportion the costs (both non-recurring and recurring) of the dedicated link between the ACC cell site(s) and the Radcliff tandem, and may also be used to assist both parties in billing for termination compensation. (The inter-MTA factor will be used to determine the number of calls which would be deemed subject to access charge compensation in favor of Brandenburg rather than to the reciprocal compensation requirements outlined above for local traffic.)

21. Interim Service Request: As of April 20, 2001, ACC requested interim interconnection arrangements with Brandenburg pursuant to 47 C.F.R. Section 51.715. (See Ex. E.) ACC simply contends that it is entitled to reciprocal traffic exchange under the provisions of the Act, and that any charge levied by Brandenburg must be consistent with the default rates established by 47 C.F.R. Section 51.715(b)(3). Despite the mandatory language of the Regulations, and their clear intent to prevent parties from using the negotiation/arbitration process to delay the implementation of interconnection, Brandenburg has not yet provided such

arrangements for ACC.⁵ Instead, Brandenburg has indicated that while it will comply with the request insofar as it asks for direct delivery of mobile-to-land calls, it will not comply for purposes of delivering land-to-mobile calls. This means that land-to-mobile calls would continue to be delivered through third-party carriers, with access charges being imposed on ACC and/or toll charges being imposed on Brandenburg customers who call ACC end users. In addition, Brandenburg has stated that its interim charges to ACC for terminating mobile-to-land calls will be 1.9678 cents (\$.019678) per MOU. Although the basis for that charge is unclear, Brandenburg has asserted that these rates will not be subject to true up as required by Section 51.715(d) of the FCC's Regulations.⁶ (See Ex. F.) ACC contends that Brandenburg may not impose additional requirements on the provision of interim interconnection arrangements other than those explicitly provided for in the Regulations.

VI. PRAYER FOR RELIEF

WHEREFORE, ACC respectfully requests that the Commission:

- Initiate an arbitration proceeding to resolve the open issues described above pursuant to the provisions of Sections 251-252 of the Act;
- Issue an Order requiring Brandenburg to comply with the terms and conditions set forth by ACC as noted above;

⁵ ACC is informed and believes that ACC codes were programmed into the Brandenburg switches but that when it came time to test the land to mobile path, the switches were disconnected at the instructions of Mr. Randall Bradley of Brandenburg.

⁶ Brandenburg contends it is not obligated to provide the rates outlined in Section 51.715(b)(3) because the default rates set by the FCC in 47 C.F.R. Section 51.707 have been vacated by the Eighth Circuit. See Iowa Utilities Bd. v. FCC (8th Cir. 2000) 219 F. 3d 744. ACC respectfully disagrees with that contention given that the Eighth Circuit explicitly exempted Section 51.715(d) as it applied to CMRS carriers. Moreover, in the interests of obtaining interim service arrangements without further delay, ACC does not insist on the default rates in 51.715(b)(3) provided all such interim charges are subject to adjustment and true-up consistent with the outcome of this arbitration proceeding. See 47 C.F.R. § 51.715(d).

- Issue an order requiring Brandenburg to immediately provide direct interconnection for all local traffic between the parties at symmetrical rates which are subject to true up and adjustment under § 51.715(d); and
- Grant such further relief as the Commission deems appropriate.

Respectfully submitted this _____ day of July, 2001.

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502.589.4200

By: _____

Attorneys for Petitioner ACC of Kentucky LLC

CERTIFICATE OF SERVICE

Pursuant to Section 252(b)(3) of the Communications Act of 1934 as amended by the Telecommunications Act of 1996, I hereby certify that on the 24th day of July, 2001 a copy of this Petition for Arbitration was served on the following parties by UPS:

Allison Willoughby
Brandenburg Telephone Company
200 Telco Drive
Brandenburg, KY 40108-0599

Randall Bradley
Brandenburg Telephone Company
200 Telco Drive
Brandenburg, KY 40108-0599

and

Steve Watkins
Principal, Management Consulting
Kraskin, Lesse & Cosson, LLP
2120 L Street, N.W., Suite 520
Washington, D.C. 20037

By: _____
Attorneys for Petitioner
ACC of Kentucky LLC

July 31, 2001

17605-7.11

VIA UPS

Allison Willoughby
Brandenburg Telephone Company
200 Telco Drive
Brandenburg, KY 40108-0599

Re: ACC of Kentucky LLC (Request for Negotiations Pursuant to Sections 251-252
of the Telecommunications Act of 1996)

Dear Ms. Willoughby:

This office represents ACC of Kentucky LLC and various other affiliates of American Cellular Corporation and Dobson Cellular Systems, Inc.

This letter is a request for negotiation of interconnection arrangements pursuant to the provisions of Sections 251-252 of the Communications Act of 1934 as amended in 1996. I would appreciate hearing from you regarding procedures to be followed.

Thanking you in advance for your cooperation, I am

Sincerely,

David M. Wilson

DMW:lmb

cc: Hugh Jeffries
Ron Ripley
John Herbst

AGREEMENT

for

FACILITIES-BASED NETWORK INTERCONNECTION FOR TRANSPORT AND TERMINATION OF LOCAL SERVICE AREA TRAFFIC

CMRS-LEC AGREEMENT

Effective as of _____

Between

DEF Cellular

and

Brandenburg Telephone Company, Inc.

EXHIBIT B

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**AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION
FOR TRANSPORT AND TERMINATION OF LOCAL SERVICE AREA TRAFFIC
(CMRS-LEC AGREEMENT)**

Pursuant to this CMRS-LEC Agreement for Facilities-Based Network Interconnection for Transport and Termination of Local Service Area Traffic, Brandenburg Telephone Company, Inc. ("Brandenburg") and DEF Cellular ("DEF CELLULAR") will extend certain network arrangements to one another as specified below.

Recitals

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

WHEREAS, Brandenburg is a local exchange carrier ("LEC") providing telecommunications services in the State of Kentucky; and

WHEREAS, the Parties desire to interconnect their respective CMRS and LEC network facilities 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 other 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, Brandenburg and DEF CELLULAR 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 "Central Office Switch" means a switch used 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.

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

1.5 "Commission" means the Kentucky Public Service Commission.

1.6 "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").

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

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

1.9 "FCC" means the Federal Communications Commission.

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

1.11 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider, that provides information services.

1.12 "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP.

1.13 "Interconnection" for purposes of this Agreement is the linking of the DEF CELLULAR and Brandenburg networks for the delivery of traffic.

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: (a) traffic originated by a CMRS end user of DEF CELLULAR in one MTA and terminated to an end user of Brandenburg in another MTA; and (b) traffic originated by an end user of Brandenburg in one MTA and terminated to an end user of DEF CELLULAR in another MTA. Inter-MTA traffic is subject to Brandenburg's originating and terminating Switched Exchange Access Service charges.

1.16 "Local Service Area Traffic" is defined for the purposes of CMRS-LEC interconnection under this Agreement and for the purpose of compensation under this Agreement as traffic which is originated by an end user of one Party and terminates to an end user of the other Party within the same Major Trading Area ("MTA"), provided that the end user of DEF CELLULAR is a two-way CMRS customer and the traffic is delivered by either Party over the connecting facilities covered by this Agreement. The term Local Service Area Traffic is applied pursuant to this Agreement solely for the purpose of defining the scope of traffic delivered by one Party to the other Party that is subject to specific CMRS-LEC interconnection compensation terms. The use of the term Local Service Area Traffic for purposes of specific CMRS-LEC interconnection arrangements 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.

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

1.18 "Major Trading Area" or "MTA" means Major Trading Area as used by the FCC in licensing CMRS.

1.19 "Multifrequency" means a signaling system for use between switching systems which uses a method of sending pulses over a circuit by using one pair of tones from a total set of five tones to encode each digit.

1.20 "NXX" means a three-digit code valid within an area code (i.e., numbering plan area or "NPA") 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 which may come into common usage in the future.

1.21 "Party" means either Brandenburg or DEF CELLULAR, and "Parties" means Brandenburg and DEF CELLULAR.

1.22 "Point of Connection" or "POC" is a mutually agreed upon point of demarcation between networks where the delivery of traffic from one Party to the other Party takes place.

1.23 "Rate Center" means the specific geographic point ("Vertical and Horizontal" ("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 Rate Center point must be located within the Rate Center area. The use by a CMRS provider of a Rate Center V&H for mobile CMRS services has no specific geographic meaning.

1.24 "Telecommunications" is as defined in the Act.

