

LAW OFFICES
BRYDON, SWEARENGEN & ENGLAND

DAVID V.G. BRYDON
JAMES C. SWEARENGEN
WILLIAM R. ENGLAND, III
JOHNNY K. RICHARDSON
GARY W. DUFFY
PAUL A. BOUDREAU
SONDRA B. MORGAN

PROFESSIONAL CORPORATION
312 EAST CAPITOL AVENUE
P.O. BOX 456
JEFFERSON CITY, MISSOURI 65102-0456
TELEPHONE (573) 635-7166
FACSIMILE (573) 634-7431

CHARLES E. SMARR
DEAN L. COOPER
MARK G. ANDERSON
TIMOTHY T. STEWART
GREGORY C. MITCHELL
BRIAN T. MCCARTNEY
DALE T. SMITH
BRIAN K. BOGARD

OF COUNSEL
RICHARD T. CIOTTONI

May 14, 2001

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
Missouri Public Service Commission
P. O. Box 360
Jefferson City, Missouri 65102

**Re: Mutual Traffic Exchange Agreement between Sprint
Communications and TDS Communications Corp.**

FILED²
MAY 14 2001 *nh*
Missouri Public
Service Commission

T0 - 2001 - 626

Dear Mr. Roberts:

Enclosed for filing with the Commission, please find an original and eight copies of the Joint Application for Approval of a Mutual Traffic Exchange Agreement under the Telecommunications Act of 1996. This agreement between Sprint Communications and TDS is the result of negotiations and there are no issues that need the assistance of mediation or arbitration.

Please see that this filing is brought to the attention of the appropriate Commission personnel. I thank you in advance for your cooperation in this matter. If there are any questions regarding this matter, please direct them to me at the above number.

Sincerely,

Brian T. McCartney
Brian T. McCartney

BTM/da
Enclosure

cc: Linda Lowrance
Lisa Creighton Hendricks
Sherri Murphy
Mike Dandino
Dan Joyce

FILED

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

MAY 14 2001

Missouri Public
Service Commission

In the Matter of an Application of TDS)
Telecommunications Corp. and Sprint)
Communications Company L.P. for Approval)
of a Mutual Traffic Exchange Agreement)

Case No. T 0 - 2 0 0 1 - 6 2 6

**JOINT APPLICATION FOR APPROVAL
OF A MUTUAL TRAFFIC EXCHANGE AGREEMENT
UNDER THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW Applicants TDS Telecommunications Corporation (hereinafter "TDS", "TDS Telecom"), and Sprint Communications Company L.P. ("Sprint") and hereby file their Joint Application for Approval of a Mutual Traffic Exchange Agreement between TDS Telecom and Sprint under the Telecommunications Act of 1996 ("the Act"). In support of this Application, Applicants state to the Missouri Public Service Commission ("Commission") as follows:

I. AGREEMENT REACHED

Sprint is a Competitive Local Exchange Carrier ("CLEC") authorized to provide service in Missouri. TDS is a local exchange carrier acting through its three subsidiary telephone companies in Missouri: New London Telephone Company, Orchard Farm Telephone Company, and Stoutland Telephone Company.

On February 15, 2000, after good faith negotiations, Sprint and TDS executed a mutual traffic exchange agreement ("the Agreement") for the state of Missouri pursuant to the terms of the Federal Act (*see* Agreement, Attachment I). Pursuant to Section 252(e)(1) of the Act, Applicants hereby submit this Agreement for approval by the Commission. The agreement complies fully with Section 252(e) of the Federal Act because the Agreement is consistent with

the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement consists of eight (8) pages. There are no outstanding issues between Sprint and TDS concerning this mutual traffic exchange agreement that need the assistance of mediation or arbitration.

