

TRAFFIC TERMINATION AGREEMENT

This Agreement for the termination of traffic between Holway Telephone Company, an Incumbent Local Exchange Carrier (“ILEC”) certificated to provide local exchange services in the State of Missouri, and Cingular Wireless LLC, also on behalf of its subsidiaries or affiliates (as listed on Appendix 3), (“Cingular Wireless”) licensed by the FCC to provide commercial radio service, effective upon April 29, 2005. (“Effective Date”). This Agreement has been executed pursuant to Section 251(b)(5) of the Telecommunications Act of 1996. (ILEC and Cingular Wireless are also sometimes referred to herein as “Party” or, collectively, “Parties.”)

ILEC is a local exchange carrier operating in Missouri. Cingular Wireless is a commercial mobile radio service carrier operating in Missouri. Each party originates traffic on its networks for termination on the other Party’s network.

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

SECTION 1 - SCOPE OF AGREEMENT

1.1 This Agreement shall cover traffic originated by one of the Parties and terminated to the other Party without the direct interconnection of the Parties’ networks. This Agreement shall cover both Local and Non-local Traffic as those terms are defined in Section 2 of this Agreement. This Agreement shall not apply to traffic or calls completed by either Party in compliance with any obligation to port numbers of the former customers of one Party when that customer takes service from the other Party.

SECTION 2 - DEFINITIONS

Certain terms used in this Agreement shall have the meanings as defined below.

Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Missouri Public Service Commission. The Parties acknowledge that other terms appear in this Agreement that are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

- 2.1 "Act" - the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as further amended from time to time and as interpreted in the duly authorized rules and regulations and Orders of the Federal Communication Commission or a state regulatory commission.
- 2.2 "CMRS" - Commercial Mobile Radio Service, as defined in the Act.
- 2.3 "Commission" - Missouri Public Service Commission.
- 2.4 "CTUSR" - Cellular Transiting Usage Summary Report, provided by Southwestern Bell Telephone Company, tracks the minutes of Transiting Traffic for calls originating from CMRS providers and terminating to LECs.
- 2.5 "FCC" - Federal Communications Commission.
- 2.6 "LEC" - Local Exchange Carrier, includes any provider of local exchange telecommunications service that holds a certificate of public convenience and necessity or certificate of service authority from the Missouri Public Service Commission.
- 2.7 "Local Traffic" - Local traffic under this Agreement is traffic between an ILEC and Cingular Wireless that, at the beginning of the call, originates and terminates within

the same Major Trading Area (MTA). For ILEC, the origination or termination point of a call shall be the end office switch that serves, respectively, the calling or called party at the beginning of the call. For Cingular Wireless, the origination or termination point of a call shall be the cell site/base station that serves, respectively, the calling or called party at the beginning of the call.

2.8 "MTA" - Major Trading Area as defined in 47 C.F.R. 24 of the FCC Rules and Regulations.

2.9 "Non-local Traffic" - Non-local Traffic under this Agreement is traffic between ILEC and Cingular Wireless that is not Local Traffic. Non-local Traffic may be either interstate or intrastate traffic, depending on the locations where the call originates and terminates.

SECTION 3 - TRAFFIC EXCHANGE

3.1 Each Party shall be responsible for provisioning its traffic, if any, exchanged under this Agreement. Each Party shall be responsible for establishing appropriate contractual relationships with the third-party LEC(s), if any, that Party selects for transiting traffic to the other Party. Each Party shall be responsible for providing the trunks from its network to the point of interconnection with the third-party LEC(s) network and for paying the third-party LEC(s) network provider for the costs of transiting calls that the Party originates.

SECTION 4 - COMPENSATION

4.1 Compensation for traffic originated by a Party and terminated to the other Party's network shall be based upon the specific type and jurisdiction of the call as follows:

4.1.1 Local Traffic - Local Traffic calls as defined in Section 2 of this Agreement shall be compensated based on the rates established in Appendix 1.

4.1.2 Non-local Intrastate Traffic - Non-local Traffic (as defined in Section 2 of this Agreement) originated by Cingular Wireless and terminating to ILEC within the same State will be compensated based upon the rate for termination of non-local intrastate traffic identified in Appendix 2. Compensation for Non-local Intrastate Traffic originated by ILEC and terminating to Cingular Wireless shall be based on the rate for termination of non-local intrastate traffic identified in Appendix 2.

