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April 20, 2005

FILED

APR 20 2005

OF COUNSEL
MARVIN J. SHARP
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GREGORY C. STOCKARD (1904-1993)
PHIL HAUCK (1924-1991)

Secretary/Chief Administrative Law Judge
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

Missouri Public
Service Commission

Re: MoKan Dial, Inc. Telephone Company Petition for Arbitration with US Cellular

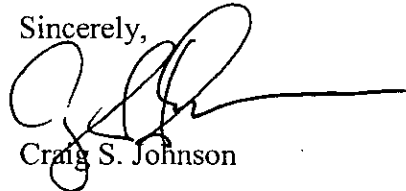
Dear Secretary:

Enclosed please find an original and eight (8) copies of the above referenced Petition for Arbitration. There will be five more of such petitions filed on behalf of the other MITG companies. Upon assignment of case numbers, I anticipate filing motions to consolidate these petitions into a single arbitration, which would be consistent with the negotiations thus far.

A copy of this letter and enclosures has been provided to US Cellular, Staff, and OPC.

Thank you for seeing this filed.

Sincerely,



Craig S. Johnson

CSJ:sjo

enclosure

CC: Dan Joyce
Michael Dandino
Jim Naumann
Bret Dublinske
Darryl Reed
MoKan Dial, Inc. Telephone Company

TRENTON OFFICE
9th AND WASHINGTON
P.O. BOX 547
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FILED

APR 20 2005

**BEFORE THE PUBLIC SERVICE COMMISSION
STATE OF MISSOURI**

**Missouri Public
Service Commission**

**In the Matter of the Petition of)
MoKan Dial, Inc.,)
for Arbitration of Unresolved Issues)
Pertaining to a Section 251(b)(5))
Agreement with United States Cellular)
Corporation.)**

VERIFIED PETITION FOR ARBITRATION

Request for Negotiations Received: November 22, 2004
135th Day Thereafter: April 6, 2005
160th Day Thereafter: May 1, 2005
9 Months Thereafter: August 21, 2005

Comes now MoKan Dial Inc. (Petitioner), pursuant to 42 USC 252 and 4 CSR 240-240.36.010, and hereby requests that the Missouri Public Service Commission arbitrate unresolved issues remaining in a negotiation between Petitioner and Respondent United States Cellular Corporation (Respondent). Petitioner states as follows:

1. Petitioner is a small rural incumbent local exchange company, and a Missouri corporation. Although Petitioner is a rural carrier subject to the rural exemption of 47 USC 251(f), that exemption is inapplicable here as Petitioner's duty to negotiate reciprocal compensation arrangements pursuant to 47 USC 251(b)(5) is not subject to the Section 251(f) exemption. The Section 251(f) exemption only applies to the additional obligations of ILECs set forth in Section 251(c), not the obligations of all LECs set forth in Section 251(b). Therefore, Petitioner requests a waiver of that aspect

of 4 CSR 240-36.040 (2) that would otherwise require a Commission Order terminating Petitioner's rural exemption from preceding this Application.

2. All communications and submissions in this proceeding should be served upon the following designated contacts for the Petitioner:

Jane Prettyman
General Manager
MoKan Dial Inc.
P.O. Box 429
112 S. Broadway
Louisburg, KS 66053
913-837-2219
913-835-2329 FAX

Craig S. Johnson
Andereck Evans Law Firm
700 East Capitol
P.O. Box 1438
Jefferson City, MO 65102
(573) 634-3422
(573) 634-7822 Fax

3. Respondent is a CMRS provider, or wireless carrier, operating and delivering traffic to Southwestern Bell Telephone (SBC) for termination to Petitioner in the state of Missouri.

4. All communications and submissions in this proceeding should be served upon the following designated contacts for Respondent:

James Nauman
Senior Director-National Networks
U.S. Cellular
8410 West Bryn Mawr Ave
Chicago, IL 60631-3486
773-399-8900
773-399-8936 FAX

G. Darryl Reed
Sidley Austin Brown & Wood LLP

Bank One Plaza
10 S. Dearborn St.
Suite 5400 SW
Chicago, IL 60603
312-853-7766
312-853-7036 FAX

Bret Dublinske
Dickinson Mackaman Tyler & Hagen
1600 Hub Tower
699 Walnut St.
Des Moines, Iowa 50309
515-246-4546
515-246-4550 FAX

5. Since February 5, 1998, Respondent has sent traffic its customers originated, and which was destined for termination to Petitioner's local exchange customers, to SBC for termination in Petitioner exchanges in violation of various Commission Orders and Interconnection Agreements. As a result Petitioner as of December 15, 2004 had terminated 1,256 minutes of such traffic without receiving any compensation therefore. A portion of this traffic is the subject of an unresolved complaint pending in Commission Case No. TC-2002-57.