II. REQUEST FOR APPROVAL

Applicants seek the Commission's approval of the Agreement, consistent with the provisions of the Federal Act and Missouri law. Applicants represent that the implementation of this negotiated and executed Agreement complies fully with both Missouri law and Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. Applicants respectfully request that the Commission grant expeditious approval of this Agreement, without change, suspension or delay in its implementation. This is a bilateral agreement, reached as a result of negotiations and compromise between the parties. Correspondence, orders and decisions in this matter should be addressed to:

Linda Lowrance
TDS Telecom, Inc.
P.O. Box 22995
Knoxville, TN 37933-0995
linda.lowrance@tdstelecom.com

Brian T. McCartney
Brydon, Swearngen & England P.C.
P.O. Box 456
Jefferson City, MO 65102-0456
brian@brydonlaw.com

Manager, Carrier Markets
Sprint – Carrier Markets Group
7301 College Boulevard
Overland Park, KS 66210

Lisa Creighton Hendricks
Sprint Communications Co., L.P.
5454 West 110th Street
Overland Park, KS 66211
lisa.c.creightonhendricks@mail.sprint.com

III. COMMISSION AUTHORITY

Under the Federal Telecommunications Act of 1996, the Commission has the authority to review the terms and conditions of the interconnection of telecommunications carriers' networks within the state of Missouri, including voluntarily negotiated agreements for the exchange of traffic. The Commission has the authority to grant the relief requested by the Applicants. Specifically, Section 252(a) of the Act provides:

(a) AGREEMENTS ARRIVED AT THROUGH NEGOTIATION

(1) **VOLUNTARY NEGOTIATIONS.** -- Upon receiving a request for interconnection, services, or network elements pursuant to section 251, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251. The agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. The agreement, including any interconnection agreement negotiated before the date of enactment of the Telecommunications Act of 1996, shall be submitted to the State commission under subsection (e) of this section.

III. STANDARD OF REVIEW

Under Section 252 of the Act, the Commission has the authority to approve an interconnection agreement negotiated between an incumbent local exchange company ("ILEC") and other telecommunications carriers. The Commission may only reject an interconnection agreement if the agreement is discriminatory to a nonparty or is inconsistent with the public interest, convenience, and necessity. Section 252 of the Act provides as follows:

(e) APPROVAL BY STATE COMMISSION

(1) APPROVAL REQUIRED.— Any Interconnection Agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted to shall approve or reject the agreement, with written findings as to any deficiencies.

(2) GROUNDS FOR REJECTION.-- The State Commission may only reject —

- (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that —
 - (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
 - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; or

The affidavit of Linda Lowrance, Manager – Interconnection for TDS establishes that the Agreement submitted herein satisfies these standards. (Affidavit, Attachment II)

IV. EXEMPTIONS

Section 251(f)(1) of the Act exempts certain rural telephone companies from the additional interconnection requirements contained in Section 251(c). Thus, although all ILECs, have the duty to interconnect, not all ILECs have to meet the additional interconnection requirements imposed by Section 251(c) of the Act.¹ As a rural carrier, TDS is not required to meet the additional interconnection requirements of Section 251(c). TDS and Sprint sought to

¹ Section XX of the Agreement states: "By entering into this agreement, TDS TELECOM does not concede that this is, and is not estopped from asserting that it is not, an interconnection agreement under 47 USC 251(c), nor does TDS TELECOM waive, or is it estopped from asserting, any rural exemption that it may have under 47 USC 251(f). This agreement is for the exchange of traffic, not the direct interconnection of TDS TELECOM and SPRINT as competing service providers."

highlight in Section XX of their Agreement that: (1) this mutual traffic exchange agreement is not an interconnection agreement under Section 251(c), and (2) TDS has not waived its Section 251(f)(1) rural exemption.

V. CONCLUSION

WHEREFORE, for the reasons set forth above, Applicants respectfully request the Commission to issue an Order that: (1) approves the voluntarily negotiated Agreement between Sprint and TDS Telecom expeditiously, (2) directs Applicants to file an executed copy of the Agreement with the Commission, and (3) grants such other relief as is reasonable in the circumstances.

Respectfully submitted,

TDS TELECOM

By Brian T. McCartney
Brian T. McCartney Mo. #47788
BRYDON, SWEARENGEN & ENGLAND P.C.
312 East Capitol Avenue, P.O. Box 456
Jefferson City, MO 65102-0456
brian@brydonlaw.com
(573) 635-7166
(573) 634-7431 (FAX)

SPRINT

By Lisa Creighton Hendricks *by BTM*
Lisa Creighton Hendricks Mo. #42194
Sprint Communications Company, L.P.
5454 W. 110th Street
Overland Park, KS 66211
lisa.c.creightonhendricks@mail.sprint.com
(913) 345-7918
(913) 345-7754 (FAX)

VERIFICATION OF APPLICATION

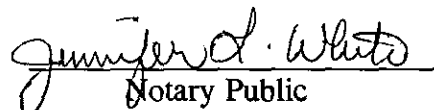
I, Linda Lowrance, Manager – Interconnection for TDS Telecommunications Corporation and pursuant to 4 CSR 240-2.060(1)(M), hereby swear and affirm that I am authorized to speak on behalf of the Applicant TDS Telecommunications Corporation and to attest to the veracity of the statements contained in this application.