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

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 DEF Cellular, Brandenburg'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. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. 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 interconnect the CMRS network of DEF CELLULAR and the LEC network of Brandenburg for the purposes of transporting and/or terminating certain traffic including:

3.1.1 CMRS to LEC Local Service Area Traffic that is: (a) originated on the CMRS network of DEF CELLULAR; (b) delivered to the Brandenburg network over the connecting facilities pursuant to this Agreement; and (c) terminated on the incumbent LEC network of Brandenburg;

3.1.2 CMRS to LEC Inter-MTA Traffic that is: (a) originated on the CMRS network of DEF CELLULAR; (b) delivered to the Brandenburg network over the connecting facilities pursuant to this Agreement; and (c) terminated on the incumbent LEC network of Brandenburg;

3.1.3 IXC traffic that is: (a) originated on the CMRS network of DEF CELLULAR, (b) delivered to the network of Brandenburg over the connecting facilities pursuant to Section 4.2.1 Type 1 service obtained by DEF CELLULAR under this Agreement, and (c) delivered, in turn, by Brandenburg to an IXC through the provision of originating access services provided by Brandenburg;

3.1.4 LEC to CMRS Local Service Area Traffic that is: (a) originated on the incumbent LEC network of Brandenburg; (b) delivered to DEF CELLULAR over the connecting facilities pursuant to this Agreement; and (c) terminated on the CMRS network of DEF CELLULAR;

3.1.5 LEC to CMRS traffic that is: (a) originated on the network of a third-party LEC from an area which has non-optional, two-way, unlimited, flat-rated EAS calling with a Brandenburg end office from which DEF CELLULAR has obtained Type 1 service (i.e., DEF CELLULAR has obtained Type 1 service pursuant to Section 4.2.1); (b) delivered to DEF CELLULAR over the connecting facilities pursuant to this Agreement; and (c) terminated on the CMRS network of DEF CELLULAR;

3.1.6 IXC traffic that is: (a) delivered to the network of Brandenburg by an IXC that has obtained terminating access services from Brandenburg; and (b) to be terminated to a Type 1 telephone number obtained by DEF CELLULAR pursuant to services described under Section 4.2.1.

3.1.7 Inter-MTA Traffic that is: (a) originated on the incumbent network of Brandenburg; (b) delivered to DEF CELLULAR over the connecting facilities pursuant to this Agreement; and (c) terminated to a CMRS customer of DEF CELLULAR.

3.2 This Agreement also provides for specific compensation between the Parties for the transport and termination of Local Service Area Traffic on each Party's network as set forth in this Agreement. Compensation under this Agreement for the transport and termination of Local Service Area Traffic only applies when both Parties own and operate network facilities in the area where Local Service Area Traffic is exchanged. The specific provisions for compensation for the transport and termination of Local Service Area Traffic do not apply to any other types of traffic or in any other geographic area.

3.3 Local Service Area Traffic does not include the limited inter-MTA traffic discussed in Section 5.4 or traffic that either Party originates to, or terminates from, an interexchange carrier providing either intraLATA or interLATA toll services, regardless of the originating and terminating end points of a call. All traffic that Brandenburg originates to, or terminates from, an

interexchange carrier will be subject to access charges to be retained by Brandenburg.

3.4 This Agreement only applies with respect to the traffic delivered over the connecting network arrangement(s) between the Parties.

3.5 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement does not obligate either Party to deliver traffic to the other Party pursuant to the terms of this Agreement. This Agreement has no effect on the definition of end user services that either Party offers to its end user customers, the services either Party chooses to offer to its respective end user customers, the rate levels or rate structures that either Party charges its end users for services, or the manner in which either Party provisions or routes the services either Party provides to its respective end user customers.

3.6 Compensation for the transport and termination of Local Service Area Traffic applies only to traffic associated with the provision of local exchange carrier services by Brandenburg and to traffic associated with the provision of two-way CMRS by DEF CELLULAR. Traffic associated with fixed wireless services of DEF CELLULAR is specifically excluded from this Agreement. Traffic associated with any service that DEF CELLULAR may provide to ISPs is excluded from this agreement. With the exception of some or all traffic included under the descriptions contained in Sections 3.1.3, 3.1.5, 3.1.6, and 3.1.7 above, this Agreement does not apply to traffic originated, terminated, or carried by or on third party networks or to any other traffic not specifically identified in this Section 3.0.

3.7 Connecting facilities established pursuant to this Agreement shall not be used by either Party to deliver any other traffic not specifically allowed under this Agreement.

4.0 SERVICE AGREEMENT

4.1 Methods of Interconnection

The Parties agree to interconnect their respective networks within the incumbent LEC service area of Brandenburg at one or more Points of Connection as established by Brandenburg as available POC(s) with other carriers. Interconnection will be provided through an appropriate Brandenburg tandem switching or end office. The POC(s) will be set forth in Appendix A. Brandenburg shall make available, to DEF CELLULAR at the POC(s), trunks over which DEF CELLULAR can terminate traffic described in Section 3.1; DEF CELLULAR shall make available, to Brandenburg at the POC(s), trunks over which Brandenburg can terminate traffic described in Section 3.1. By mutual agreement, the Parties may interconnect on a bi-directional basis using two-way trunk groups between the Parties' networks. All interconnecting facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. All methods of interconnection are subject to the compensation structure set forth in Section 5.0 and Appendix B.

4.2 Service Types

This Agreement provides for the following interconnection 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. The Parties will interconnect their respective networks based upon a Type 1 Service ("Type 1") and/or a Type 2A Service interconnection ("Type 2A").

4.2.1 Type 1

Type 1 service involves digital based connection to a Brandenburg end office similar to that provided to a private branch exchange. For Type 1 interconnection, DEF CELLULAR must obtain Direct Inward Dial ("DID") service in addition to, and separate from, the compensation arrangements described below in Section 5.0. DID service is available to DEF CELLULAR pursuant to the rules and regulations governing DID service as contained in Brandenburg's intrastate local tariff with the exception of rates and charges. Rates and charges for DID services provided to DEF CELLULAR are specified in Appendix B to this Agreement. Type 1 is provided from suitably equipped end offices and consists of a digital facility arranged for two way service operation and an associated end office connection which switches calls to and from the facility. A group of seven-digit numbers associated with the serving end office of Brandenburg are assigned by Brandenburg for Type 1 service. Type 1 is provisioned with blocks of 100 numbers. For traffic terminating on the network of Brandenburg, Type 1 interconnection may be used by DEF CELLULAR to access valid NPA-NXX codes for the end office to which the Type 1 connection is made and to all other Brandenburg end offices with which the serving end office has non-optional, flat-rated, unlimited extended area service ("EAS") calling as set forth in Appendix C.

4.2.2 Type 2A

Type 2A involves trunk side connections to appropriate Brandenburg tandem switching offices. Under a Type 2A arrangement, the interconnection facility acts like an interoffice trunk. Type 2A can by mutual agreement be used as a two-way service for originating and terminating traffic between the Parties' respective networks. This Agreement does not apply to, and Type 2A cannot be used for, traffic originated, terminated, or carried by or on third party networks.

4.2.2.1 For traffic terminating on Brandenburg, Type 2A interconnection may be used by DEF CELLULAR to access valid NXX codes associated with end offices that subtend the specific tandem office to which the Type 2A interconnection is made.

4.2.2.2 Based on the specific Brandenburg local service area of the originating end user, the Type 2A interconnection may be used by Brandenburg to deliver traffic to designated NPA-NXXs of DEF CELLULAR for which the associated rate center (as determined by Vertical and Horizontal ("V&H") coordinates) is within the geographic service area of Brandenburg and within the specific Brandenburg local service area of the originating end user. Brandenburg's local service areas are as set forth in Brandenburg's intrastate local service tariff. Subject to a specific compensation arrangement described in Section 5.1, and based on the specific location of the originating Brandenburg end user, the Type 2A interconnection may be used by Brandenburg to deliver traffic to designated NPA-NXXs of DEF CELLULAR for which the associated rate center (as determined by V&H coordinates) is within a local service area of another local exchange carrier with which the end users in the originating Brandenburg location have non-optional, two-way, unlimited, flat-rated EAS calling. The EAS locations of other LECs associated with specific Brandenburg originating locations are set forth in Brandenburg's intrastate local service tariff.

4.2.3 Voluntary Delivery of Traffic

4.2.3.1 The Parties agree that the delivery of traffic pursuant to Subsections 4.2.1 and 4.2.2 is at the option of the respective originating Party. The voluntary delivery of traffic pursuant to Subsections 4.2.1 and 4.2.2 does not create legal or regulatory obligations for either Party that do not otherwise apply.

