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June 10, 2002

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

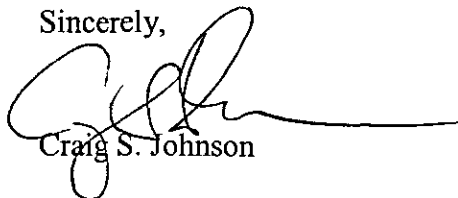
Re: Request for approval of the Interconnection Agreement

Dear Secretary:

Enclosed please find an original and eight copies of the Joint Request for Approval of Interconnection Agreement submitted by Chariton Valley Telephone Corporation and Missouri RSA No. 5 Partnership d/b/a Chariton Valley Wireless. The referenced Interconnection Agreement is attached hereto. A copy of this letter and a copy of the enclosure have been served upon General Counsel and also Public Counsel.

Thank you for seeing this filed.

Sincerely,



Craig S. Johnson

CSJ/mo

Enc.

cc: Danial Joyce
Michael Dandino
William Biere
Robert Warren

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Trenton, Missouri 64683
660-359-2244

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P.O. Box 4929
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Smithville, Missouri 64089
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**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

**Request for Approval of Interconnection)
Agreement Between Chariton Valley)
Telephone Corporation and Missouri)
RSA No. 5 Partnership d/b/a Chariton)
Valley Wireless pursuant to Section)
252(e) of the Telecommunications Act)
of 1996.)**

Case No. _____

**REQUEST FOR APPROVAL OF INTERCONNECTION AGREEMENT
BETWEEN CHARITON VALLEY TELEPHONE CORPORATION AND
MISSOURI RSA NO. 5 PARTNERSHIP d/b/a CHARITON VALLEY WIRELESS**

COME NOW Chariton Valley Telephone Corporation (Chariton Valley) and Missouri RSA No. 5 Partnership d/b/a Chariton Valley Wireless (Chariton Valley Wireless), Joint Applicants, and hereby file this Request for Approval of an Interconnection Agreement between Joint Applicants pursuant to Section 252(e) of the Telecommunications Act of 1996. In support of this Request, Applicants state the following:

1. Chariton Valley is a Missouri corporation operating as an incumbent local exchange company in Missouri.
2. Chariton Valley Wireless is a Missouri partnership providing commercial mobile radio service pursuant to FCC license, and operating in Missouri.
3. On May 22, 2002, after good faith negotiations, Chariton Valley and Chariton Valley Wireless executed an Agreement for Interconnection and Reciprocal

Compensation over an interconnection within the state of Missouri. The Agreement is attached hereto and incorporated by reference as Attachment A.

4. Pursuant to Section 252(e)(1) of the Act, applicants hereby submit this Agreement for approval by the Commission.

5. The Agreement complies fully with Section 252(e) of the Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier not a party thereto.

6. Approval and implementation of the Agreement complies fully with both Missouri law and Section 252(e) of the Act, effectuates the bilateral agreement between Applicants, and for which reasons Applicants request that the Commission approve such agreement without change, suspension, or delay.

7. Correspondence, orders, and decisions in this matter should be addressed to:

Robert Warren
Assistant General Mgr.
Chariton Valley Wireless
1125 N. Morley
Moberly, Missouri 65270

William Biere
General Manager
Chariton Valley Telephone Corp.
606 Oak Street
Bucklin, Missouri 64631

Craig S. Johnson
Andereck, Evans, Milne, Peace & Johnson, LLC
700 East Capitol
P.O. Box 1438
Jefferson City, MO 65102
Telephone: 573-634-3422
Facsimile: 573-634-7822
E-mail: cjohnson@aempj.com

PEACE & JOHNSON, L.L.C.

By

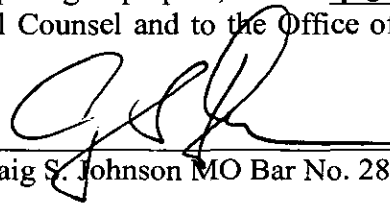


Craig S. Johnson MO Bar No. 28179
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Email: CJohnson@AEMPB.com

ATTORNEYS FOR CV and CVW

CERTIFICATE OF SERVICE

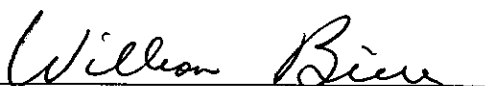
The undersigned does hereby certify that a true and accurate copy of the foregoing was mailed, via U.S. Mail, postage prepaid, this 10 day of June, 2002, to Staff General Counsel and to the Office of the Public Council.