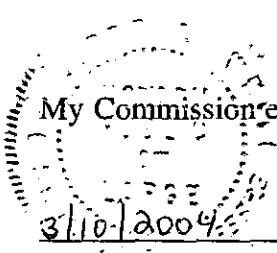
Linda Lowrance
Manager – Interconnection

State of Tennessee)
) SS
County of Knox)

I, Jennifer L. White, a Notary Public do hereby certify that on this 28th day of March, 2001 personally appeared before me Linda Lowrance who declared that all of the information contained herein above is true, to the best of her knowledge and belief.


Notary Public

My Commission expires:


3/10/2004

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was sent by U.S. Mail, postage prepaid, or hand-delivered on this 14th day of May, 2001, to the following parties:

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Michael F. Dandino
Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

Brian T. McCartney
Brian T. McCartney

MUTUAL TRAFFIC EXCHANGE AGREEMENT
MISSOURI

This Mutual Traffic Exchange Agreement ("Agreement") is made effective January 01, 2001 by and between The TDS Telecommunications Corporation subsidiaries or affiliates identified on Schedule I attached hereto and made a part here of (collectively "TDS TELECOM"), and Sprint Communications Company L.P., a Delaware limited partnership with its principal place of business at 7301 College Blvd., Overland Park, KS 66210 ("SPRINT").

In consideration of the mutual obligations set forth below, the parties agree to the following terms and conditions:

Section I

Scope of Agreement

SPRINT and TDS TELECOM agree to exchange all Extended Area Service traffic ("EAS"), interLATA and intraLATA toll traffic (where applicable) with one another by transiting such traffic through third party LEC tandems. The parties intend that what is currently defined by TDS TELECOM as switched access in TDS TELECOM's tariffs shall be billed according to Section IV below to the extent it is not inconsistent with applicable access tariffs. Traffic for which TDS TELECOM charges incumbent local exchange carriers a usage-sensitive charge shall not be considered EAS traffic in this Agreement. All other non-toll traffic, hereinafter referred to as "EAS," shall be billed on a bill and keep basis according to Section III below.

Section II

Connection Arrangements

Each party shall be responsible for ensuring that it has facilities in place to each third party LEC tandem used to transit traffic between the parties' networks. The originating party shall be responsible for payment of any transit charges (including tandem switching) assessed by the third party LEC for use of the third party LEC's tandem. If traffic volumes grow to a point where it is economically advantageous to provide a direct connection between TDS TELECOM and SPRINT, either party may request negotiation of separate terms and conditions, including meet point billing arrangements. The parties agree to negotiate in good faith to reach agreement to accommodate such a request.

Section III

Compensation for EAS Traffic

SPRINT and TDS TELECOM agree to terminate each other's EAS traffic on a bill and keep basis of compensation. Bill and keep shall mean that the originating party has no obligation to pay terminating charges to the terminating party, regardless of any charges the originating party may assess its end users.

Section IV

Compensation for Toll Traffic

Each party will generate a monthly bill for access for interLATA and intraLATA toll traffic, as applicable, to the other party for traffic terminating to its end offices. Compensation for termination of interLATA and intraLATA toll traffic shall be calculated by applying the access rates set forth in each party's respective filed applicable tariff or price list. As rates change, the latest effective rates will be used.

Section V

Billing

To calculate intrastate toll access charges, each party shall provide to the other, within 20 calendar days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement), a PLU (Percent Local Usage) factor. Each company should calculate the PLU factor on a LATA basis using their originating IntraLATA minutes of use. The percentage of originating local traffic to total intrastate (local, EAS, and toll) originating traffic would represent the PLU factor.