6. On November 18, 2004, after conclusion of the last hearing in TC-2002-57, Respondent mailed to Petitioner a request to negotiate an interconnection agreement with Petitioner. A copy is attached hereto as Attachment A.

7. Petitioner received said request on November 22, 2004. A copy of such response, which indicates the date of receipt of the request, is attached hereto as Attachment B.

8. Negotiations between Petitioner and Respondent since the exchange of Attachments A and B have failed to produce a voluntary agreement as to all terms of an agreement.

9. More than 135 days since Petitioner's receipt of said request has expired.
10. Less than 160 days since Petitioner's receipt of said request has expired.
11. Petitioner desires arbitration of the remaining unresolved issues in order to obtain an approved agreement and resolution of all issues which have surrounded the uncompensated termination of wireless originated traffic since February 5, 1998, and which will obviate future disputes for the term of the approved agreement.
12. A copy of this petition has been provided electronically to the negotiators for Respondent prior to the filing of this Petition with the Commission.
13. A proposed Traffic Termination Agreement (TTA), which includes both resolved and unresolved issues, is attached hereto as Attachment C. Unresolved matters are highlighted. This proposed agreement is based upon the same fundamental organization of clauses and subjects that This Commission has approved in numerous other negotiated agreements between similarly situated small rural telephone companies within the MITG and the STCG and other similarly situated CMRS Providers such as Cingular, Sprint PCS, Verizon Wireless, and Alltel Communications.
14. The following is a statement of each unresolved issue, in bold, with a listing of both parties' position with respect thereto. This listing utilizes numbers corresponding to the sections of the attached TTA. Under each party's position is that party's justification therefore, and documentation supporting that position.

UNRESOLVED ISSUES, POSITIONS OF THE PARTIES

5.4. Coordinated Resolution of Past Compensation Issues with Prospective Traffic Termination Agreement.

1. Petitioner's position is that all issues associated with past uncompensated traffic should be resolved simultaneously with approval of a TTA applying to future

traffic, as has been accomplished with small companies and Cingular, Sprint PCS, Verizon Wireless, and Alltel Communications. Similarly, the terms of approved interconnection agreements of ILEC Sprint Missouri Inc. contain provisions to the same effect.

Petitioner proposes that, upon approval of the TTA, that past compensation amounts due Petitioner be paid by Respondent, that Petitioner thereupon dismiss its complaint pending against Respondent in TC-2002-57 with prejudice, and that the terms of the TTA then be applied to all traffic terminating after the last traffic date included in the computation for the past compensation amount due.

2. Respondent has not agreed to address compensation for past traffic in this TTA.

5.4 Past Traffic Compensation Amount Due Petitioner

A. Past Traffic Volumes

1. Petitioner's position is that records provided by SBC establish that, between February 5, 1998 and December 15, 2004, Petitioner terminated 1256 minutes of Respondent originated traffic.

2. Respondent has neither agreed with this past traffic volume nor provided contrary information.

B. Past Traffic Jurisdiction

1. Petitioner's position is that 1000.0% of this past traffic is intraMTA in jurisdiction, as presented in TC-2002-57, for the time period between 1998 and 2001.

2. Respondent has neither agreed to this past traffic jurisdiction nor provided contrary information.

C. Compensation Rates for Past Traffic

1. Petitioner has proposed that the intraMTA traffic be rated at a rate of 5.83 cents per minute.
2. Respondent has neither agreed with these compensation rates nor provided contrary information.

D. Compensation Due Petitioner

1. Petitioner's position is that, applying A through C above, Petitioner is due \$73.23 from Respondent for past traffic.
2. Respondent has not agreed to this amount.

1.1 Traffic carried by IXC from Petitioner's IXC subscribers to Respondent

1. Petitioner's position is that toll calls (i.e. 1+ dialed traffic) which Petitioner's customers place to Respondent's customers should be excluded from Petitioner's obligation to pay reciprocal compensation. Such traffic is dialed with a 1+, and must be carried by the customer's chosen interexchange carrier ("IXC"). Under industry standard IXC traffic rules, the IXC assumes responsibility for routing that call, and for paying compensation to all carriers, including Respondent, for handling the call to completion. This Commission has recognized that:

"(W)ith the termination of the PTC Plan, it is the norm that traffic between the small LECs and CMRS carriers is one-way traffic. This is because traffic to CMRS subscribers from the small ILECs' subscribers is transported by IXCs and treated as toll traffic....if the call is carried by an IXC, the IXC must compensate the CMRS carrier for the termination of the call."

