

LAW OFFICES
BRYDON, SWEARENGEN & ENGLAND

DAVID V.G. BRYDON
JAMES C. SWEARENGEN
WILLIAM R. ENGLAND, III
JOHNNY K. RICHARDSON
GARY W. DUFFY
PAUL A. BOUDREAU
SONDRA B. MORGAN
CHARLES E. SMARR
DEAN L. COOPER

PROFESSIONAL CORPORATION
312 EAST CAPITOL AVENUE
P.O. BOX 456
JEFFERSON CITY, MISSOURI 65102-0456
TELEPHONE (573) 635-7166
FACSIMILE (573) 634-7431
E-MAIL: BRIAN@BRYDONLAW.COM

MARK G. ANDERSON
TIMOTHY T. STEWART
GREGORY C. MITCHELL
RACHEL M. CRAIG
BRIAN T. MCCARTNEY
DALE T. SMITH

OF COUNSEL
RICHARD T. CIOTTONE

August 8, 2000

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

FILED²
AUG 08 2000
Missouri Public
Service Commission

Re: Resale Agreement between TDS Telecom and Universal Telecom

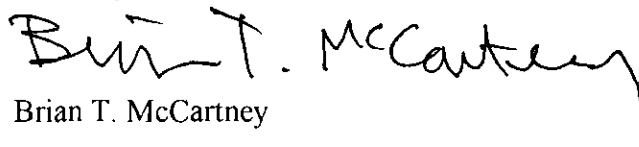
TO-2001-75

Dear Mr. Roberts:

Enclosed for filing with the Commission please find an original and eight (8) copies of TDS Telecommunications Corporation's Application for Approval of a Resale Agreement under the Telecommunications Act of 1996.

Please see that this filing is brought to the attention of the appropriate Commission personnel. If there are any questions regarding this filing, please feel free to give me a call at your convenience. Otherwise, I thank you in advance for your cooperation in this matter.

Sincerely,


Brian T. McCartney

BTM/da

cc: Linda Lowrance
David Wigginton
Michael Dandino
Dan Joyce

FILED²
AUG 08 2000

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

Missouri Public
Service Commission

Application of TDS Telecommunications Corporation)
for Approval of an Interconnection Agreement)
under the Telecommunications Act of 1996)

Case No. TO-2001-75

**APPLICATION OF TDS TELECOM, INC.
FOR APPROVAL OF INTERCONNECTION AGREEMENT
UNDER THE TELECOMMUNICATIONS ACT OF 1996**

COMES NOW TDS Telecommunications Corporation (hereinafter "TDS", "TDS Telecom", or "Applicant"), and hereby files its Application for Approval of Interconnection Agreement between Universal Telecom, Inc. ("Universal") and TDS Telecom under the Telecommunications Act of 1996 ("the Act"). In support of this Application, Applicant states to the Missouri Public Service Commission ("Commission") as follows:

I. INTERCONNECTION AGREEMENT REACHED

Universal is a reseller of telecommunications services. TDS is a local exchange carrier acting through its three subsidiary telephone companies in Missouri: New London Telephone Company, Orchard Farm Telephone Company, and Stoutland Telephone Company.

On June 1, 2000, after good faith negotiations, Universal and TDS executed a retail resale agreement ("the Agreement") for the state of Missouri pursuant to the terms of the Federal Act (*see* Agreement, Attachment I). Pursuant to Section 252(e)(1) of the Act, Applicant hereby submits this Agreement for approval by the Commission. The interconnection agreement complies fully with Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement consists of nine (9)

pages. There are no outstanding issues between TDS and Universal that need the assistance of mediation or arbitration.