Craig S. Johnson MO Bar No. 28179

VERIFICATION

I, William Biere, General Manager of Chariton Valley Telephone Corp., hereby swear and affirm that I am authorized to speak on behalf of Applicant Chariton Valley Telephone Corp., and attest to the veracity of the statements contained in this application.



William Biere

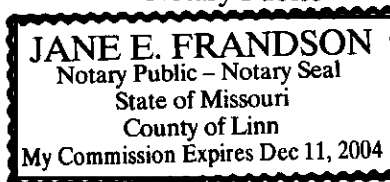
STATE OF MISSOURI)
) ss
COUNTY OF COLE)

I, Jane E. Frandson, a Notary Public do hereby certify that on this 6th day of June, 2002, personally appeared before me William Biere who declared that the information contained herein above is true, to the best of his knowledge and belief.




My Commission Expires: 12-11-2004


Notary Public



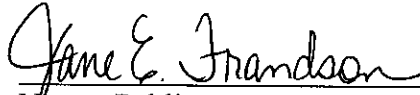
VERIFICATION

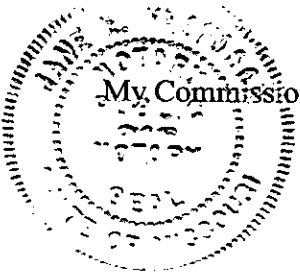
I, Robert Warren, Assistant General Manager of Chariton Valley Wireless, hereby swear and affirm that I am authorized to speak on behalf of Applicant Chariton Valley Wireless., and attest to the veracity of the statements contained in this application.


Robert Warren

STATE OF MISSOURI)
) ss
COUNTY OF COLE)

I, Jane Frandson, a Notary Public do hereby certify that on this 7th day of June, 2002, personally appeared before me Robert Warren who declared that the information contained herein above is true, to the best of his knowledge and belief.


Notary Public



My Commission Expires: 12-11-2004



AGREEMENT FOR INTERCONNECTION AND RECIPROCAL COMPENSATION

This Agreement is entered into this 22nd day of May 2002, by and between Chariton Valley Telephone Corporation, a Missouri corporation, ("TELCO") and Missouri RSA No. 5 Partnership d/b/a Chariton Valley Wireless, ("Carrier") (collectively, the "Parties").

WHEREAS, TELCO is a Local Exchange Carrier in the State of Missouri;

WHEREAS, Carrier is a Commercial Mobile Radio Service provider operating within the state of Missouri;

WHEREAS, the Parties desire to enter into an agreement for the direct interconnection of their networks and reciprocal compensation for the termination of Local Traffic (as defined below) between their respective networks pursuant to the Telecommunications Act of 1996 (the "Act"), and other applicable state laws;

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

Definitions of the terms used in this Agreement are listed below. The Parties agree that certain terms may be defined elsewhere in this Agreement, as well. Terms not defined shall be construed in accordance with their customary meaning in the telecommunications industry as of the effective date of this Agreement.

"Access Tandem" means a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, other tandems and Third Party Providers.

"Act" means the Communications Act of 1934 (47 U.S.C. Section 151 et. seq.), as amended by the Telecommunications Act of 1996, as may be subsequently amended or, as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

"Carrier" has the meaning set forth in the preamble.

"Commercial Mobile Radio Service" or "CMRS" has the meaning given to the term in the Act.

"Commission" or "PUC" or "PSC" means the state administrative agency to which the United State Congress or state legislature has delegated authority to regulate the operations of Local Exchange Carriers ("LECs") as defined in the Act.

"Customer" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement, and includes the term "End User". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"End User" means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement and includes the term "Customer". More specific meanings of either of such terms are dependent upon the context in which they appear in the Agreement and the provisions of the Act.

"Interconnection" has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.

"InterLATA" has the meaning given the term in the Act.

"InterMTA Traffic" means all calls which originate in one MTA and terminate in another MTA.

"IntraLATA Toll Traffic" means all IntraLATA calls other than Local Traffic.

"Local Access and Transport Area" or "LATA" has the meaning given to the term in the Act.

"Local Exchange Carrier" or "LEC" has the meaning given to the term in the Act.

"Major Trading Area" or "MTA" has the meaning given to the term in 47 CFR Section 24.202(A).

"NXX", "NXX Code", "Central Office Code", or "CO Code" is a 3-digit switch indicator that is defined by the D, E, and F digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 telephone numbers.

"Party" means either TELCO or Carrier, and "Parties" means TELCO and Carrier.

"Reciprocal Compensation" means the arrangement between the parties in which each of the parties receives compensation from the other party for the transport and termination on each party's network of Local Traffic that originates on the network of the other party.