See February 8, 2001 Report and Order, pp 17-18, *In the Matter of Mark Twain Rural Telephone Company's Proposed Tariff to Introduce its Wireless Termination Service*, Case No. TT-2001-139, et al. (hereinafter "Mark Twain").

Petitioner should not be responsible for compensating Respondent for the transport and termination of such traffic. The FCC's Interconnection Order indicated such traffic is not subject to reciprocal compensation because it is carried by an IXC. See *In the Matter of Implementation of Local Competition Provision in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Radio Services Providers*, 1996 FCC LEXIS 4312, CC Docket No. 96-325, First Report and Order, ¶ 30, ¶ 1034, ¶ 1043 (released August 8, 1996), hereinafter "Interconnection Order". The FCC's reciprocal compensation rules do not apply to traffic carried by an IXC. Interconnection Order, ¶ 1034.

The FCC has decided that CMRS carriers are entitled to recover terminating compensation for such traffic from the IXC. See *In the Matter of Sprint PCS and AT&T's Petitions for Declaratory Ruling on CMRS Access Charges Issues*, WT Docket No. 01-316, Declaratory Ruling, 2002 FCC LEXIS 3262, released July 3, 2002, hereinafter "Sprint Ruling".

Prior decisions of This Commission have recognized that such traffic is not subject to reciprocal compensation. See "Mark Twain", pp. 29-30; April 11, 1997 decision in the United Telephone Complaint versus SBC, Case No. TC-96-112, and the decisions in Chariton Valley and Mid Missouri Complaint Cases against SBC, TC-98-251 and TC-98-240, issued June 10, 1999.

Approved TTAs between small rural companies and Sprint PCS, Cingular, Verizon Wireless, and Alltel contain language excluding IXC carried traffic from reciprocal compensation. Under Respondent's position it would be compensated three times for the termination of this traffic, once by its end user, second by the IXC, and third by Petitioner.

2. Respondent's position is that it is entitled to be compensated for such traffic, and the recent March 10, 2005 decision of the 10th Circuit United States Court of Appeals in *Atlas Telephone, et al, v. Oklahoma Corporation Commission, et al*, D.C. No. 03-CV-347-F, supports its position.

5.6 Bill and Keep

1. Respondent's position is that, assuming Issue 1.1 is resolved in favor of Respondent, when the traffic exchanged between the parties reaches a balance or ratio of 60/40 in either direction, the parties should then use bill and keep rather than exchange billing records and compensation.

2. Petitioner's position is that, should such traffic be deemed subject to the TTA, all traffic should be recorded and compensation paid. The party receiving the greater amount of traffic should reduce that amount by the amount it sent to the other party, and bill the other party for the net balance received. Only when the exchange of traffic equals 50/50 and is expected to remain so would bill and keep be appropriate.

2.4/5.1 Billing Records and Exchange

1. Respondent's position is that, assuming Issue 1.1 is resolved in favor of Respondent, and 1+ landline to mobile IXC traffic is deemed to be subject to the TTA,

there will be a different billing record and exchange process for such traffic. Respondent has yet to propose such language.

10.1 Term

1. Petitioner's position is that the term of the TTA should be for two years, with provision for automatic renewal unless there is prior notice of termination with renegotiation and arbitration provisions.

2. Respondent has neither agreed to Petitioner's proposal nor presented contrary provisions.

4.2, Appendix 2, InterMTA Factor

1. Respondent has proposed a 40.0 percent interMTA factor, which Petitioner is willing to accept. Petitioner and Respondent have not agreed as to the interstate and intrastate proportions of such interMTA traffic.

Appendix 1 IntraMTA Rate

1. Petitioner proposes that the prospective intraMTA rate under the TTA be 2.5 cents per minute, as has been the case with TTAs approved by the Commission between small rural companies and Sprint PCS, Cingular, and Alltel TTAs.