4.1.3 Non-local Interstate Traffic - Non-local Traffic (as defined in Section 2 of this Agreement) originated by Cingular Wireless and terminating to ILEC within different States will be compensated based upon the rate for termination of non-local interstate traffic identified in Appendix 2. Compensation for Non-local Interstate Traffic originated by ILEC and terminating to Cingular Wireless shall be based on the rate for termination of non-local interstate traffic identified in Appendix 2.

4.2 Factors – For the purposes of this Agreement, the Parties agree to use the percentages referenced in Appendix 2 as a fair estimate of the proportions of the total amount of traffic originated by Cingular Wireless and ILEC that is assignable to each of the three different jurisdictions identified in Section 4.1 above. This percentage shall remain in effect until amended as provided in Section 5.2 below.

4.3 Each Party will pay to the other Party the local interconnection rates as set forth in Appendix 1 for terminating its Local Traffic (as defined in the Definitions Section of this Agreement) on the other's network. Where ILEC has the capability to record terminating traffic from Cingular, charges for terminating traffic will be based upon accumulated conversation minutes, whole and partial, measured from receipt of answer supervision to receipt of disconnect supervision and rounded up to the next whole minute at the close of the billing period. Where ILEC does not have the capability to record terminating traffic from Cingular, ILEC may bill for terminating traffic based on records received from an intermediate LEC (such as CTUSRs or ATIS/OBF EMI Category 11-01-XX records). Until such time as Cingular obtains measurement capability, Cingular will charge ILEC a percentage of the ILEC's bill for the previous month for all mobile-originated usage. The method of computation and the appropriate traffic ratio to be applied are shown on Appendix 1 attached hereto. At its option, ILEC may implement a net billing arrangement so that ILEC will be the only Party rendering the bill. In such case, ILEC will deduct from the amount billed to Cingular the amount that Cingular would have billed to ILEC (for the applicable billing period), using the method of computation and the appropriate traffic ratio as shown in Appendix 1 attached hereto. If only the net amount owed by one of the Parties is billed, each Party shall nevertheless collect, report and remit taxes on the basis of the gross billings that resulted in such net amount.

4.4 Once an intraMTA traffic ratio has been established by the Commission pursuant to Appendix 1, either Party may, no more than once per twelve-month period, perform a traffic study, using a minimum of 60 days of traffic information, to determine if the intraMTA traffic ratio has changed. If the study appropriately demonstrates that the

intraMTA traffic ratio has changed, the Parties will employ the correct ratio on a going-forward basis for billing purposes. If agreement cannot be reached on the appropriateness of the new study, either Party may invoke the dispute resolution procedures herein.

4.5 ILEC agrees that it will accumulate monthly traffic volumes until a minimum billing threshold of five thousand (5000) minutes is reached prior to billing Cingular Wireless, provided that in no event will ILEC bill Cingular Wireless less frequently than quarterly for any volume of minutes, regardless of whether this threshold is reached.

SECTION 5 - RECORD EXCHANGES AND BILLING

5.1 The Party terminating traffic under this Agreement (i.e., the "Billing Party") shall issue bills based on the best information available including, but not limited to, records of terminating traffic created by the Party at its end office or tandem switch. Records should be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers or locations. The Parties agree that CTUSRs provided by SBC previously reported volumes of traffic originated by Cingular Wireless and terminated to ILEC. Since July of 2004, these traffic volumes have been reported by SBC by the use of an ATIS/OBF EMI Category 11-01-XX record. In the future, this record format could change. Until more detailed records are reasonably available, the SBC currently provided ATIS/OBF EMI Category 11-01-XX record will be considered a sufficient billing record. The Parties will work cooperatively to provide or exchange billing records in industry standard formats containing available detail, if any, about call jurisdictions, for calls they

originate that terminate on the other Party's network, and which are subject to this Agreement. Neither Party shall be obligated as a result of this Agreement to develop or create new billing formats or records to satisfy any duty or obligation hereunder, or to pay for the services of transiting ILECs or other entities for billing format or record creation to satisfy any duty or obligation hereunder.

5.2 As of the effective date of this Agreement, the Parties are unable to measure the amount of interMTA traffic exchanged between the Parties. For purposes of this Agreement, the Parties agree to use the percentage referenced in Appendix 2 as a fair estimate of the interMTA traffic exchanged between the Parties. This percentage shall remain in effect until amended as provided herein. If either Party provides to the other a valid traffic study, or a valid study of interMTA traffic by access jurisdiction, the Parties shall use such traffic study or reexamination to negotiate in good faith a mutually acceptable revised local traffic factor, or interMTA or access jurisdiction percentage.