"Service Area" means the geographic area (e.g., Major Trading Area, Basic Trading Area, Metropolitan Service Area, Geographic Service Area, Rural Service Area), served by the cellular system within which Carrier is licensed to provide service.

“Termination” means the switching of Local Traffic at the terminating carrier’s end office switch, or equivalent facility, and delivery of such traffic to the called party.

“Transport” means the transmission (not including tandem switching) of Local Traffic subject to Section 251 (b)(5) of the Act from the interconnection point between two carriers to the terminating carrier’s end office switch that directly services the called party, or equivalent facility provided by Third Party Provider.

2. INTERCONNECTION

This section 2 describes the network architecture with which the Parties to this Agreement may directly interconnect their respective networks for the transmission and routing of Telephone Exchange Service and Exchange Access as required by Section 251 (c)(2) of the Act. This agreement anticipates that the parties will directly connect their facilities without transiting a third party switch, and the interconnection point for the exchange of traffic pursuant to this Agreement shall be Telco’s access tandem switch located in Huntsville, Missouri. Both parties agree to exchange only traffic their respective end users originate, and no traffic originated by an end user of any carrier not party to this agreement will be exchanged over the interconnection subject to this Agreement, and separate facilities and intercompany compensation terms will be necessary for any such traffic prior to its delivery by either party to the other.

2.1 Technical Requirements and Standards

2.1.1 Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself. Either Party may request, and the other Party will provide, to the extent technically feasible, services that are superior or lesser in quality than the providing Party provides to itself, provided, however, that such services shall be considered Special Requests.

2.2.2 Nothing in this Agreement will limit either Party’s ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice, as far in advance as possible, of any such modifications to its network which will materially impact the other Party’s service.

3. TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE PURSUANT TO SECTION 251(C)(2)

This section 3 provides the terms and conditions for the determination of qualifying traffic exchanged between the Parties’ respective networks for the transport and termination of such traffic.

3.1 Basic Terms

Mobile to Land Traffic: Carrier shall be responsible for the delivery of originating traffic from its network to the appropriate point of interconnection on its network for the transport and termination of such traffic by TELCO to a TELCO end user. This term includes only traffic originated by Carrier for purposes of this Agreement.

Land to Mobile Traffic: TELCO shall be responsible for the delivery of such traffic from its network to the Carrier for the transport and termination of such traffic by Carrier to a Carrier end user and for the termination of such traffic. This term includes only traffic originated by Telco for purposes of this Agreement.

The parties have determined that the amount of Carrier's Mobile to Land Traffic, whether interstate, intrastate, interMTA, or intraMTA, in comparison to the amount of Telco's Land to Mobile Traffic, whether interstate, intrastate, interLATA, intraLATA, interMTA, or intraMTA, is balanced to the extent justifying the reciprocal compensation rate for all traffic exchanged pursuant to this agreement. All traffic shall be exchanged at the rate called for in this Agreement. In the event either party determines that traffic balances change sufficiently to justify termination or modification of this Agreement, the provisions of this Agreement with respect to termination or modification shall apply.

3.2 Calling Scopes

Telco end-user Land to Mobile calls from Telco's NXXs to Carrier end-user NXXs shall be included within the ambit of traffic covered by this agreement, whether Carrier's customers receiving such calls are located within Carrier's mobile service areas or are roaming outside Carrier's mobile service area at the time the call is received.

Carrier end-user Mobile to Land calls from Carrier's NXXs to Telco end-user NXXs shall be included within the ambit of traffic covered by this Agreement only if, at the time the call is initiated, the Carrier end-user is not roaming outside of Carrier's mobile service area.

Both parties shall make the necessary system and facility changes to allow traffic qualifying for the calling scopes subject of this Agreement to be dialed on a local, seven digit basis, without dialing a "1+".

3.3 Reciprocal Compensation

3.3.1 Rates

For each minute of use of traffic subject to this Agreement, the applicable rate shall be \$ 0.0707 per minute of use, as determined by Carrier Connect Time.

The Parties shall provide each other Reciprocal Compensation for the transport and termination of traffic subject of this Agreement at this rate per minute of traffic, regardless of whether Telco or Carrier end users originate the traffic.

