

WIRELESS INTERCONNECTION AGREEMENT
TDS - MISSOURI

This Agreement is made effective on the 1st day of October, 1999, between TDS TELECOM, Inc., an Iowa corporation, as agent for the Missouri corporations listed on Appendix A (individually, "TDS"), and ALLTEL Communications Inc., a(n) Delaware corporation ("COMPANY").

TDS is a local exchange carrier acting through its subsidiary telephone companies in Missouri. COMPANY is a commercial mobile radio service carrier operating in Missouri. TDS and COMPANY desire to interconnect on an indirect basis for the purpose of exchanging traffic between the parties' customers.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

SECTION I
SCOPE OF AGREEMENT

This Agreement shall cover local interconnection arrangements between COMPANY's network in Missouri and TDS' network in Missouri. The exchange of non-local traffic between other portions of TDS' network and COMPANY's network will be accomplished using the existing toll telephone network. The designations "local" and "non-local" shall be as defined by federal law.

SECTION II
TRAFFIC EXCHANGE

The default point of interconnection shall be at an appropriate access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which that party originates. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party. Each party shall bill the other for calls which the billing party terminates to its own customers and which were originated by the billed party. Applicable charges are shown on the attached pricing schedule, Appendix A, which is incorporated by reference. The billed 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 statement. The billed party shall pay a late charge on the unpaid bill for bills that are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month and the maximum amount allowed by law. The billed party shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills.

Attachment 1

SECTION III INDEPENDENT CONTRACTORS

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

SECTION IV LIABILITY

A.

Neither party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other party's use of service provided under this Agreement. Each party shall indemnify and defend the other party against any claims or actions arising from the indemnifying party's use of the service provided under this Agreement, except for damages caused by the sole recklessness of the indemnified party.

B.

Neither party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

C.

In any event, each party's liability for all claims arising under this Agreement, or under the use of the service provided under this Agreement, shall be limited to the amount of the charges billed to the party making a claim for the month during which the claim arose.

SECTION V ATTORNEY'S FEES AND COURT COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

SECTION VI TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall terminate one (1) year 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 not to renew by giving the other party sixty (60) day's written notice of the desire not to renew.

SECTION VII
THIRD PARTY BENEFICIARIES

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

SECTION VIII
GOVERNING LAW, FORUM, AND VENUE

This Agreement shall be interpreted under the laws of the State of Missouri. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Missouri.

SECTION IX
ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in writing signed by both parties. This Agreement is a result of a negotiation between the parties, and was jointly drafted by both parties.

SECTION X
NOTICE

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 COMPANY to:

Business Name: ALLTEL Communications Inc.,
Mailing Address: One Allied Drive
Shipping Address:
City/State/Zip Code: Little Rock, AR 72202
Attention: Mr. Dan Klinedinst
Contact Phone Number: 501-905-5443

Notices 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 to:

Business Name: TDS TELECOM
Mailing Address: P. O. Box 22995
Shipping Address: 725 Pellissippi Pkwy., Suite 230
City/State/Zip Code: Knoxville, TN 37933-0995 (37932 for Shipping)
Attention: Director, Carrier Relations
Contact Phone Number: (423) 671-4758

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 to:

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

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

COMPANY shall ensure bills and payments reference the specific TDS company name(s) for which traffic is being billed or paid (see Appendix A for company list).

SECTION XI
MISCELLANEOUS

This Agreement is not an interconnection agreement under 47 USC 251(c). The parties acknowledge that TDS is entitled to a rural exemption as provided by 47 USC 251(f) and TDS does not waive such exemption.

TDS TELECOM, INC., as agent for the Missouri corporations listed on Appendix A

Jerry Masters *10-19-99*
Signature (date)

Printed name and title:

Jerry Masters

President- Retail Markets Group

ALLTEL Communications, Inc.

J.W. Reynolds *12-Oct-99*
Signature (date)

Printed name and title:

Jeffrey W. Reynolds

Vice Pres.-Wholesale Marketing

APPENDIX A - PRICING

TDS TELECOM Wireless Interconnection- Missouri

Transport and Termination of Non-local Traffic: per applicable tariff

<u>Company</u>	<u>\$/MOU</u>
Orchard Farm Telephone Company	0.019655
New London Telephone Company	0.019540
The Stoutland Telephone Company	0.014760

TDS TELECOM, INC., as agent for the Missouri corporations listed above

JW Masters 10-18-99
Signature (date)

Printed name and title:

Jerry Masters

President - Retail Markets Group

ALLTEL Communications, Inc.

JW Reynolds 12-22-99
Signature (date)

Printed name and title:

Jeffrey W. Reynolds

VP-Wholesale Marketing

STATE OF TN)
COUNTY OF Knox)

AFFIDAVIT OF LINDA LOWRANCE

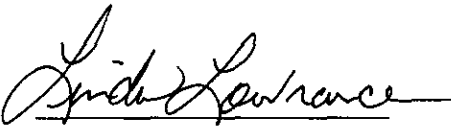
Before me, the Undersigned Authority, on this 23 day of February, 2000,
personally appeared Linda Lowrance of TDS Telecommunications Corporation who, upon
being by me duly sworn on oath deposed and said the following:

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 of Interconnection for TDS Telecommunications Corporation ("TDS") and have personal knowledge of the agreement between TDS and ALLTEL Communications, Inc. ("the Agreement"). I have served as negotiator of the agreement on behalf of TDS and have personal knowledge of the provisions. The parties have negotiated diligently under the Telecommunications Act of 1996, culminating in an executed agreement by TDS and ALLTEL Mobile on October 19, 1999.
2. The Interconnection 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 Interconnection Agreement is consistent with the public interest, convenience, and necessity, as it will allow the exchange of traffic between TDS and ALLTEL Mobile.

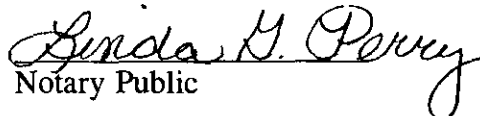
ATTACHMENT II

5. This Interconnection 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 23 day of February, 2000 to certify which witness my hand and seal of office.


Notary Public
4-2-2001