For purposes of this Agreement, a "valid interMTA traffic study" may be based upon, but not necessarily limited to, calling and called party information (i.e., originating and terminating NPA NXX, minutes of use, available detail, if any, identifying location of Cingular Wireless calling or called customer, or available detail, if any, identifying location of cell tower serving Cingular Wireless calling or called customers, etc.) which, for at least three consecutive billing periods, indicates an amount of interMTA traffic that is at least five percentage points greater or lesser than the interMTA percentage amount to which the Parties previously agreed. Either Party who has performed an interMTA traffic study for the purpose of proposing changes to this interMTA percentage will provide the other Party not less than thirty (30) days' notice of the results of such study,

and the opportunity for the other Party to review such study. Either Party initiating an interMTA traffic study for the purpose of proposing changes to this Agreement will provide the other Party not less than thirty (30) days' notice of intent to conduct the study, and the opportunity for the other Party to participate in the establishment, conduct, and results of the study. Thereafter, the Parties agree to cooperate in good faith to amend this Agreement to reflect this revised interMTA percentage, and such revised percentage will be effective upon amendment of this Agreement, including any state commission approval, if required. Such studies or reexaminations shall be conducted no more frequently than once annually.

For purposes of this Agreement, a "valid study of interMTA traffic by access jurisdiction" may be based upon, but not necessarily limited to, calling and called party information (i.e., originating and terminating NPA NXX, minutes of use, available detail, if any, identifying location of Cingular Wireless calling or called customer, or available detail, if any, identifying location of cell tower serving Cingular Wireless calling or called customers, etc.) which, for at least three consecutive billing periods, indicates an amount of interMTA traffic that is at least five percentage points greater or lesser than the interMTA percentage amount to which the Parties previously agreed. Either Party who has performed an interMTA traffic study for the purpose of proposing changes to this interMTA percentage will provide the other Party not less than thirty (30) days' notice of the results of such study, and the opportunity for the other Party to review such study. Either Party initiating an interMTA traffic study for the purpose of proposing changes to this Agreement will provide the other Party not less than thirty (30) days' notice of intent to conduct the study, and the opportunity for the other Party to participate in the

establishment, conduct, and results of the study. Thereafter, the Parties agree to cooperate in good faith to amend this Agreement to reflect this revised interMTA percentage, and such revised percentage will be effective upon amendment of this Agreement, including any state commission approval, if required. Such studies or reexaminations shall be conducted no more frequently than once annually.

5.3 The originating Party shall pay the Billing Party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the billing statement. The originating Party shall pay a late charge on any undisputed charges that are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1% per month or the maximum amount allowed by law. Normally, neither Party shall bill the other Party for traffic that is more than 180 days old.

However, in those cases where billing cannot be performed within that time frame because of record unavailability, inaccuracies, corrections, etc., billing can be rendered or corrected for periods beyond 180 days. In no case, however, will billing be made for traffic that is more than one year old.

SECTION 6 - AUDIT PROVISIONS

6.1 As used herein, "Audit" shall mean a comprehensive review of services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per 12-month period commencing with the Effective Date.

6.2 Upon thirty (30) days written notice by the Requesting Party to the other "Audited Party", the Requesting Party shall have the right, through its authorized representative(s), to perform an Audit, during normal business hours, of any records, accounts and

processes which contain information bearing upon the services provided, and performance standards agreed to, under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. The Audited Party agrees to provide Audit support, including reasonable access to and use of the Audited Party's facilities (e.g., conference rooms, telephones, copying machines.)

6.3 Each party shall bear the cost of its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 6.3, "Special Data Extraction" shall mean the creation of an output record or information report (from existing data files) that is not created in the normal course of business by the Audited Party. If any program is developed to the Requesting Party's specifications and at the Requesting Party's expense, the Requesting Party shall specify at the time of request whether the program is to be retained by the Audited Party for reuse during any subsequent Audit.

6.4 Adjustments, credits or payments shall be made, and any correction action shall commence, within thirty (30) days from the Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1 ½%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed on any adjustments, credits or payments if the audit establishes an overpayment or underpayment of greater than two percent (2%) of the actual amount due

by compounding monthly from the time of the error or omission to the day of payment or credit.