- 3.3.3 Telco shall measure all traffic subject to this Agreement.
- 3.3.4 The parties shall utilize the same monthly billing cycle, and each month Telco shall compare the total amount of traffic originated by Carrier with the total amount originated by Telco, determine the net balance of traffic for that month, and, if the amount of traffic originated by Carrier exceeds the amount originated by Telco, bill Carrier for the difference at the above rate per minute of difference. In the event the amount of traffic originated by Telco exceeds the amount of traffic originated by Carrier, Telco shall pay Carrier for the difference at the above rate per minute of difference.
- 3.3.5 When the amount of traffic originated by Carrier exceeds the amount originated by Telco, Telco will bill Carrier and such bill will become due and payable and paid in immediately available funds within 30 days of its issuance.
- 3.3.6 When the amount of traffic originated by Telco exceeds the amount of traffic originated by Carrier, Telco shall pay Carrier within 30 days of this determination in immediately available funds.
- 3.3.7 Each month Telco will provide Carrier with a report and/or invoice setting forth the total usage originated by Telco, the total usage originated by Carrier, the difference in usage, the application of the rate to the difference, the amount due, and to which Party said amount is due.
- 3.3.8 Late Charges

Invoices or payments due will be considered past due thirty (30) days after its issuance date as set forth above.

If the amount billed or due, exclusive of any amount disputed, is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance first. The late payment charge will be the lesser of:

The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or

1.5%, compounded monthly and applied for each month or portion thereof that an outstanding balance remains.

3.4 Other compensation

Each carrier will provide its trunking facilities necessary to accommodate the traffic subject to this agreement to the interconnection point at Telco's access tandem at its own expense.

7. NETWORK MAINTENANCE AND MANAGEMENT

The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability, subject to the confidentiality provisions herein.

7.1 Network Management Controls

Each Party shall provide a contact number for network traffic management issues to the other's surveillance management center. A FAX number must also be provided to facilitate notifications for planned mass calling events. Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time. Carrier's use of any TELCO facilities, or of its own equipment or that of a third party in conjunction with any TELCO facilities, shall not materially interfere with or impair service over any facilities of TELCO, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carrier over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, TELCO may discontinue or refuse service if Carrier violates this provision, provided that such termination of service will be limited to Carrier's use of a particular facility, where appropriate.

8. LIABILITY AND INDEMNIFICATION

8.1 With respect to any claim or suit for damages arising out of mistakes, omissions, defect in transmissions, interruptions, failures, delays or errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount

equivalent to the proportionate charge to the other Party for the period of that particular service during which such mistake, omissions, defect in transmissions, interruption, failures, delay or error occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused or contributed to by the negligence or willful act of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the Party furnishing service.

8.2 NEITHER TELCO NOR CARRIER SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT TELCO'S OR CARRIER'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE) OR (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT PROXIMATELY CAUSED BY TELCO'S OR CARRIER'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES. NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED HEREIN.

8.3 Each Party shall be indemnified and held harmless by the other Party against claims and damages by third parties arising from (i) any act or omission of the indemnifying Party in connection with its performance or non-performance under this Agreement; (ii) actual alleged infringement by the indemnifying Party of any patent, trademark, copyright, service mark, trade name, trade secret or intellectual property right (now known or later developed); and (iii) provision of the indemnifying Party's services or equipment, including but not limited to claims arising from the provision of the indemnifying Party's services to its end users (e.g., claims for interruption of service, quality of service or billing disputes). Each Party shall also be indemnified and held harmless by the other Party against claims and damages of persons furnished by the indemnifying Party or by any of its subcontractors, under worker's compensation laws or similar statutes.

8.4 The Parties agree to release, defend, indemnify, and hold harmless the other Party from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by the other Party's employees and equipment associated with the provision of any service herein. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with any services herein.

8.5 When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.

9. CONFIDENTIALITY AND PROPRIETARY INFORMATION

For the purposes of this Agreement, confidential information ("Confidential Information") means confidential or proprietary technical or business information given by one Party (the "Discloser") to the other (the "Recipient"). All information which is disclosed by one Party to the other in connection with this Agreement, during negotiations and the term of this Agreement will automatically be deemed proprietary to the Discloser and subject to this Section 11, unless otherwise confirmed in writing by the Discloser. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than its employees, attorneys, and consultants, having a need to know for the purpose of performing under this Agreement, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third-party agent or consultant, such disclosure must be agreed to in writing by the Discloser, and the third-party agent or consultant must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this section.

The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.

The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for obligations under this Agreement; the Recipient shall certify destruction by written letter to the Discloser. If either Party loses or makes an unauthorized

disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use its best efforts to retrieve the lost or wrongfully disclosed information.

The Recipient shall have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration or approval of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake all lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or regulatory body or a court.

The Parties recognize that an individual end user may simultaneously seek to become or be a customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser.

Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.

No license is hereby granted under any patent, trademark, or copyright, nor is any such license implied solely by virtue of the disclosure of any Confidential Information.

Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement, but will be in addition to all other remedies available at law or in equity.