2. Respondent's position is that the rate should be 2.0 cents per minute.

Relief Requested

WHEREFORE, on the basis of the foregoing, Petitioner requests that the Commission appoint an arbitrator, schedule an initial arbitration meeting as soon as possible in view of the deadlines created by 47 USC 252, to conduct arbitration of the unresolved issues, resolve them, and approve a final interconnection or traffic termination agreement setting forth both the voluntarily agreed terms and also the arbitrated matters

and terms, together with such other and further relief as is consistent with the
Commission's role and authority with respect to 47 USC 252.

ANDERECK, EVANS, MILNE, PEACE
& JOHNSON, L.L.C.

By 

Craig S. Johnson MO Bar No. 28179
The Col. Darwin Marmaduke House
700 East Capitol
P.O. Box 1438
Jefferson City, MO 65102-1438
Telephone: (573) 634-3422
Fax: (573) 634-7822
ATTORNEYS FOR MOKAN
DIAL INC.

CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and accurate copy of the foregoing was hand delivered or mailed, via U.S. Mail, postage prepaid, this 20 day of April, 2005, to the following representatives of Staff, OPC, and Respondent:

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

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

James Nauman
Senior Director-National Networks
U.S. Cellular
8410 West Bryn Mawr Ave
Chicago, IL 60631-3486

G. Darryl Reed
Sidley Austin Brown & Wood LLP
Bank One Plaza
10 S. Dearborn St.
Suite 5400 SW
Chicago, IL 60603

Bret Dublinske
Dickinson Mackaman Tyler & Hagen
1600 Hub Tower
699 Walnut St.
Des Moines, Iowa 50309



Attorney for MoKan Dial Inc.

VERIFICATION

I, Jane Prettyman, being first duly sworn, state that I am Manager of MoKan Dial, Inc.; that I am authorized to make this Verification on its behalf; that I have read the foregoing Petition for Arbitration; that the statements contained therein are true to the best of my knowledge, information and belief; and that Andereck, Evans, Milne, Peace and Johnson, LLC is authorized to file the Petition for Arbitration on the Company's behalf.

Jane Prettyman
Jane Prettyman
MoKan Dial, Inc.

Subscribed and sworn to before me this 11th day of April, 2005.

Kay L. O'Keefe
Notary Public



My Commission expires: 2/2/08



November 18, 2004

VIA CERTIFIED MAIL

Jane Prettyman
Choctaw Telephone Company & MoKan Dial Inc.
P.O. Box 429
Louisburg, Ks 66053

Re: *Negotiations for an Interconnection Agreement between United States Cellular Corporation ("U.S. Cellular") and Choctaw Telephone Company & MoKan Dial Inc.*

Dear Ms. Prettyman:

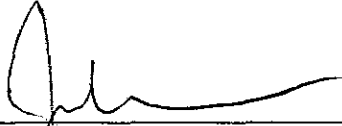
This letter will confirm the agreement between U.S. Cellular and [Insert Telephone Company name] regarding the status of negotiations of an Interconnection Agreement between them.

As you are aware, Section 251(c)(1) of the Telecommunications Act of 1996 (the "Act") provides for a voluntary interconnection negotiation period. Section 252(b)(1) of the Act provides that during the period from the 135th to the 160th day (inclusive) after the date on which the negotiation request was received, either party to a voluntary negotiation may petition a State commission to arbitrate any open issues.

Pursuant to our discussions, this letter is to confirm the agreement by and between U.S. Cellular and [Insert Telephone Company name here] that [insert date, 2004] is the date on which U.S. Cellular's interconnection negotiations commenced for the purposes of Section 252(a) of the Act. U.S. Cellular and [insert Telephone Company name here] agree that (i) [insert date, 2004] will be the basis for calculating the arbitration period under Section 252(b) of the Act and (ii) that the period during which either party may petition a State commission under this section of the Act for arbitration of any open issues will commence on [insert date, 2005 and lapse on insert date, 2005,] inclusive (the "Arbitration Window").

If you have any questions or need additional information, please give me a call at (773) 399 - 7070. I would appreciate your confirming agreement to the terms of this letter by placing your signature at the bottom of two originals, retaining one for your records and returning one to my attention.

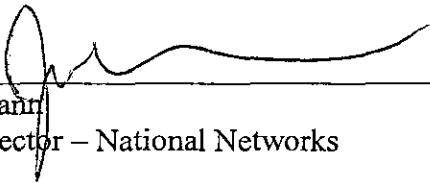
Sincerely.