4.2.3.2 DEF CELLULAR agrees that the use in Subsections 4.2.1 and 4.2.2 of rate center V&H coordinates associated with NPA-NXX network numbers assigned by

DEF CELLULAR to its mobile CMRS customers is an arbitrary practice applied only for purposes of this Agreement. The designation of rate center V&H coordinates associated with network numbers assigned to DEF Cellular mobile CMRS customers does not affect or determine the services offered by Brandenburg or DEF CELLULAR, the services provided to end users by either Party, the rate structure applied to services provided to end users by either Party, or the rates charged to end users by either Party for the services either Party provides. The voluntary use by the Parties of these practices based on the arbitrary designation of rate center V&H coordinates for the NPA-NXX numbers assigned to mobile CMRS customers does not create legal or regulatory obligations for either Party that do not otherwise apply. This arbitrary practice is subject to change or termination by Brandenburg at any time.

4.3 Signaling

SS7 connectivity is required on both Parties' networks. SS7 connectivity will be provided in accordance with prevailing industry standards. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for 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. All SS7 signaling parameters will be provided in conjunction with traffic trunk groups, where and as available. These parameters include, but are not limited to, Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, charge number, etc. All parameters related to network signaling information will also be provided, such as DEF CELLULAR Information Parameter ("CIP"), wherever such information is needed for call routing and billing. Each Party will honor all Privacy Indicators as required under applicable law. DEF CELLULAR must interconnect, directly or indirectly, with the Brandenburg Signal Transfer Points ("STPs") serving the Local Service Area in which Local Service Area Traffic and Inter-MTA Traffic will be exchanged. DEF CELLULAR may choose a third-party SS7 signaling provider to transport signaling messages to and from Brandenburg's SS7 network. In that event, the third-party provider must present a letter of agency to Brandenburg authorizing the third party to act on behalf of DEF CELLULAR in transporting SS7 messages to and from Brandenburg. The third-party provider for DEF CELLULAR must interconnect with the Brandenburg STP(s) serving the geographic area in which the traffic exchange trunk groups are located. Where SS7 signaling is not available, in-band signaling shall be used in accordance with accepted industry standards.

5.0 COMPENSATION ARRANGEMENTS

5.1 CMRS-LEC Local Service Area Traffic

5.1.1 Subject to the exceptions described in Sections 5.1.2 and 5.1.3 below, each Party shall pay the other Party for transporting and terminating Local Service Area Traffic that either Party delivers to the other Party's network pursuant to the provisions of this Agreement. The charges and rates for terminating Local Service Area traffic shall be at the rates set forth in Appendix B of this Agreement. These charges and rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement and described in Appendix A.

5.1.2 The Parties agree that Brandenburg will not in any case provide any compensation to DEF CELLULAR for traffic associated with one-way CMRS, including paging services, provided by DEF CELLULAR.

5.1.3 The Parties agree that Brandenburg will not provide any compensation to

DEF CELLULAR for traffic that Brandenburg delivers over the connecting facilities pursuant to this Agreement to be terminated on the network of DEF CELLULAR for which Brandenburg has chosen not to charge the originating end user a per-minute fee. If Brandenburg Telephone Company begins to apply a specific per-minute charge to originating users for calling described in the preceding sentence, then the rates in Appendix B will apply.

5.1.4 The Parties agree that DEF CELLULAR will provide Local Service Area traffic compensation to Brandenburg for traffic described in Sections 3.1.1 delivered by DEF CELLULAR to the network of Brandenburg over the connecting facilities including any traffic terminated to an ISP served by Brandenburg.

5.2 Rate Structure

A POC(s) will be established between the Parties' facilities-based networks as specified in Appendix A for the delivery of Local Service Area Traffic. Type 1 service is available only after DEF CELLULAR has obtained DID service from Brandenburg as a prerequisite, additional, and separate service from transport and termination. DEF CELLULAR is responsible for payment of all charges for DID service. For Type 2A tandem connecting facilities, DEF CELLULAR must obtain special access from Brandenburg subject to the rates, terms, and conditions contained in Brandenburg's applicable Intrastate access tariffs. These connecting facilities are set forth in Appendix A. Special access charges for the connecting facilities will be reduced to reflect the proportionate share of the Type 2A facilities that are used for transport of traffic originated by Brandenburg as specified in Appendix A. For any specific POC, the Parties agree to charge a single, combined, per-minute rate, as specified in Appendix B, which encompasses total compensation for any transport, call termination and/or any other facilities utilized to terminate Local Service Area Traffic on either of the Party's respective networks.

5.3 Non-Recurring Charges

The Parties agree to charge non-recurring fees as set forth in Appendix B for any additions to, or added capacity for, special access connecting facilities. Brandenburg will charge DEF CELLULAR non-recurring fees as set forth in Appendix B for DID service.

5.4 Inter-MTA Traffic

The specific compensation arrangements set forth in this Agreement for Local Service Area Traffic are not applicable to Inter-MTA Traffic described in Sections 3.1.2 and 3.1.7. DEF CELLULAR will provide compensation to Brandenburg for originating and terminating Inter-MTA Traffic according to the terms and conditions of Brandenburg's applicable federal and state local exchange access tariffs.

5.4.1 DEF CELLULAR and Brandenburg will develop mutually acceptable percent usage factors for the relative amounts of Inter-MTA Traffic (defined in Sections 3.1.2 and 3.1.7), IXC traffic, Local Service Area Traffic, and any other traffic delivered by either Party over the connecting facilities pursuant to this Agreement. The Parties will work together to develop separate auditable reports which show, for traffic that is delivered by either Party to the other Party over the connecting facilities pursuant to this Agreement, the relative and relevant percentages of traffic. The percentages are specified in Appendix A.

5.4.2 The Parties recognize that Inter-MTA traffic (defined in Sections 3.1.2 and 3.1.7) is both Interstate and Intrastate in nature. For the Inter-MTA traffic delivered over the connecting facilities by either Party, the Parties will develop mutually acceptable percent Interstate and Intrastate factors. The percentages are specified in Appendix A. The relative

Interstate and Intrastate percentages will be applied for the duration of this Agreement. 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.

5.4.3 The designation of traffic as either Local Service Area Traffic or Inter-MTA Traffic (for which access charges apply) for purposes of compensation pursuant to this Agreement shall be based on the actual originating and terminating points of the complete end-to-end call; provided, however, that for DEF CELLULAR the location of the initial cell site serving the CMRS end user when the call begins shall be used as the determinant of the geographic location of the mobile customer.

5.5 Traffic Distribution

The Parties intend to utilize actual and auditable measurement to identify the quantity and distribution of traffic subject to this Agreement. Where such measurement is not available, the Parties agree to establish and set forth in Appendix A the relative directionality and/or distribution of traffic with respect to the connecting facilities. The Parties agree to use the default percentages and traffic distribution percentages set forth in Appendix A for the application of charges pursuant to this Agreement to the extent that measurement is either not available in some locations, and/or not available during some time periods, or to the extent that measurement does not yield sufficient information to determine the relative traffic distribution or other necessary quantity components of traffic delivered pursuant to this Agreement. In addition, the Parties will utilize prior period available measurement, not to exceed a prior period six month average, to be applied to a subsequent period not to exceed one calendar month in which some quantity measurement or component of traffic measurement is not available. If the inability to measure the quantity of traffic continues beyond one calendar month, the percentages specified in Appendix A will apply. Each Party agrees to provide available traffic data or permit the other Party's recording equipment to be installed for sampling purposes in conjunction with any subsequent traffic measurement or audits of traffic measurement.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the interoperability 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.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both Brandenburg and DEF CELLULAR shall use commercially reasonable efforts to comply with the Implementation Schedule.

7.2 The Parties shall exchange good-faith, non-binding technical descriptions and forecasts of their originating traffic in sufficient detail necessary to establish the interconnections required to assure traffic termination.

7.3 Thirty (30) days after the Effective Date and each six months during the term of this Agreement, DEF CELLULAR shall provide Brandenburg with a rolling, six (6) calendar month, non-binding forecast of its trunking requirements for the services provided under this Agreement in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".

7.4 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 to the other Party's network in a 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.

7.5 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.

7.6 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.

7.7 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 which gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.8 The physical connection of facilities and interexchange of traffic may be temporarily discontinued by either Party upon 30 days' written notice to the other Party for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement.

