

TRAFFIC TERMINATION AGREEMENT

This Agreement for the termination of traffic between New Florence 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.

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.