Jim Naumann
Senior Director – National Networks

AGREED TO AND APPROVED BY:

UNITED STATES CELLULAR CORPORATION



Jim Naumann
Senior Director – National Networks

Choctaw Telephone Company & MoKan Dial Inc.

ANDERECK, EVANS, MILNE, PEACE & JOHNSON, L.L.C.

ATTORNEYS AT LAW

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BRYAN D. LADE
CONNIE J. BURROWS
R. AARON MARTINEZ
MARVIN L. SHARP, Of Counsel

December 1, 2004

EUGENE E. ANDERECK (1923-2004)
GREGORY C. STOCKARD (1904-1993)
PHIL HAUCK (1924-1991)

Jim Naumann
Senior Director-National Networks
U.S. Cellular Corp.
8410 West Bryn Mawr Avenue
Chicago, IL 60631-3486

Re: November 18, 2004 Interconnection Agreement Negotiations Requests from US Cellular to Alma Telephone Company, Chariton Valley Telephone Corp., Mid-Missouri Telephone Company and Northeast Missouri Rural Telephone Company

Dear Mr. Naumann:

Each of the companies listed above received your November 18 interconnection/negotiation request on November 22, 2004. Thank you for providing copies to me. On behalf of these companies, I agree that November 22, 2004 is the date of receipt.

Please consider these items in preparations for the negotiations:

- a. Each company is a rural telephone company exempt from Section 251(c) obligations. They are not exempt from Section 251(b)(5) obligations. We are interpreting US Cellular's request as one for a 251 (b)(5) reciprocal compensation "arrangement".
- b. Alma and Mid-Missouri have Wireless Termination Tariffs in place. I understand for the most part US Cellular has paid invoices rendered pursuant to those tariffs. I also understand that recent SBC call records indicate that SBC is no longer delivering US Cellular traffic terminating to Mid-Missouri. We may want to consider if the traffic volumes to these companies justify departure from the administrative simplicity of a tariff.
- c. Northeast and Chariton Valley have the largest volumes of US Cellular traffic reported as terminating over the SBC trunks. Neither Northeast nor Chariton Valley has a wireless termination tariff.

Attachment B

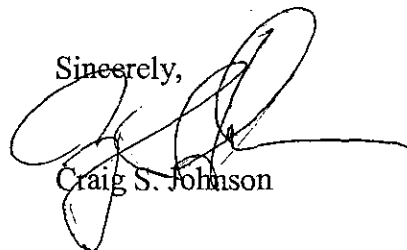
Jim Naumann
December 1, 2004
Page 2

- d. Chariton Valley has a CLEC affiliate, Chariton Valley Telecom Corporation, doing business in Macon, Missouri and presumably receiving US Cellular traffic. Please advise if you want CV Telecom included in these negotiations.
- e. As I believe you know, the MITG companies have recently negotiated and had approved Traffic Termination Agreements with Cingular and Sprint PCS. Except for the traffic factors and unpaid compensation for past terminating traffic, we would be willing to consider the same agreements for US Cellular. Modifications may also be necessary to accommodate recent changes in SBC's billing record provisioning. Please advise and I can send you these agreements.
- f. With respect to negotiating resolution of the unpaid compensation for past terminating traffic, please be advised I cannot release to US Cellular the Cingular and Sprint PCS payment interactions without the consent of Cingular and Sprint PCS, a subpoena or an Order.
- g. I would suggest utilizing a specific date to which traffic volumes could be updated, negotiating based upon those traffic volumes, and agreeing that the result of the negotiations would be applied, after agreements are approved, to all traffic terminating after that specific date.

I would appreciate being advised of your thoughts with respect to items (a) through (g) above as soon as possible. Knowing this will facilitate the companies' selection of negotiation representatives.

If I can provide other information at this stage, please let me know.

Sincerely,



Craig S. Johnson

cc: Oral Glasco
Jim Simon
Denise Day
Ray Ford

TRAFFIC TERMINATION AGREEMENT

This Agreement for the termination of traffic between (Alma Communications Company
d/b/a Alma Telephone Company, an Incumbent Local Exchange Carrier/Chariton Valley
Telephone Corporation/Choctaw Telephone Company/Mid-Missouri Telephone
Company/MoKan Dial Inc./Northeast Missouri Rural Telephone Company) (ILEC) certificated
to provide local exchange services in the State of Missouri, and United States Cellular
Corporation on behalf of its affiliates licensed by the FCC to provide commercial mobile radio
service, with its headquarters at 8410 W. Bryn Mawr Street, Ste. 700, Chicago, IL 60631
(collectively, "US CELLULAR"), effective upon the day of , 2005
("Effective Date"). This Agreement has been executed pursuant to Section 251(b)(5) of the
Telecommunications Act of 1996. (ILEC and US Cellular are also sometimes referred to herein
as "Party" or, collectively, "Parties.")