7.9 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

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

7.11 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

7.12 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore or its successors for maintaining the LERG in a timely manner.

7.13 Each Party shall be responsible for programming and updating their separate networks to recognize and route traffic to valid NXX codes including those assigned to the other Party. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

7.14 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).

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective 30 days following State Commission approval of this Agreement unless the parties decide, by mutual agreement, to an earlier effective date.

8.2 The initial term of this Agreement shall be two (2) years from the effective date and shall then automatically renew on a year-to-year basis. Upon expiration of the initial 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.

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 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 Brandenburg, authority involves the provision of local exchange or exchange access services. For DEF CELLULAR, authority involves the provision of CMRS services under license from the Federal Communications Commission.

8.5 The services and facilities arrangements pursuant to this Agreement may be terminated by either Party upon not less than ten (10) days' written notice to the other Party for failure to pay undisputed amounts on the dates or at times specified for the facilities and services furnished pursuant to this Agreement.

8.6 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. 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.

9.0 CANCELLATION CHARGES

Except as provided herein, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

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, or any applicable Tariff(s), 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 authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only 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.

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 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 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 neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. 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 Brandenburg is a corporation duly organized, validly existing and in good

standing under the laws of the State 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 DEF CELLULAR is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia and has a 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 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.

14.5 Choice of Law

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

14.6 Taxes.

14.6.1 It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply.

14.6.2 Definitions

14.6.2.1 For purposes of this Subsection 14.6, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments thereof, excluding any taxes levied on income.

14.6.2.2 The term "Providing Party" shall mean the Party whose rates apply to the transaction. The term "Purchasing Party" shall be the Party responsible for payment of compensation under this agreement with respect to a transaction. The term "Selling Party" shall have the same meaning as Providing Party.

14.6.3 Taxes and Fees Imposed Directly On Either Seller or Purchaser.

14.6.3.1 Taxes and fees imposed on the providing Party, which are not permitted or required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

14.6.3.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

14.6.4 Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

14.6.4.1 Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.

14.6.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remains liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

14.6.4.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

14.6.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the

purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

14.6.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

14.6.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

14.6.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

14.6.5 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

14.6.5.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

14.6.5.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

14.6.5.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee, the Parties shall consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

14.6.5.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

14.6.5.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

14.6.5.6 Notwithstanding any provision to the contrary, the purchasing

Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

14.6.5.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

14.6.6 Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

14.7 Assignability

Either Party may assign this Agreement or any of its rights or obligations hereunder to its parent, other Affiliate, or a third party acquiring all or substantially all of the assets of the assigning Party, and no consent of the other Party shall be required provided that the assigning Party notifies the other Party at least 120 days in advance of assignment. Any other assignment, however, shall require the consent of the other Party, which consent shall not be unreasonably withheld upon the provision of at least 120 days advance notice by the assigning Party and reasonable evidence by the proposed assignee that it has the resources, ability and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 14.7 shall be void and ineffective and constitute a default of this Agreement. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignee.

14.8 Billing and Payment; Disputed Amounts

14.8.1 Brandenburg and DEF CELLULAR shall invoice each other on a monthly basis. Both Brandenburg and DEF CELLULAR shall pay any invoice, in immediately available U.S. funds, within (30) days from the date of the invoice. There shall be no netting of the amounts due hereunder against any other amount owed by either Party to the other Party.

14.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

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 sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

14.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to subsection 14.8.4, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

14.8.6 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.

14.8.7 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 such negotiations fail to resolve the dispute in a reasonable time, the Parties, by mutual agreement, can agree to arbitrate the dispute according to terms mutually agreeable to the Parties. In any event, should negotiations fail to resolve the dispute, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

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, (ii) delivered by express delivery service, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

To: DEF CELLULAR
Inc.

To: Brandenburg Telephone Company,

200 Telco Drive
Brandenburg, KY 40108

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, (ii) the next business day when notice is sent via express mail or personal delivery, or (iii) three (3) days after mailing in the case of first class or certified U.S. mail.

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, Schedules, or tariffs 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 terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement

to be executed as of this ____ day of _____, 1999.

DEF Cellular

Brandenburg Telephone Company, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Designation of Point(s) of Connection And Traffic Distribution

This Exhibit specifies individual Points of Connection ("POCs") pursuant to the Agreement for Facilities-Based Network Interconnection for Transport and Termination of Local Service Area Traffic ("Agreement") between DEF CELLULAR ("DEF CELLULAR") and Brandenburg Telephone Company, Inc., ("Brandenburg") and the relative directionality and distribution of traffic with respect to the connecting facilities associated with each POC as follows:

TYPE 1 INTERCONNECTION

POC NO. 1 For Type 1 service obtained by DEF CELLULAR at DEF CELLULAR's cell tower in Brandenburg, KY with V&H of VC 06611 and HC 02805 within #263 pursuant to this Agreement, the Parties agree to connect 24 trunks using DS1 transmission facilities by means of cable at the Brandenburg Telephone Company, Inc. end office in Brandenburg, Kentucky, with V&H of VC 06610 and HC 02808. Consistent with Section 5.5 of the Agreement, and for POC NO. 1, the Parties will apply the following default percentages of traffic distribution to the extent necessary for purposes of applying charges pursuant to this Agreement:

% of total two-way traffic terminating on Brandenburg's network	=	80 %
% of total two-way traffic terminating on DEF CELLULAR's network	=	20 %

For the quantity of traffic delivered by DEF CELLULAR to the network of Brandenburg (specified in Sections 3.1.1, 3.1.2, and 3.1.3 of the Agreement) over these connecting facilities, the portion of traffic that is IXC traffic (Section 3.1.3) will be identified and measured. For the remaining portion of traffic delivered by DEF CELLULAR to the network of Brandenburg, the Parties agree to the following distribution of traffic:

% Local Service Area traffic	=	90 %
% Intrastate Inter-MTA traffic	=	5 %
% Interstate Inter-MTA traffic	=	5 %

To the extent that IXC traffic (Section 3.1.3) cannot be identified and measured, the percentages specified immediately above will be applied to the total traffic delivered by DEF CELLULAR to the network of Brandenburg.

For the quantity of traffic delivered by Brandenburg to DEF CELLULAR (specified in Sections 3.1.4, 3.1.5, 3.1.6, and 3.1.7 of the Agreement) over these connecting facilities, the portion of traffic that is IXC traffic (Section 3.1.6) will be identified and measured. For the remaining portion of traffic delivered by Brandenburg to DEF CELLULAR over the connecting facilities, the Parties agree to the following distribution of traffic:

% Intrastate Inter-MTA traffic	=	5 %
% Interstate Inter-MTA traffic	=	5 %
All other traffic delivered by Brandenburg to DEF CELLULAR over the connecting facilities	=	90 %

TYPE 2A INTERCONNECTION

[For one-way trunks arrangements]

POC NO. 2 For the exchange of CMRS-to-LEC traffic originated on the network of DEF CELLULAR within [MTA #] and terminated on the incumbent LEC network of Brandenburg Telephone Company, Inc. pursuant to this Agreement, the parties agree to connect [# of trunks] using [type and quantity of transmission facilities] by means of [type of facility, cable, etc.] at a junction point located [on the pole, in the pedestal, etc; at the corner of Washington and Jefferson, northwest corner, etc.; in the city, town, municipality of Small Town, State] with V&H of

For the quantity of traffic delivered by DEF CELLULAR to the network of Brandenburg (specified in Sections 3.1.1 and 3.1.2 of the Agreement) over these connecting facilities, the Parties agree to the following distribution of traffic:

% Local Service Area traffic	=	90 %
% Intrastate Inter-MTA traffic	=	5 %
% Interstate Inter-MTA traffic	=	5 %

POC NO. 3 For the exchange of LEC-to-CMRS traffic originated on the incumbent LEC network of Brandenburg Telephone Company, Inc. and terminated on the network of DEF CELLULAR within [MTA #] pursuant to this Agreement, the parties agree to connect [# of trunks] using [type and quantity of transmission facilities] by means of [type of facility, cable, etc.] at a junction point located [on the pole, in the pedestal, etc; at the corner of Washington and Jefferson, northwest corner, etc.; in the city, town, municipality of Small Town, State] with V&H of

For the quantity of traffic delivered by Brandenburg to DEF CELLULAR (specified in Sections 3.1.4 and 3.1.7 of the Agreement) over these connecting facilities, the Parties agree to the following distribution of traffic:

% Intrastate Inter-MTA traffic	=	5 %
% Interstate Inter-MTA traffic	=	5 %
All other traffic delivered by Brandenburg to DEF CELLULAR over the connecting facilities	=	90 %

COMBINED ALTERNATE: For the combined total traffic exchanged over POC NOS. 2 and 3, the Parties agree that consistent with Section 5.5 of the Agreement, the Parties will apply the following default percentages of traffic distribution to the extent necessary for purposes of applying charges pursuant to this Agreement:

% of total two-way traffic terminating on Brandenburg's network	=	80 %
% of total two-way traffic terminating on DEF CELLULAR's network	=	20 %

For the quantity of traffic delivered by DEF CELLULAR to the network of Brandenburg (specified in Sections 3.1.1 and 3.1.2 of the Agreement) over these connecting facilities, the Parties agree to the following distribution of traffic:

% Local Service Area traffic	=	90 %
% Intrastate Inter-MTA traffic	=	5 %
% Interstate Inter-MTA traffic	=	5 %

For the quantity of traffic delivered by Brandenburg to DEF CELLULAR (specified in Sections 3.1.4 and 3.1.7 of the Agreement) over these connecting facilities, the Parties agree to the following distribution of traffic:

% Intrastate Inter-MTA traffic	=	5 %
% Interstate Inter-MTA traffic	=	5 %
All other traffic delivered by Brandenburg to DEF CELLULAR over the connecting facilities	=	90 %

[For two-way trunk arrangements]

POC NO. 4 For the exchange of LEC-CMRS two-way traffic between the Parties networks within [MTA #] pursuant to this Agreement, the parties agree to connect [# of trunks] using [type and quantity of transmission facilities] by means of [type of facility, cable, etc.] at a junction point located [on the pole, in the pedestal, etc; at the corner of Washington and Jefferson, northwest corner, etc.; in the city, town, municipality of Small Town, State] with V&H of _____.

For the combined total traffic exchanged over POC NO. 4, the Parties agree that consistent with Section 5.5 of the Agreement, the Parties will apply the following default percentages of traffic distribution to the extent necessary for purposes of applying charges pursuant to this Agreement:

% of total two-way traffic terminating on Brandenburg's network	=	80 %
% of total two-way traffic terminating on DEF CELLULAR's network	=	20 %

For the quantity of traffic delivered by DEF CELLULAR to the network of Brandenburg (specified in Sections 3.1.1 and 3.1.2 of the Agreement) over these connecting facilities, the Parties agree to the following distribution of traffic:

% Local Service Area traffic	=	90 %
% Intrastate Inter-MTA traffic	=	5 %
% Interstate Inter-MTA traffic	=	5 %

For the quantity of traffic delivered by Brandenburg to DEF CELLULAR (specified in Sections 3.1.4 and 3.1.7 of the Agreement) over these connecting facilities, the Parties agree to the following distribution of traffic:

% Intrastate Inter-MTA traffic	=	5 %
% Interstate Inter-MTA traffic	=	5 %
All other traffic delivered by Brandenburg to DEF CELLULAR over the connecting facilities	=	90 %

Approved and executed this _____ day of _____, 19__.

DEF Cellular

Brandenburg Telephone Company, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Schedule of Charges
Pursuant to the Agreement for Facilities-Based Network Interconnection
for Transport and Termination of Local Service Area Traffic
CMRS-LEC AGREEMENT

This Exhibit specifies the rates for the transport and termination of specific traffic delivered by one Party to the network of the other Party and the charges for other services pursuant to the Agreement for Facilities-Based Network Interconnection for Transport and Termination of Local Service Area Traffic (CMRS-LEC Agreement) between DEF Cellular ("DEF CELLULAR") and Brandenburg Telephone Company, Inc. ("Brandenburg"), as follows:

1. TYPE 1 DIRECT INWARD DIAL SERVICE ("DID") RATES AND CHARGES

Charges under both sections a and b apply. For a Type 1 service arrangement, DEF CELLULAR must obtain TYPE 1 DIRECT INWARD DIAL SERVICE in addition to, and separate from, the transport, termination and tandem switching services for which the charges are specified in Section 2, below. Non-Recurring charges are on new circuits.

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
a. Charges for Type 1 DID Service per 24 digital trunks	\$ 593.00	\$ 1,602.38
b. Charges for Type 1 DID Service per block of 100 numbers	\$ 57.50	\$ 10.00

2. CHARGES FOR TRANSPORT, TERMINATION AND TANDEM SWITCHING:

- a. Local Service Area Traffic delivered by DEF CELLULAR to Brandenburg over Type 1 POC No. 1; end office transport and termination (per terminating minute of use): \$ 0.015872
- b. Local Service Area Traffic delivered by DEF CELLULAR to Brandenburg over a Type 2A POC, end office termination, transport, and tandem switching (per terminating minute of use) for a terminating traffic arrangement whereby traffic is to be terminated only to end offices of Brandenburg which have non-optional, two-way, unlimited, flat rated FAS calling with the rate center associated with the tandem office where the Type 2A service connection is obtained: \$ 0.019678
- c. Local Service Area Traffic delivered by DEF CELLULAR to Brandenburg over a Type 2A POC; end office termination, transport and tandem switching (per terminating minute of use) for a terminating traffic arrangement whereby traffic is to be terminated to all end offices of Brandenburg operated by Brandenburg within its incumbent service area: \$ 0.027018

- d. Local Service Area Traffic subject to transport and termination charges delivered by Brandenburg to DEF CELLULAR over Type 1 POC NO. 1; end office termination (per terminating minute of use): \$ 0.015872
- e. Local Service Area Traffic subject to transport and termination charges delivered by Brandenburg to DEF CELLULAR over a Type 2A POC end office termination (per terminating minute of use): \$ 0.012066

3. SPECIAL ACCESS CONNECTING FACILITIES

- a. Brandenburg will charge DEF CELLULAR special access monthly recurring rates pursuant to Brandenburg's effective Intrastate access tariff for the Type 2A connecting facilities set forth in Appendix A.
- b. Brandenburg will charge DEF CELLULAR special access non-recurring rates pursuant to Brandenburg's effective Intrastate access tariff for any new Type 2A connecting facilities to be set forth in Appendix A.

Approved and executed this _____ day of _____, 19__.

DEF Cellular

Brandenburg Telephone Company, Inc.

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Designation of Type 1 Service Valid Terminating NPA-NXX Codes

This Exhibit specifies valid NPA-NXX codes for Type 1 terminating traffic pursuant to the Agreement for Facilities-Based Network Interconnection for Transport and Termination of Local Service Area Traffic (CMRS-LEC AGREEMENT) between DEF CELLULAR and Brandenburg. The valid NPA-NXX codes to which traffic can be terminated by DEF CELLULAR is dependent on the end office to which the Type 1 connection is made:

**Type 1 Connection
End Office****Valid NPA-NXX Codes for Type 1 Terminating Traffic****NPA-NXX****NPA-NXX, NPA-NXX, NPA-NXX, NPA-NXX, NPA-NXX****NPA-NXX****NPA-NXX, NPA-NXX, NPA-NXX, NPA NXX, NPA NXX**

April 4, 2001

17605-7.1.1

VIA TELECOPIER and U.S. MAIL

Steven Watkins
Kraskin, Lesse & Cosson, LLP
Attorneys at Law
2120 L Street N.W., Suite 520
Washington, DC 20037

Re: **ACC of Kentucky/Brandenburg Telephone Company, Inc.**
(Interconnection Negotiations)

Dear Steven:

As you know, we have been in negotiations pursuant to a Section 251 request by ACC of Kentucky, Inc., (AACC@), dated February 15, 2001. Our most recent conversation was on Tuesday of this week, when each side agreed to consider the differences which have arisen between them and to get back together, if only briefly, on Friday, April 6, 2001.

Since our conversation, ACC has begun gathering data relevant to the billing factors proposed by Brandenburg. These include the 80:20 split between mobile-originated and land-originated calls, the assumption that 10% of ACC traffic is inter-MTA, and the further assumption that of such inter-MTA traffic, 50% (or 5% of the total) is interstate, and 50% is intrastate, though inter-MTA. In the hope of reaching a reasonable compromise, and avoiding formal arbitration, I am offering the following preliminary information:

1. ACC's Richmond, Kentucky switch serves RSA 4, 5, 6, and 8, all of which are located entirely within the state of Kentucky.
2. Of the 38 counties from which ACC originates calls, all but three are located in MTA No. 26. See enclosed list. Hardin County, which is served by both Brandenburg and ACC, is located in MTA 26 as well, and is surrounded by counties which are located in MTA 26.