6.5 Neither the right to Audit, nor the right to receive an adjustment, shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner provided by this Agreement.

6.6 This Section 6 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

SECTION 7 - DISPUTE RESOLUTION

7.1 The Parties agree to resolve disputes arising out of this Agreement with a minimum amount of time and expense. Accordingly, the Parties agree to use the following dispute resolution procedure as a sole remedy with respect to any controversy or claim arising out of or relating to this Agreement, except for an action seeking to compel compliance with the confidentiality provision of Section 8 or this dispute resolution process (venue and jurisdiction for which would be in St. Louis County or Kansas City, Missouri).

7.2 At the written request of a Party commencing the dispute resolution process described herein, each Party will appoint a representative to meet and negotiate in good faith for a period of sixty (60) days (unless it becomes clear that a voluntary resolution is unlikely) after the request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by nonlawyer business

representatives, but nothing prevents either Party from also involving an attorney in the process. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement of the representatives, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussion and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the Commission proceeding or arbitration described below or in any lawsuit without concurrence of both Parties.

7.3 If the negotiations do not resolve the dispute within sixty (60) days (sooner if it becomes clear that a voluntary resolution is unlikely) after the initial written request, the dispute may be brought in any lawful forum unless the Parties mutually agree to submit the dispute to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the Parties may agree. If the Parties mutually agree to submit the dispute to binding arbitration, the arbitration hearing shall be commenced within forty-five (45) days after the agreement for arbitration and shall be held in St. Louis County or Kansas City, Missouri, or any other location to which the Parties mutually agree. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearing. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The decision of the arbitrator shall be final and binding upon the Parties, and

judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party shall bear its own costs and attorneys' fees of the arbitration procedures set forth in this Section and shall equally split the fees and costs of the arbitration and the arbitrator.

7.4 In addition to the foregoing Dispute Resolution process, if any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the parties, the Party billed (the "Non-Paying Party") shall either, within thirty (30) days of its receipt of the invoice containing such disputed amount or within one hundred eighty (180) days of payment of a bill, give notice to the Billing Party of the amounts in dispute ("Disputed Amounts") 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. The balance of the Disputed Amount shall thereafter be paid, with late charges as provided in Section 5.3, if appropriate, upon final determination of such dispute. Late charges assessed on those amounts that were unpaid but disputed after thirty (30) days from the receipt of the invoice, shall be credited to the non-paying Party for any disputed amounts which were ultimately found to be not due and payable.

7.5 No cause of action, regardless of form, arising out of the subject matter of this Agreement may be brought by either Party more than two (2) years after a Party learns or should reasonably have learned that the cause of action has accrued. The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

SECTION 8 - CONFIDENTIAL INFORMATION

8.1. It may be necessary for either Party, each as the “Discloser,” to provide to the other Party, as “Recipient,” certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the “Information”). Nothing in this agreement shall be deemed proprietary. All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, and such designation shall be confirmed in writing by the Discloser within forty-five (45) days thereafter.

8.2. Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient’s analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

8.3. Exceptions. Recipient will not have an obligation to protect any portion of the Information which: (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; or (b) is lawfully obtained by Recipient from any source

other than Discloser; or (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient, or (e) is disclosed pursuant to a valid order of court or regulatory body, provided the Recipient gives the Discloser prior written notice of such order.

8.4. Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and shall not disclose the Information to any other entity or use it for any other purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith, provided the Recipient gives the discloser prior written notice of such request.

8.5. Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

8.6. The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application which is now or may hereafter be owned by the Discloser.

8.7 All Proprietary Information shall remain the property of the Discloser, and all documents or other tangible media delivered to the Recipient that embody such Proprietary Information shall be, at the option of the Discloser, either promptly returned to Discloser or destroyed using appropriate and reasonable means, except as otherwise

may be required from time to time by Governing Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Recipient's need for it has expired and (ii) the expiration or termination of this Agreement.

8.8. The Parties agree that an impending or existing violation of any provision of this Section would cause the Discloser irreparable injury for which it would have no adequate remedy at law, and agree that Discloser shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages.

8.9. Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 10 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement.

SECTION 9 - LIABILITY AND INDEMNIFICATION

9.1 Neither Party assumes any liability for any act or omission of the other Party in the furnishing of its services to its subscribers solely by virtue of entering into the Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs, claims, injury or liability relating to any third-party claim arising out of any intentional misconduct or negligent act or omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement.