ILEC is a local exchange carrier operating in Missouri. US CELLULAR is a commercial
mobile radio service carrier operating in Missouri. US CELLULAR terminates traffic originated
by its end user customers and terminating to ILEC through the facilities of another local
exchange carrier in Missouri. ILEC may in the future elect to terminate traffic originated by its
end user customers and terminating to US CELLULAR through the facilities of another local
exchange carrier in Missouri. US CELLULAR and ILEC recognize their responsibilities to
compensate the other pursuant to Section 4 of this Agreement for termination of the traffic
originated by and under the responsibility of each Party, and which terminates to the other Party
through the facilities of another local exchange carrier in Missouri.

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, and under the responsibility of, one of the Parties and terminated to the other Party without the direct interconnection of the Parties' networks, ~~and which terminates to the other Party through the facilities of another local exchange carrier in Missouri.~~ "Traffic originated by and under the responsibility of a Party" means traffic that is originated by a Party pursuant to that Party's rate schedules, tariffs, or contract with the end-user customer. ~~This Agreement does not cover traffic for which the originating party has contracted with an Interexchange Carrier ("IXC") to assume responsibility for terminating the traffic, or traffic originated by an IXC pursuant to the IXC's rate schedules, tariffs, end-users contracts, or presubscription rules.~~ 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 "FCC" - Federal Communications Commission.

2.5 "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.

2.6 "Local Traffic" - Local Traffic under this Agreement is traffic between ILEC and US CELLULAR that, at the beginning of the call, originates and terminates within the same Major Trading Area. 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 US CELLULAR, 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 US CELLULAR 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 or tariff 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 network(s) of any such third-party LEC(s), and for paying such third-party LEC(s) for the costs of transiting calls that the Party originates.

SECTION 4 - COMPENSATION

4.1 Compensation for traffic originated by, and under the responsibility of, 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 local termination rate established in Appendix 1.

4.1.2 Non-local Intrastate Traffic - Non-local Traffic (as defined in Section 2 of this Agreement) originated by US CELLULAR 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 1. Compensation for Non-local Intrastate Traffic originated by, and under the responsibility of, ILEC and terminating to US CELLULAR, if any, shall be based on the rate for termination of non-local intrastate traffic identified in Appendix 1.

4.1.3 Non-local Interstate Traffic - Non-local Traffic (as defined in Section 2 of this Agreement) originated by US CELLULAR and terminating to ILEC within different States will be compensated based upon the rate for termination of non-local interstate traffic identified in Appendix 1. Compensation for Non-local Interstate Traffic originated by, and under the responsibility of, ILEC and terminating to US CELLULAR, if any, shall be based on the rate for termination of non-local interstate traffic identified in Appendix 1.

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 US CELLULAR 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.

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 then available including, but not limited to, records of terminating traffic created by the Party at its end office or tandem switch. The parties agree that CTUSRs provided by SBC previously reported volumes of traffic originated by US Cellular 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 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 If either Party provides to the other a valid traffic study, or a valid study of traffic by 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.

USC to propose language for landline to mobile EXC carried traffic billing records.

5.2.1 For purposes of this Agreement, a "valid traffic study" may be based upon, but not necessarily limited to, calling and called party information (e.g, originating and terminating NPA, NXX, minutes of use, available detail, if any, identifying location of US CELLULAR calling or called customer, or available detail, if any, identifying the location of the cell tower serving US CELLULAR calling or called customers, etc.) which, for at least three consecutive billing periods, indicates an amount of interMTA traffic that is at least one and one-half (1 ½) percentage points greater or lesser than the interMTA percentage amount to which the Parties previously agreed. 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. 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.

USC to propose its language for studies of landline to mobile IXC carried traffic

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 bill receipt date. 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 ninety 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 ninety days. In no case, however, will billing be made for traffic that terminated to the billing party more than two years prior to the billing date.

5.4 At the same time that the Parties execute this Agreement, they are entering into a confidential agreement to settle all claims related to traffic exchanged between the Parties prior to the effective date of this Agreement. Each Party represents that this settlement agreement completely and finally resolves all such past claims.