Each party shall keep adequate records of usage. Either party may request an audit of usage data on no less than thirty (30) business days' written notice. Any such audit shall be accomplished during normal business hours at the office of the party being audited. Process audits must be performed by an independent auditor paid for by the party requesting the audit; however, verifications of billing records may be conducted by the auditing party's internal auditors. Audits shall be requested within twelve (12) months of having received the PLU factor and usage reports from the other party, and shall be conducted no more frequently than semi-annually.

The parties shall be governed by applicable state and federal rules, practices, and procedures regarding the provision and recording of billing records. Neither party shall bill for records older than ninety (90) days from the end of each billing quarter.

Section VI

Office Code Translations

It shall be the responsibility of each party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

Unless mandated otherwise by a Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, SPRINT shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for ILEC, in all areas where ILEC and SPRINT service areas overlap, and SPRINT shall assign whole NPA-NXX codes to each Rate Center unless new NPA-NXX codes to each rate center are unavailable in which case the SPRINT may negotiate with other ILECs or CLECs for number blocks of less than 10,000 numbers, using LNP to share number blocks. SPRINT shall terminate all calls to individual codes to customers physically located within the codes' respectively assigned rate centers.

Section VII

SS7 Signaling

SPRINT and TDS TELECOM agree to interconnect their SS7 (Signaling System 7) networks either directly or through third parties. SPRINT and TDS TELECOM further agree to exchange ISUP (Integrated Services Digital Network User Part) and TCAP (Transaction Capabilities Application Part) messages. The parties agree to set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the SS7 network with which the parties have a legitimate signaling relation. The parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither party shall bill the other party for exchange of TCAP messages when TCAP is used to support CLASS end user service features (switch to switch

TCAP). This provision shall not be construed to require TDS TELECOM to convert its networks to SS7.

Section VIII Operator Services

Each party shall maintain and keep current its own customer information (i.e., directory assistance listing information, including name, address, phone number, nonlisted and nonpublished indicators, caption information, and other information TDS TELECOM provides to third party LECs) in currently available databases used in the provision of intercompany operator services (e.g., local assistance, directory assistance, directory assistance call completion, busy line verification/interrupt), and shall ensure that the other party can obtain access to such information.

Section IX Term of Agreement

This Agreement shall commence when fully executed and have an initial term of one (1) year provided that either party shall have the right to terminate this agreement with or without cause on sixty (60) days notice. This Agreement shall automatically renew for successive one year periods unless terminated as provided above.

Section X Limitation of Liability

Neither party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. A party's liability shall not be limited with respect to its indemnification obligations under this Agreement.

Section XI Indemnification

Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party ("Indemnified Party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In the event said loss, cost, claim, liability, damage or expense to third parties is the result of the fault, in whole or in part, of both parties to this Agreement, the parties shall be entitled to indemnification or contribution to the extent permitted by applicable state law governing the apportionment, if any, of said loss, cost, claim, liability, damage or expense. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a Third Party against the Indemnified Party.

The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense.

The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

Section XII

Force Majeure

Neither party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying party shall perform its obligations at a performance level no less than that which it uses for its own operations.

Section XIII

Agency

Nothing contained herein shall constitute the parties as joint venturers, partners, employees or agents of one another, and neither party shall have the right or power to bind or obligate the other.

Section XIV

Nondisclosure of Proprietary Information

The parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information ("Confidential Information"). Confidential Information shall include (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; and (ii) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement. For purposes of this Section 14, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the party to whom Confidential Information is disclosed.

Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency. Each party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its

representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

Section XV

Notices

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

Business Name: Sprint
Mailing Address: 6500 Sprint Parkway, Bldg. 12
City/State/Zip Code: Overland Park, KS 66251
Attention: Access Verification

Notices shall be effective three (3) business days of being sent via registered mail with return receipt requested, in the case of SPRINT to:

Business Name: Sprint – Carrier Markets Group
Mailing Address: 7301 College Boulevard
City/State/Zip Code: Overland Park, KS 66210
Attention: Manager, Carrier Markets
Contact number: 913-534-6111

Notices shall be effective three (3) business days of being sent via registered mail with return receipt requested in the case of TDS TELECOM to:

Business Name: TDS TELECOM
Mailing Address: P. O. Box 22995
Shipping Address: 9737 Cogdill Road, Suite 230
City/State/Zip Code: Knoxville, TN 37932-3374 (37932 for shipping)
Attention: Carrier Relations
Contact Phone Number: (865) 966-4600

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

Business Name: TDS TELECOM
Mailing Address: PO Box 5158
Shipping Address:
City/State/Zip Code: Madison, WI 53705-0158
Attention: Accounting Center

or to such other location as the receiving party may direct in writing.