3. There are two possible sources of inter-MTA traffic which might be originated by ACC and terminated to Brandenburg. These are (a) calls originated on the three non-MTA No. 26 counties of Lewis, Mason and Bracken; and (b) calls originated on out-of-state cellular systems outside the MTA, and which are transited to Brandenburg numbers through ACC's Richmond switch.

4. Of total traffic handled by the Richmond switch, only 3.09% is originated and/or terminated in the three non-MTA counties. Most of these calls both originate and terminate in the same counties. However, we will assume for current purposes that one out of three of these non-MTA No. 26 calls (or 1.03% of the total) are transported between the two MTAs.

5. An additional 2.5% of total ACC traffic is trunked to the Richmond switch from other CMRS switches located both outside of the MTA and outside of the state of Kentucky. While one could refine the analysis further, we will assume that all of these calls originate both outside the state and from different MTAs.

6. We have also analyzed the percentage of land-to-mobile, as compared to mobile-to-land calls switched by the Richmond MTSO. Omitting mobile-to-mobile traffic, which is not relevant to the analysis, 28% of all calls in the test period were land-originated, and 72% were mobile-originated. This is comparable to the statistics which I have provided for you from other jurisdictions and there is no reason to distrust them.

7. Based on the above, we propose the following billing factors for use until such time as both companies are able to categorize their traffic on a call-by-call basis:

M-L-M Factor	72:28
Non-local traffic factor	3.53% of which 1.03 % should be deemed in-state, and 2.5% interstate

8. For reasons discussed in our telephone conference, access charges should be reciprocal, meaning that they should be paid to ACC when the call is originated by Brandenburg and by ACC when the call is mobile-to-land. Calls delivered through IXCs will, of course, be subject to access charges by both Brandenburg and ACC. However, I do not believe it would be lawful (in light of ACC's request for direct interconnection) for Brandenburg to transit what otherwise would be local traffic through an IXC in order to avoid the compensation regime set up by the Act.

Steven Watkins
July 31, 2001
Page 3

9. I have requested supporting information with regard to the rates proposed by Brandenburg, and for any cost studies that underlie them. If they are derived from Brandenburg's tariff, I would appreciate it an explanation of the methodology.

10. Finally, we have the issue of whether Brandenburg has an obligation to pay reciprocal compensation for local calls originated by it and terminated by ACC. I have explained that Dobson is licensed by the FCC to serve the same area as Brandenburg, and to be treated in a non-discriminatory way with regard to numbers which it has rated and routed to points within the common serving area. I also believe Brandenburg would be in violation of the Act where it to deny any obligation to pay reciprocal compensation in these circumstances.

I sincerely hope that the differences between us, though significant, will not prevent our resolving these matters by negotiation. As you know, Brandenburg is only one of several small telcos with which ACC has requested negotiations. For this reason, issues which may seem unimportant in the context of Brandenburg are actually critical for us. We are well motivated to resolve them amicably, but there are certain principles that we cannot yield on.

I look forward to talking with you on Friday.

Sincerely,

David M. Wilson

DMW:lmb

cc: Hugh Jeffries
Tom Spears
John Herbst

K R A S K I N, L E S S E & C O S S O N, L L P
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By Electronic Mail and U.S. Mail

April 25, 2001

Mr. David Wilson
Wilson & Bloomfield, LLP
1901 Harrison Street, Suite 1630
Oakland, California 94612

Re: CMRS-LEC Interconnection

Dear Mr. Wilson:

On behalf of Brandenburg Telephone Company, Inc. ("Brandenburg"), I am providing this response to some of the issues presented by your letter dated April 20, 2001, sent on behalf of ACC of Kentucky, LLC ("ACC").

This letter discusses those issues which warrant a more immediate response. Much of your April 20 letter deals with concepts and theories which we will address, as appropriate, in a subsequent response. Many of the conceptual approaches and positions expressed in your letter appear to be based on relationships that ACC may already have with large local exchange carriers such as BellSouth. BellSouth's network is expansive across the State of Kentucky compared to the relatively small service area of Brandenburg. Brandenburg's interconnection obligations to ACC do not extend beyond its own service boundaries. In addition, Brandenburg, unlike BellSouth, is not an interexchange toll service provider.

I will attempt to relate this set of responses to the lettered and numbered items of your April 20 letter.

Item A.1. -- First, as I stated in my E-mail message from yesterday, the date of ACC's CMRS-LEC interconnection request, as referenced in item A.1. of your April 20 letter is not correct. Your request letter was dated February 15, 2001.

Item A.2. -- Brandenburg confirms that it provided a draft agreement on March 6, 2001, in response to your request. Brandenburg does not agree with any of the other assertions contained in this item.

Item A.3. In an effort to resolve these negotiations, Brandenburg is willing to change the \$0.12066/MOU rate for land-to-mobile to \$0.015872/MOU which addresses any inconsistency or asymmetry.

EXHIBIT D

Brandenburg is not required to perform, and does not perform, cost studies as a part of its ongoing operations. Brandenburg does not have any cost data that would be directly relevant to the calculation of transport and termination, and Brandenburg has not conducted any study of cost data for this purpose. The 1996 Act states at Section 252(2)(B)(ii) that neither the Federal Communications Commission nor state commissions are authorized to require carriers to maintain records with respect to the costs of transporting and terminating calls.

The proposed transport and termination rates are based on the rates that Brandenburg developed for the CMRS-LEC interconnection agreements that it has in place with other CMRS providers. The components of the transport and termination rate elements are those that are identical to the subset of network functions (i.e., end office switching, tandem switching, and transport) that Brandenburg provides in the context of interstate access services. These rates are the interstate access rates in effect at the time those agreements were drafted. The rates were based on the interstate access rates that Brandenburg applied according to the interstate access tariff filed by the National Exchange Carrier Association that was in effect in mid-1999.

Brandenburg does not agree with any of the other assertions contained in this item.

Item A.4. -- Brandenburg does not agree with any of the assertions contained in this item.

Items B.1. through 2 -- Contrary to your characterization, Brandenburg has not made any threats. Brandenburg simply does not intend to waive its rights in response to the demands of ACC. Brandenburg has explained its right to provide service to its own end users without arbitrary interference by ACC and to provision its services as Brandenburg chooses in accordance with applicable law and regulations. Brandenburg does not agree with the assertions contained in these items.

Item C. -- Brandenburg acknowledges that ACC has requested an interim arrangement under which Brandenburg would provide transport and termination of ACC's CMRS traffic. The "access service request" paperwork provided by ACC's representative on Friday was not a request for interim transport and termination services. However, your April 20 letter does refer, for the first time, to a request pursuant to the Section 51.715 provisions of the rules. Brandenburg is willing to provide transport and termination under an interim arrangement in accordance with the rates that Brandenburg already has in place with other CMRS providers.

With respect to ACC's request for interim transport and termination services, please provide information regarding the specific end offices of Brandenburg to which ACC is seeking to terminate traffic. The unsolicited drawing that John Herbst of ACC provided to Brandenburg on Friday seems to indicate potential traffic to be terminated to Radcliff and Vine Grove exchanges. We previously understood that ACC wants to terminate traffic to all of the end offices of Brandenburg that subtend the Radcliff tandem; please clarify ACC's request.

Mr. David Wilson, April 25, 2001, Page 3 of 3.

Please note that Brandenburg does not request interim transport and termination services from ACC. Brandenburg will decide whether and/or how it will exercise its interconnection rights once a final interconnection agreement is in place.

We are analyzing the more conceptual and theoretical aspects of your letter. As appropriate, we intend to respond to some of the other points in another letter to follow within a few days. In the meantime, except for the discussion above, Brandenburg does not agree with ACC's characterization of the issues as expressed in your April 20 letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven E. Watkins". The signature is fluid and cursive, with the first name "Steven" and last name "Watkins" clearly distinguishable.

Steven E. Watkins
Principal, Management Consulting

cc: Ms. Allison Willoughby
Mr. Randall Bradley
Mr. Stephen G. Kraskin

April 20, 2001

17605-7.11

VIA TELECOPIER and U.S. MAIL

Steven E. Watkins
Principal, Management Consulting
Kraskin, Lesse & Cosson, LLP
2120 L Street, N.W., Suite 520
Washington, D.C. 20037

Re: Brandenburg Telephone Company/ACC Kentucky LLC
(Interconnection Negotiations)

Dear Steve:

This letter follows up on my telephone conversation of April 17, 2001 with you and Mr. Kraskin, and of April 18, 2001 with our respective clients. While the first of these exchanges left me with some hope that the differences between us might be settled amicably, the second conference has all but eliminated that hope. However, ACC does not wish to proceed to the next stage prescribed by the Act without being certain that all avenues to a negotiated solution have been explored. I am, therefore, sending this letter which is intended (a) to state ACC's understanding of where negotiations now stand, (b) to respond to certain arguments regarding the rating and routing of land-to-mobile calls, and (c) to formalize ACC's request for interim arrangements under 47 CFR § 51.715.