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

5.6 If the traffic split reaches 60% / 40% in either direction, the Parties agree to go to "bill and keep." (MITG companies would agree that if both parties send traffic to the other pursuant to the terms of this Agreement, the parties will then agree to a simultaneous exchange of traffic information, a netting of the traffic, with a billing by the party who is due payment after netting.)

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). The Requesting party shall pay all reasonable costs for the use of the Audited Party's facilities.

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 (1) percent 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. In no case, however, will any adjustments, credits or payments be made for errors or omissions that occurred more than two (2) years prior to the audit request date.

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 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 settlement

discussions and 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 (or sooner if the parties agree that a voluntary resolution will not occur) after the initial written request, the dispute may be brought in any lawful forum, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction for resolution 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 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, within thirty (30) days of its receipt of the invoice containing such disputed amount, 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. If the dispute is resolved in favor of the billed Party, the billed Party will be credited by the Billing Party with interest on any disputed amounts as have been paid by the billed Party at the rate of one percent (1%) per month, from the date the Billing Party received payment up to and including the date of refund. 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 years after 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 The Parties recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other party. If a Party is

obligated to produce, divulge, or otherwise disclose the other Party's confidential information as the result of an order or subpoena issued by a court or other tribunal of competent jurisdiction, then the Party to which such demand is being made shall notify the other Party as soon as possible of the existence of such demand, and shall provide all necessary and appropriate assistance as the Party whose information is sought to be disclosed may reasonably request in order to preserve the confidential nature of the information sought.

SECTION 9 - LIABILITY AND INDEMNIFICATION

9.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its affiliates, agents, subcontractors, or other persons retained by such parties. The services of another local exchange carrier in transiting traffic and providing call records for traffic that is the subject of this agreement, shall not be considered the act of an agent or subcontractor. No Party shall be liable for any act or omission of another telecommunications carrier (other than an affiliate) providing a portion of a service. Furthermore, the Parties agree to arrange their own interconnection arrangements with other telecommunication 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 Apportionment of Fault. In the case of any loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the loss and resulting expense caused by its negligence or misconduct or the

negligence or misconduct of such Party's affiliates, agents, contractors or other persons acting in concert with it.

9.3 Limitation of Damages. In no event will either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing will not limit (i) a Party's obligation under this Section to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including reasonable attorneys' fees) and Consequential Damages of such third person, or (ii) a Party's liability to the other for willful or intentional misconduct.

9.4 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.

9.5 General Indemnity Rights. Each Party (the "Indemnifying Party") will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

a). Any loss to a third person arising out of the gross negligence or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract;

b). Any claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers;

c) Any claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or using the Indemnified Party's services or facilitates in connection with, facilities of the Indemnifying Party; and

d) Any loss arising from such Indemnifying Party's failure to comply with applicable law, including the Act or applicable FCC or Commission rule.

9.6 Indemnification Procedures. Whenever a claim for indemnification arises under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim or loss. The Indemnifying Party will have the right to defend against

such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such claim or loss and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such claim or loss, the Indemnified Party will defend such claim or loss, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim or loss. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any claims or losses for which it has given notice of acceptance of the duty to defend, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim or loss requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified claim or loss as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to

cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim or loss, and the relevant records of each Party will be available to the other Party with respect to any such defense.

SECTION 10 - TERM OF AGREEMENT

10.1 This Agreement shall commence on the Effective Date, and shall terminate two years after the Effective Date. This Agreement shall renew automatically for successive one-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 ninety (90) days written notice of the desire not to renew; or (2) to negotiate a subsequent agreement by giving the other Party at least ninety (90) 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, or one hundred eighty (180) days beyond the termination date of the current Agreement, whichever is less.

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 - REGULATORY APPROVAL

14.1 The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, 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 or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). 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.

SECTION 15 - ENTIRE AGREEMENT

15.1 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 16 - NOTICE

16.1 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 US CELLULAR to:

Jim Naumann
United States Cellular Corporation
8410 W. Bryn Mawr Street, Ste. 700
Chicago, IL 60631
Telephone Number: 773-399-7070
Facsimile Number: 773-399-

With a copy to:

Stephen P. Fitzell, Esquire
c/o Sidley Austin Brown & Wood LLP
Bank One Plaza
10 S. Dearborn Street
Chicago, IL 60603

In the case of ILEC:

(Alma Communications Company d/b/a Alma Telephone Company, an Incumbent Local Exchange Carrier/Chariton Valley Telephone Corporation/Choctaw Telephone Company/Mid-Missouri Telephone Company/MoKan Dial Inc./Northeast Missouri Rural Telephone Company)/Address

Craig S. Johnson
Andereck Evans Milne Peace & Johnson, LLC
P.O. Box 1438
Jefferson City, Missouri 65102

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.