11. DISPUTE RESOLUTION

11.1 Finality of Disputes

No claims shall be brought for disputes arising from this Agreement more than twenty-four (24) months from the date of occurrence which gives rise to the dispute, or beyond the applicable statute of limitations, whichever is shorter.

11.2 Alternative to Litigation

The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy or claim of \$1,000 or more, arising out of or relating to this Agreement or its breach.

Resolution of Disputes between Parties to the Agreement

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement are exempt from discovery and production and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

Arbitration

If the negotiations do not resolve the dispute within sixty (60) days of the initial written request, the dispute shall be submitted to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association before a single arbitrator selected by Telco.

The arbitration shall be held in a mutually agreed upon location in Bucklin, Missouri. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five (5) days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. 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. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party for the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

12. MISCELLANEOUS PROVISIONS

12.1 Effective Date

The Parties shall effectuate all the terms of this Agreement upon final approval of this Agreement by the relevant state Commission when it has determined that this Agreement is in compliance with Section 252 of the Act (the "Effective Date").

12.2 Term and Termination

TELCO and Carrier agree to interconnect pursuant to the terms defined in this Agreement for a term of one year from the Effective Date of this Agreement, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be provided at least sixty (60) days in advance of the date of termination; provided, however, that no such termination shall be effective prior to the date one year from the Effective Date of this Agreement. By mutual agreement, TELCO and Carrier may amend this Agreement in writing to modify its terms.

Either Party may terminate this Agreement upon thirty (30) days written notice of a material breach of this Agreement by the other Party to this Agreement, which material breach remains uncured for the thirty (30) day period after written notice of the material breach by the non-breaching Party to the breaching Party.

12.3 Binding Effect

This Agreement will be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

12.4 Assignment

Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld; provided that either Party may

assign its rights and delegate its benefits, and delegate its duties and obligations under this Agreement without the consent of the other Party to a 100 percent owned affiliate of the assigning Party. Nothing in this section is intended to impair the right of either Party to utilize subcontractors.

12.5 Third Party Beneficiaries

This Agreement shall not provide any non-party with any remedy, claim, cause of action or other right.

12.6 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, acts of God, war, terrorism, revolution, civil commotion, or acts of public enemies; and law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable commercial efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

12.7 Disclaimer of Warranties

THE PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, THE PARTIES ASSUME NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

12.8 Survival of Obligations

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of Party under the provisions regarding indemnification, Confidential Information, limitations on

liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, will survive cancellation or termination thereof.

12.9 Waiver

The failure of either Party to enforce or insist that the other Party comply with the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms or conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but this Agreement shall be and remain at all times in full force and effect.

12.10 Trademarks and Trade Names

Nothing in this Agreement will grant, suggest or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever, absent written consent of the other Party.

12.11 Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. Purchasing Party may be exempted from certain taxes if purchasing Party provides proper documentation (e.g., reseller certificate) from the appropriate taxing authority.

12.12 Relationship of the Parties

This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

12.13 Services

Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

12.14 Notices

In an event any notices are required to be sent under the terms of this Agreement, they shall be sent by registered mail, return receipt requested to:

To TELCO:

To Carrier:

12.15 Expenses

Each Party will be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

12.16 Headings

The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

12.17 Governing Law

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties will be governed by the laws of the State of Missouri, except insofar as federal law may control any aspect of the Agreement, in which case federal law will govern. The Parties submit to personal jurisdiction in Linn County, Missouri and waive any and all obligations to such venue.

12.18 Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which will together constitute but one and the same document.

12.19 Complete Terms

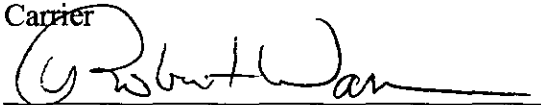
This Agreement together with its appendices and exhibits constitutes the entire agreement between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties. Appendices and exhibits referred to herein are deemed attached hereto and incorporated by reference. Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing signed by an authorized representative of the Party sought to be bound. The Parties acknowledge that execution of this Agreement does not limit further action by either Party to pursue

any claims or requests for interpretation of requirements relating to reciprocal compensation.

If this Agreement is acceptable to Carrier and TELCO, both Parties will sign in the space provided below. This Agreement shall not bind Carrier and TELCO until executed by both Parties.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.

Carrier

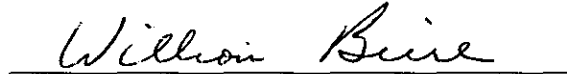


Sign: Robert Warren

Title: Assistant General Manager

Date: 5-22-02

TELCO:



Sign: William Biere

Title: General Manager

Date: 5-22-02