A. THE STATUS OF CURRENT NEGOTIATIONS

1. ACC's request under Sections 251-252 of the Telecommunications Act ("Act") is dated January 12, 2001. Brandenburg's response is dated March 6, 2001.

2. The March 6 response consisted of a draft agreement which does not conform with the Act or with ACC's request, among other reasons because it would not provide ACC with transport and termination compensation for local calls originated by Brandenburg. Such reciprocal compensation is required by the Act under Sections 251(b)(5) and 252(d)(2).¹

3. Somewhat inconsistently with the language that would deny ACC any termination compensation for Brandenburg-originated calls, the draft provides a compensation rate of \$.012066/MOU for land-to-mobile calls, in contrast to mobile-to-land rates ranging between \$.015872/MOU to \$.027018/MOU. With regard to these stated rates, I have asked for

- S Any and all cost data, or approved tariffs supporting the rates, and
- S A reasoned explanation as to why the rates are asymmetrical, i.e., why is the rate for transporting and terminating land-to-mobile traffic less than the rates prescribed for mobile-to-land traffic.²

No cost data or tariffs have been advanced for the rates, and you have indicated that no cost studies were done in arriving at them. In this regard, see 47 CFR § 301(8)(ii). You have also promised an explanation of the asymmetry between the land-to-mobile and mobile-to-land rates. Such asymmetry would seem to be in violation of the presumption established by the FCC. See CC Docket No. 96-98, First Report and Order, released August 1, 1996, at ¶¶ 1085 et seq.; see also 47 CFR § 51.711.

4. We have discussed the billing factors proposed by Brandenburg, and have countered with factors of our own. The critical difference is that notwithstanding repeated requests by ACC, no evidence whatsoever (whether industry data, call counts, or samples) has been provided by Brandenburg. In contrast, ACC's proposed factors are supported by actual call

¹ This denial of reciprocal compensation has been justified by an argument that Brandenburg is under no obligation to honor the local rate center established by ACC, or even to provide toll-free status to calls by Brandenburg customers to Brandenburg's own Type 1 "local" numbers. In essence, the Brandenburg draft asks ACC to give up its right to reciprocal compensation in exchange for an agreement to honor the local rate center established by ACC. ACC contends that its right to reciprocal compensation cannot be so conditioned.

² Initially, you argued that the mobile-to-land end-office switching rate included some transport, while the \$.012066/MOU rate for land-to-mobile traffic assumed none. However, the calculations provided by Brandenburg indicate an end-office switching rate of \$.015872/MOU and a different, additional charge for common transport. Moreover, ACC has suggested a POI which is well within Brandenburg's service area, and at a considerable distance from the ACC switch in Richmond, Kentucky. In other words, it is ACC -- and not Brandenburg -- which appears to be assuming the bulk of the transport obligation for exchanged traffic.

counts. These counts include (a) land-to-mobile percentages, (b) calls originated or terminated by ACC on cell sites outside of the MTA, and (c) call counts on the roamer trunks that link ACC's Richmond, Kentucky switch with cellular switches outside the MTA. These statistics indicate a land-to-mobile factor of 28%, and an inter-MTA factor of 3.53% (1.03% intrastate and 2.5% interstate). This is materially different from the unsupported factors in the Brandenburg draft, i.e., a 20% land-to-mobile factor and a 10% inter-MTA factor (5% intrastate and 5% interstate). ACC is willing to agree to either set of factors subject to true-up. If there is to be no true-up, the factors must reflect the actual evidence and not guesswork.³

The above is where things stand with regard to the interconnect related issues between the parties. On all of these issues, ACC has shown flexibility, and has offered to compromise. ACC would also be open to persuasion if presented with legal or evidentiary support for Brandenburg's stand. But no evidence has been forthcoming, and Brandenburg's position is totally unchanged from where it was at the beginning of these discussions.

B. RATING AND ROUTING ISSUES

ACC cannot ignore Brandenburg's attempt to tie ACC's right to reciprocal compensation to other issues, such as the rating by Brandenburg of calls to ACC's local numbers. Nor can ACC ignore Brandenburg's threats simply to redirect all land-originated traffic (nearly all of which is Alocal under the FCC's definition) to interexchange carriers for termination to ACC. Each of these arguments should be treated separately:

1. Rating Issues.

As to its own Type 1 numbers, Brandenburg has a tariffed obligation to provide local and EAS treatment to its own customers who dial those numbers. Accordingly, we were quite surprised (to say the least) by Ms. Willoughby's threat during Wednesday's conversation to change Brandenburg's tariff so that calls to Type 1 numbers that are associated with mobile units would be treated as toll, while calls to other Type 1 numbers would continue to enjoy local/EAS status. Quite aside from the technical difficulties, any such attempt would constitute unlawful discrimination under Section 202 of the Act.

The same thing is true of ACC's Type 2 numbers which are rated and routed within the Brandenburg EAS. While you have made many arguments to the effect that ACC's rate center assignments are Apurely arbitrary and that Brandenburg somehow incurs added costs in originating calls to such numbers, you have advanced no facts in support of these arguments. The

³ We repeat our request for any evidence whatsoever possessed by Brandenburg for its proposed local use and inter-MTA factors.

facts are that ACC obtains code and designates local rate centers through the same NANPA process and for the same reason Brandenburg does, which is that the customer's community of interest is within the EAS, and that the majority of the customer's incoming calls originate within the rate center area. Moreover, the costs incurred by Brandenburg in terminating calls to ACC numbers are, if anything, less than those incurred when Brandenburg both originates and terminates calls between local numbers identifying its own customers. The pro-competitive regime established by the Act would be entirely defeated if ILECs were allowed to charge toll rates for calls to competitors' local numbers, while waiving such charges for calls between its own customers with similarly "local" numbers. See, e.g., In re Petition of Level 3 Communications, LLC for Arbitration with Bell South, Kentucky Public Service Commission Order dated March 14, 2001at [sic] ("foreign exchange and virtual NXX traffic should be considered local traffic ...") (emphasis added).

2. The IXC Threat. If Brandenburg, in the face of ACC's Section 251-252 request, were to route all ACC-bound traffic through an IXC, it would be in violation of the Act and Regulations. Section 251(b)(5) imposes on Brandenburg the duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications. For requesting CMRS providers, these arrangements must also be direct, and nondiscriminatory. See 47 CFR §§ 701(b) and 703(b) and First Report and Order, ¶1012. As you have repeatedly noted, the First Report and Order devotes considerable space to distinguishing between intraMTA (to which reciprocal compensation under Sections 251(b) and 252(d)(5) apply) and interMTA calls (to which the access charge regime applies). Any attempts by Brandenburg to convert local to access traffic, and thereby to evade its obligation to interconnect directly and to pay reciprocal compensation (incidentally imposing toll charges on its own unwilling customers) would be both discriminatory under Section 202 of the Act, and violative of Brandenburg's duties under Sections 251-252 of the Act.⁴

C. REQUEST FOR INTERIM ARRANGEMENTS.

It has come to my attention that ACC's manager in Richmond has requested Type 2 interconnection with Brandenburg, and that these requests have been refused on the ground that there is not now an interconnection agreement between the two carriers. However as noted above, Dobson has made a formal demand for interconnection under Sections 251-52 of the Act. Thus, under the provisions of Section 51.715a of the FCC's regulations (see also First Report and Order, ¶¶ 1065 et seq.), Brandenburg is obligated ("immediately") to provide transport and

⁴ You have suggested that Brandenburg's obligation is limited to the acceptance of local traffic from ACC, and that the company remains free to route its own calls as it pleases. In this regard, please note paragraph 1036 of the First Report and Order ("traffic to or from a CMRS network that originates or terminates within the same MTA is subject to transport and termination rates under Section 251(b)(5) rather than interstate and intrastate access charges") (emphasis added).

Steve Watkins
April 19, 2001
Page 5

termination for Dobson's traffic subject to true-up following negotiation or arbitration of the issues discussed above. Brandenburg representatives should feel free to directly contact John Herbst at (859) 544-0005 to discuss the fulfillment of this order.