Furthermore, the Parties agree to arrange their own interconnection arrangements with

other telecommunications carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.

9.2 NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, FOR ANY HARDWARE, SOFTWARE, GOODS, OR SERVICES PROVIDED UNDER THIS AGREEMENT. ALL WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND WAIVED.

9.3 Except as otherwise provided for in this paragraph, neither Party shall be liable to the other Party for any indirect, incidental, consequential, reliance, punitive, or special damages suffered by the other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by the other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. In no event shall either Party's liability to the other for direct damages arising out of (1) a material breach of this Agreement, or (2) activities related to or involved in performance under this Agreement (whether such alleged damages in this second category arise in contract or tort) shall not exceed an amount equal to the proportionate charge for the affected service(s) during the period in which damages occurred. If that standard is not applicable, such damages shall not exceed the total amount billed under this Agreement (during the calendar year(s) in which the damage occurred) by the damaged Party to the

other Party. The foregoing shall not limit a Party's obligation as set out in this Agreement to indemnify, defend, and hold the other Party harmless against amounts payable to third Parties.

SECTION 10 - TERM OF AGREEMENT

10.1 This Agreement shall commence on the Effective Date, and shall terminate two (2) years after the Effective Date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party, except that either Party may elect: 1) not to renew by giving the other Party at least thirty (30) days written notice of the desire not to renew; or 2) to negotiate a subsequent agreement by giving the other Party at least thirty (30) days written notice of the desire to commence negotiations. If a Party elects to negotiate a subsequent agreement and a subsequent agreement has not been consummated prior to the termination date of the current Agreement, the current Agreement shall continue to be in effect until it is replaced by a new Agreement provided however, that if the Parties are unable to reach agreement, either Party has the right to submit this matter to the Commission for resolution pursuant to 47 U.S.C. § 252. The Parties expressly agree that the terms, conditions and rates of the successor agreement shall not be retroactive but shall apply only on a going-forward basis.

10.2 Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or

which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

SECTION 11 - INDEPENDENT CONTRACTORS

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

SECTION 12 - THIRD PARTY BENEFICIARIES

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

SECTION 13 - GOVERNING LAW, FORUM AND VENUE

13.1 The construction, validity, and enforcement of this Agreement shall be governed by the laws and regulations of the State of Missouri, except when Federal law may be controlling, in which case federal law will govern.

SECTION 14 - ENTIRE AGREEMENT

14.1 This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference,

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.

SECTION 15 - NOTICE

15.1 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, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

In the case of Cingular Wireless to:

Cingular Wireless
Senior Contract Manager - Interconnection
7277 164th Avenue NE
Redmond, WA 98052
Facsimile: 425-580-8609

With a copy to:

Cingular Wireless
Attn: Senior Network Counsel
P.O. Box 97061
Redmond, WA 98073-9761
For Delivery:
8645 154th Avenue NE
Redmond, WA 98052
Facsimile: 425-580-7825

In the case of ILEC to:

Holway Telephone Company
Bruce Copsey
208 Ash
P.O. Box 112
Maitland, MO 64466-0112
Facsimile: 660-935-2213

With a copy to:

W.R. England, III
Brydon, Swearngen & England P.C.
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102-0456
Telephone Number: 573/635-7166
Facsimile Number: 573/634-7431

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, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy; provided, however, that the Party giving notice must be able to demonstrate actual receipt of notice (for example, by return receipt of certified mail, or by fax or e-mail confirmation). Notice received after 5:00 p.m. local time of the receiving party, or received on a Saturday, Sunday or holiday recognized by the United States government, shall be deemed to have been received the following business day.

SECTION 16 - FORCE MAJEURE

16.1 The Parties shall comply with applicable orders, rules, or regulations of the FCC and the Commission and with applicable Federal and State law during the terms of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public

enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts, or other work interruptions by employees or agents not within the control of the non-performing Party.

SECTION 17 - TAXES

17.1 The Party collecting revenues shall be responsible for collecting, reporting, and remitting all taxes associated therewith, provided that the tax liability shall remain with the Party upon whom it is originally imposed. The billing Party shall charge and collect from the billed Party and the billed Party agrees to pay to the billing Party, appropriate federal, state, and local taxes where applicable, except to the extent the billed Party notified the billing Party and provides appropriate documentation that the billed Party qualified for a full or partial exemption.