SECTION 17 - FORCE MAJEURE

17.1 Neither Party shall be 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 including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event").

17.2 If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so

interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this Section: (i) by the acts or omission of a Party's subcontractors, material, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g., disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

17.3 Notwithstanding anything herein to the contrary, if any delay or non-performance described herein exceeds thirty (30) calendar days, the Party owed such performance will have the right (but not the obligation) to terminate this Agreement without penalty or liability, other than amounts owed as of the date of termination. Such termination must be in writing.

SECTION 18 - TAXES

18.1 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 notifies the billing Party and provides appropriate documentation that the billed Party qualifies for a full or partial exemption.

SECTION 19 - ASSIGNMENT

19.1 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, to any entity that controls, is controlled by or is under the common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and/or obligations of the Parties under the terms of this Agreement.

SECTION 20 - TERMINATION OF SERVICE TO EITHER PARTY

20.1 Failure of either Party to pay undisputed charges shall be grounds for termination of this Agreement. If either Party fails to pay when due any undisputed charges billed to them 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 will notify the billed Party in writing that in order to avoid having service disconnected, the billed Party must remit all Undisputed Unpaid Charges to the Billing Party within thirty (30) days after receipt of said notice (the "Termination Notice"). Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 7 of this Agreement.

20.2 Either Party may discontinue service to the other Party upon failure to pay Undisputed Unpaid Charges as provided in Section 20.1, and will have no liability to the non-paying Party in the event of such disconnection. Provided, however, the Billing Party will not discontinue any service or terminate this Agreement for the non-paying Party's failure to pay Undisputed Unpaid Charges if the non-paying Party pays such Undisputed Unpaid Charges within sixty (60) days of its receipt of the Termination Notice. To the extent necessary, either party may request the assistance of a third-party LEC in order to effectuate disconnection.

20.3 After disconnect procedures have begun, the Billing Party will not accept service orders from the non-paying Party until all Undisputed Unpaid Charges are paid in full, in immediately available funds. The Billing Party will have the right to require a deposit equal to one month's charges (based on the highest previous month of service from the Billing Party) prior to resuming service to the non-paying Party after disconnection for nonpayment.

SECTION 21 - MISCELLANEOUS

21.1 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.

21.2 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, either Party may terminate this Agreement or the dispute may be referred to the Dispute Resolution procedure set forth in Section 7 of this agreement.

This Agreement is executed this ____ day of _____, 2005.

Signatures:

(Alma Communications Company
d/b/a Alma Telephone Company)
/Chariton Valley Telephone Corporation

Choctaw Telephone Company
Mid-Missouri Telephone Company
MoKan Dial Inc.
Northeast Missouri Rural
Telephone Company)
Address

United States Cellular Corporation
8410 W. Bryn Mawr Street, Ste. 700
Chicago, IL 60631

APPENDIX 1

Pursuant to Section 4.1:

Rates for termination of Local Traffic via an indirect interconnection:

Local Termination Rate \$0.035 per minute all companies except MoKan and Choctaw at \$0.025 (MITG Proposed)

\$0.02 per minute (USC Proposed)

[USCC – to be discussed]

Rates for termination of Non-Local Interstate Traffic shall be taken from ILEC's access tariff for interstate intraLATA traffic

Rates for termination of Non-Local Intrastate Traffic shall be taken from ILEC's access tariff for intrastate intraLATA traffic

APPENDIX 2

Pursuant to Section 4.2:

 of traffic shall be deemed to be Local (interMTA factor)

	<u>USC Proposed</u>	<u>MITG Proposed</u>
Alma	40%	Agreed
MoKan	40%	Agreed
Mid-Mo	40%	74%
Choctaw	4%	Agreed
Northeast	4%	22.5
Chariton Valley	4%	26.0

Of the traffic not deemed local, division of interMTA access traffic between terminating interstate intraLATA access and intrastate intraLATA access:

	<u>USC Proposed</u>	<u>MITG Proposed</u>
Alma	50/50	20/80
MoKan	50/50	20/80
Mid-Mo	50/50	20/80
Choctaw	50/50	20/80
Northeast	50/50	20/80
Chariton Valley	50/50	20/80