I would appreciate your quick response to the information requests which remain outstanding, as well as any corrections you might choose to make if you believe that we have misunderstood Brandenburg's position. We also repeat our request for an agreement providing for reciprocal compensation without any linkage to the rating by Brandenburg of calls to the local numbers, both Type 1 and Type 2, utilized by Dobson's customers. Needless to say, if Brandenburg remains unwilling to modify its previously stated positions, we would appreciate knowing that as well.

Sincerely,

David M. Wilson

DMW:lmb

cc: Steven Kraskin, Esq.
Ron Ripley, Esq.
Hugh Jeffries
John Herbst

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By Electronic Mail and U.S. Mail

June 22, 2001

Mr. David Wilson
Wilson & Bloomfield, LLP
1901 Harrison Street, Suite 1630
Oakland, California 94612

Re: Interim Transport and Termination Arrangement between ACC
of Kentucky, LLC, and Brandenburg Telephone Company, Inc.

Dear Mr. Wilson:

Brandenburg Telephone Company, Inc. ("Brandenburg") requests acknowledgment and confirmation from ACC of Kentucky, LLC ("ACC") regarding the terms and conditions under which Brandenburg will provide interim transport and termination services to ACC:

1. Pursuant to a request by ACC under Section 51.715 of the Federal Communications Commission ("FCC") Rules, Brandenburg will provide interim Transport and Termination to ACC. Transport and Termination are network functions as defined by Sections 51.701(c) and (d) of the FCC's Rules. The terms of this interim Transport and Termination arrangement will be referred to as the "Interim Agreement."
2. The Interim Agreement applies exclusively to traffic originated on ACC's network and delivered by ACC over the facilities connecting the ACC Cell Site at 1301 Stinson Place in Radcliff, Kentucky to the Brandenburg Radcliff central office. ACC will deliver only intraMTA traffic to Brandenburg over the interconnection facilities for Termination on the network of Brandenburg. As requested by ACC, the traffic delivered by ACC for Transport and Termination will be limited to traffic destined for Termination in the Brandenburg exchanges of Radcliff and Vine Grove. ACC represents and warrants that it will not deliver any traffic other than that set forth in this paragraph. Brandenburg does not seek transport and termination services from ACC, and Brandenburg will not deliver any traffic over the facilities pursuant to the Interim Agreement. Accordingly, all of the traffic subject to the terms of the Interim Agreement will be mobile-to-land.
3. Brandenburg will terminate, to its end users, traffic that ACC delivers over the facilities at a Transport and Termination rate of \$0.019678 per terminating minute of use. Brandenburg will bill, and ACC will pay, the charges for termination of traffic. ACC also agrees to pay special access charges for the facilities described in paragraph 2, above, as follows: (a) an initial, non-recurring charge of

\$443.00, and (b) a recurring monthly charge of \$354.00. The non-recurring charge is due prior to the final connection with ACC. All monthly, recurring charges are due 30 days after the invoice date.

4. Brandenburg reserves the right to terminate the Interim Agreement in its entirety in the event of non-payment. Brandenburg also reserves the right to terminate the interim arrangement in the event that ACC violates the provisions of paragraph 2, above.

5. Brandenburg will measure all traffic that ACC delivers for Transport and Termination. ACC agrees to accept Brandenburg's measurement for billing and payment purposes. In the event that ACC disputes any measurement, the parties agree to accept the measurements determined by a mutually agreed upon third party.

6. The terms of this Interim Agreement do not require Brandenburg to provide any monetary compensation to ACC.

7. This Interim Agreement will be superseded by a negotiated or arbitrated interconnection agreement between the parties or will be terminated. This Interim Agreement will terminate in its entirety pursuant to the provisions contained in Section 51.715 (c) of the FCC's rules. This Interim Agreement will terminate in the event that arbitration, to the extent that either party seeks arbitration, does not lead to a final interconnection agreement between the parties.

8. This Interim Agreement does not obligate either party to provide arrangements not specifically provided for herein. This Interim Agreement has no effect on the definition, rate structures or rate levels of end user services that either party offers or provides to its own end user customers.

9. ACC will establish SS7 connections and provide SS7 protocol signaling associated with the traffic that ACC will deliver to Brandenburg pursuant to the SS7 terms set forth in Section 4.3 of the draft CMRS-LEC interconnection agreement that Brandenburg has provided to ACC (attached to this letter and marked as Version 060501) and hereafter referred to as "Version 060501."

10. This Interim Agreement only applies with respect to Brandenburg's incumbent LEC operations in the Commonwealth of Kentucky and traffic originated on ACC's network by end users located within the Louisville, Kentucky Major Trading Area.

11. In addition to the specific terms and conditions set forth in this letter, the parties agree to incorporate into this Interim Agreement the terms and conditions set forth in Version 060501 under Sections 10.0 (Indemnification), 11.0 (Limitation of Liability), 13.0 (Disclaimer of Representation and Warranties), 14.1 (Authorization), 14.2 (Disclaimer of Agency; No Third Party Beneficiaries; Independent Contractor), 14.3 (Force Majeure), 14.5 (Choice of Law); 14.6 (Taxes); 14.14 (No Licence), 14.13 (Survival), 14.15 (Non-Waiver), and 14.19 (Modification, Amendment, Supplement, or Waiver). In the event of a conflict between the terms and conditions set forth in this letter and those

Mr. David Wilson, June 22, 2001, Page 3 of 3.

set forth in the above-referenced sections of Version 060501, the terms and conditions set forth in this letter will prevail.

12. Any dispute regarding this Interim Agreement will be subject to arbitration before the Kentucky Public Service Commission.

To confirm the terms and conditions of this Interim Agreement, an authorized representative of ACC should sign and return a copy of this letter by facsimile to Brandenburg at 270-422-4448. Brandenburg will sign and return a copy to ACC.

Sincerely,

Steven E. Watkins
Principal, Management Consulting

cc: Allison Willoughby

ACC of Kentucky, LLC:

Signature: _____

Date: _____

Printed: _____

Authorized Representative of ACC of Kentucky, LLC

Brandenburg Telephone Company, Inc.:

Signature: _____

Date: _____

Printed: _____

Authorized Representative of Brandenburg Telephone Company, Inc.

Interconnection Negotiations Matrix

	Issue	Brandenburg	ACC	Resolved Issues	Open Issues
1	System Architecture	n/a	n/a	ACC to pay for costs associated with transporting traffic between Richmond MTSO and its Radcliff cell site - Costs of dedicated facility between the Radcliff cell site and Brandenburg's Radcliff tandem to be apportioned	
2	Rates for Dedicated Transport	n/a	n/a	\$443.00 (non recurring) \$354.00 (monthly recurring)	
3	Type 1 DID Service	n/a	n/a	\$.015872 for all Type 1 traffic terminated by either party; non-recurring and recurring charges for trunks and numbers per the draft agreement.	
4	Transport and Termination Rates	Rates based on interstate access charges and what other CMRS carriers have agreed to pay.	Rates to be based on forward-looking costs only; no subsidy elements.		X
5	Symmetricality for Type 2A	\$.019678 to \$.027018 for terminating Type 2A mobile to land calls v. \$.015872 for terminating Type 2A land to mobile calls	Transport and termination rates need to be symmetrical.		X
6	Delivery of Local Traffic	Insistence on right to deliver land originated traffic through third party carriers including IXC's.	All local traffic must be terminated directly between the parties.		X
7	Recognition of NXXs	ACC's designation of rates centers for its NXX's is arbitrary and need not be recognized by Brandenburg.	The designation of rate centers for NXX's must be recognized in order to insure that local traffic is delivered and handled in a non-discriminatory manner.		X
8	Limitation of Termination Compensation for Measured-Rate Customers	ACC is not entitled to termination and transportation compensation only for calls originated by Brandenburg's flat-rated customers.	The parties are entitled to compensation of all local traffic which they terminate regardless of the originating party's particular calling plan.		X
9	Billing/Traffic Factors	Billing/Traffic factors based on general experience of Brandenburg principals.	Billing/Traffic factors based on study of actual traffic from ACC's MTSO in Richmond.		X
10	Interim Arrangements	Brandenburg will provide interim arrangements only for mobile to land traffic and only at rates based on interstate access tariffs without any right of true-up.	ACC is entitled to immediate interim arrangements for all local traffic pursuant to 47 C.F.R. Section 51.715 including the right to true up interim rates per 51.715(d).		X