Section XVI
Severability

If any part of this Agreement is held to be invalid for any reason, such invalidity shall affect only the portion of the Agreement which is invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section XVII
Assignment

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Any assignment by either party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other party shall be void, except that upon written notice either party may assign this Agreement or any rights and obligations thereunder without the other party's consent to any entity that the assigning party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning party whether by consolidation, merger, sale or otherwise, or in connection with a financing transaction.

Section XVIII
Entire Agreement

This Agreement, including all Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. No modification or waiver of any provisions of this Agreement shall be effective unless in writing and signed by both parties.

Section XIX
Multiple Counterparts

This Agreement may be executed in counterparts and such counterparts shall together constitute one and the same instrument.

Section XX
Miscellaneous

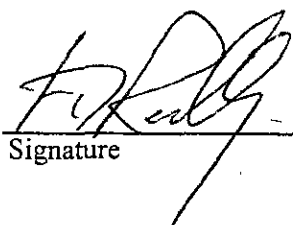
By entering into this Agreement, TDS TELECOM does not concede that this is, and is not estopped from asserting that it is not, an interconnection agreement under 47 USC 251(c), nor does TDS TELECOM waive, or is it estopped from asserting, any rural exemption that it may have under 47 USC 251(f). This Agreement is for the exchange of traffic, not the direct interconnection of TDS TELECOM and SPRINT as competing service providers. This Agreement does not apply to traffic originated or terminated by a third party.

**Section XXI
Governing Law**

To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the state of Missouri, without regard to its conflicts of laws principles.

**By: TDS Telecommunications
Corporation (not individually but as
agent for the TDS TELECOM affiliates
identified on Schedule I)**

Sprint Communications Company, LP

 2/6/01
Signature Date

 2/6/01
Signature Date

Louis D. Reilly, III
Typed Name

W. Richard Morris
Typed Name

Director-Carrier Relations
Typed Title

Vice Pres.-External Affairs Local Markets
Typed Title

Signature Page to Mutual Traffic Exchange Agreement between the TDS Telecommunications Corporation subsidiaries or affiliates identified on Schedule I and Sprint Communications Company, LP dated this 1st day of January, 2001.

SCHEDULE I

**TDS TELECOMMUNICATIONS MUTUAL TRAFFIC EXCHANGE AGREEMENT
FOR THE STATE OF MISSOURI.**

New London Telephone Company

Orchard Farm Telephone Company

The Stoutland Telephone Company

STATE OF Tennessee)
)
COUNTY OF knox)

AFFIDAVIT OF LINDA LOWRANCE

Before me, the Undersigned Authority, on this 28th day of March,
2001, personally appeared Linda Lowrance, Manager – Interconnection for TDS
Telecommunications Corporation who, upon being by me duly sworn on oath deposed and said
the following:

1. My name is Linda Lowrance. I am over the age of twenty-one, of sound mind and competent to testify to the matters stated herein. I am the Manager –
Interconnection for TDS Telecommunications Corporation (“TDS”) and have personal knowledge of the agreement between TDS and Sprint Communications Company L.P. (“Sprint”). The parties have negotiated diligently under the Telecommunications Act of 1996, culminating in an executed agreement (“the Agreement”) by TDS and Sprint on February 15, 2000.
2. The Agreement is the result of negotiation and compromise.
3. There are no outstanding issues between the parties that need the assistance of mediation or arbitration if this Agreement is approved.
4. Approval of this Agreement is consistent with the public interest, convenience, and necessity, as it will allow the exchange of traffic between TDS and Sprint.

ATTACHMENT II

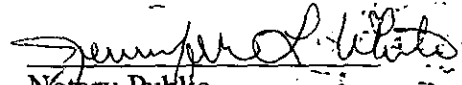
5. This Agreement does not discriminate against any telecommunications carrier.

The terms of this agreement are available to any similarly situated provider in negotiating a similar agreement.

Further Affiant sayeth naught.


Linda Lowrance, Manager – Interconnection

Sworn and Subscribed to before me this 28th day of March, 2001 to certify which witness my hand and seal of office.


Notary Public