SECTION 18 - ASSIGNMENT

18.1 Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, a Party may assign this Agreement or any portion thereof, without consent but upon prior written notice to the other Party, to any entity that controls, is controlled by or is under common control with the assigning Party provided that the assignee/successor agrees in writing to be bound by all obligations and terms of the Agreement. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

SECTION 19 - TERMINATION OF SERVICE TO EITHER PARTY

19.1 If either Party fails to pay when due any undisputed charges billed under this Agreement (“Undisputed Unpaid Charges”), and any portion of such charges remain unpaid more than thirty (30) days after the due date of such Undisputed Unpaid Charges, the billing Party may elect to block further traffic from the billed Party only by means of the following procedure:

19.2 The billing Party shall provide the billed Party, and the manager of the telecommunications department of the Missouri Public Service Commission, written notice by certified mail (return receipt requested) at least thirty (30) days prior to implementing blocking. Such notice shall clearly indicate the reason(s) for blocking, the date blocking will begin, an explanation of what action the billed carrier should take to prevent blocking, when this corrective action must be completed by, and the person to contact to obtain further information.

19.3 If the billed Party disputes the proposed blocking, the billed carrier should immediately seek formal action by the Commission through the filing of a formal complaint providing all relevant evidence refuting any stated reasons for blocking, and including a request for expedited resolution.

19.4 If the billed Party files a formal complaint, the billing carrier will refrain from blocking (or cease blocking if blocking has already commenced), pending the Commission's decision.

SECTION 20 –MISCELLANEOUS

20.1 This Agreement is not an interconnection agreement under 47 U.S.C. 251(c), but rather a reciprocal compensation agreement under 47 U.S.C. 251(b)(5). The Parties acknowledge that ILEC may be entitled to a rural exemption as provided by 47 U.S.C. 251(f), and ILEC does not waive such exemption by entering into this Agreement.

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

This Agreement is executed this 21st day of June, 2006.

Signatures

Cingular Wireless LLC

Michael F. Van Weelden
(Signature)

Michael F. Van Weelden
(Print Name)

Director - SCM - Network
(Title)

6-19-06
(Date)

Holway Telephone Company

Bruce Copsey
(Signature)

Bruce Copsey
(Print Name)

Secretary
(Title)

6/21/06
(Date)

**APPENDIX 1 TO THE AGREEMENT BETWEEN HOLWAY TELEPHONE
COMPANY AND CINGULAR WIRELESS**

Rates for termination of Local Traffic via an indirect interconnection

Local Termination Rate: \$0.0383 per minute of use

Traffic ratio for termination of Local Traffic: 90% MTL
10% LTM

NET BILLING ARRANGEMENT

ILEC will calculate the amount Cingular Wireless owes ILEC based on one hundred percent (100%) of the IntraMTA traffic originated by Cingular Wireless and delivered to ILEC for termination. ILEC will calculate the estimated ILEC traffic delivered to Cingular Wireless for termination based on the following formula: Total MTL Minutes of Use will be calculated based on total MTL IntraMTA MOUs (identified by CTUSR records, ATIS/OBF EMI Category 11-01-XX Records, or other mutually acceptable calculation) less any MTL InterMTA traffic, divided by 90% (MTL percent). The resulting dividend will then be multiplied by 10% (LTM percent) to determine the traffic originated by ILEC and delivered to Cingular Wireless for termination. ILEC will bill Cingular Wireless based on the total amount Cingular Wireless owes ILEC minus the amount ILEC owes Cingular Wireless.

**APPENDIX 2 TO THE AGREEMENT BETWEEN HOLWAY TELEPHONE
COMPANY AND CINGULAR WIRELESS**

Pursuant to Section 5.2, the interMTA percentage is 0%

Pursuant to Section 4.2:

100% of traffic shall be deemed to be Local (intraMTA factor)

0% of traffic shall be deemed to be interMTA

Of the InterMTA traffic:

20% shall be deemed to be Interstate

80% shall be deemed to be Intrastate

**APPENDIX 3 TO THE AGREEMENT BETWEEN HOLWAY TELEPHONE
COMPANY AND CINGULAR WIRELESS**

MC Cellular, LLC

Missouri RSA 11/12 Limited Partnership

Missouri RSA 8 Limited Partnership

Missouri RSA 9B1 Limited Partnership

New Cingular Wireless PCS, LLC