II. REQUEST FOR APPROVAL

Applicant seeks the Commission's approval of the Agreement, consistent with the provisions of the Federal Act and Missouri law. Applicant represents that the implementation of this negotiated and executed Agreement complies fully with both Missouri law and Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. Applicant respectfully requests that the Commission grant expeditious approval of this Agreement, without change, suspension or delay in its implementation. This is a bilateral agreement, reached as a result of negotiations and compromise between the parties. Correspondence, orders and decisions in this matter should be addressed to:

Linda Lowrance
TDS Telecom, Inc.
P.O. Box 22995
Knoxville, TN 37933-0995
linda.lowrance@teldta.com

Brian T. McCartney
Brydon, Swearngen & England P.C.
P.O. Box 456
Jefferson City, MO 65102-0456
brian@brydonlaw.com

David Wigginton
Universal Telecom, Inc.
105 E. Adams Street
Bldg. 2, Suite 200
P.O. Box 679
LaGrange, KY 40031

III. COMMISSION AUTHORITY

Under the Federal Telecommunications Act of 1996 ("the Act"), the Commission has the authority to review the terms and conditions of the interconnection of telecommunications carriers' networks within the state of Missouri. The Commission has the authority to grant the relief requested by the Applicant. Specifically, Section 252(a) of the Act provides:

(a) AGREEMENTS ARRIVED AT THROUGH NEGOTIATION

(1) **VOLUNTARY NEGOTIATIONS.** -- Upon receiving a request for interconnection, services, or network elements pursuant to section 251, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251. The agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. The agreement, including any interconnection agreement negotiated before the date of enactment of the Telecommunications Act of 1996, shall be submitted to the State commission under subsection (e) of this section.

III. STANDARD OF REVIEW

Under Section 252 of the Act, the Commission has the authority to approve an interconnection agreement negotiated between an incumbent local exchange company (ILEC) and other telecommunications carriers. The Commission may only reject an interconnection agreement if the agreement is discriminatory to a nonparty or is inconsistent with the public interest, convenience, and necessity. Section 252 of the Act provides as follows:

(e) **APPROVAL BY STATE COMMISSION**

(1) **APPROVAL REQUIRED.**— Any Interconnection Agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted to shall approve or reject the agreement, with written findings as to any deficiencies.

(2) **GROUND FOR REJECTION.**-- The State Commission may only reject --

- (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --
 - (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
 - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; or

The affidavit of Linda Lowrance, Manager – Interconnection for TDS establishes that the Agreement submitted herein satisfies these standards. (Affidavit, Attachment II)

IV. EXEMPTIONS

Section 251(f)(1) of the Act exempts certain rural telephone companies from the additional interconnection requirements contained in Section 251(c). Thus, although all ILECs, as telecommunications carriers, have the duty to interconnect, not all ILECs have to meet the additional interconnection requirements imposed by Section 251(c) of the Act.¹ As a rural carrier, TDS is not required to meet the additional interconnection requirements of

¹ Section 21 of the Agreement states: "This Agreement *does not constitute an interconnection agreement under 47 USC 251(c)*. The parties acknowledge that TDS is entitled to a rural exemption as provided by 47 USC 251(f) and TDS' entry into this Agreement does not waive such exemption." (emphasis added)

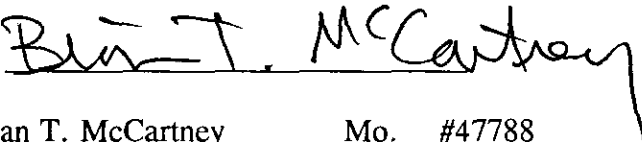
Section 251(c). TDS and Universal sought to highlight in Section 21 of their Agreement that, while they are submitting a Section 251 Interconnection Agreement to this Commission for approval, it is not an interconnection agreement under Section 251(c), and TDS has not waived its Section 251(f)(1) rural exemption.

V. CONCLUSION

For the reasons set forth above, Applicant respectfully requests the Commission to approve the Agreement between TDS Telecom and Universal expeditiously, and for such other orders as are reasonable in the circumstances.

WHEREFORE, Applicants respectfully request the Commission to issue an Order that: (1) approves the voluntarily negotiated interconnection agreement between TDS Telecom and Universal, (2) directs Applicant to file an executed copy of the Agreement with the Commission, and (3) grants such other relief as is reasonable in the circumstances.

TDS Telecom, Inc.

By 

Brian T. McCartney Mo. #47788
BRYDON, SWEARENGEN & ENGLAND P.C.
312 East Capitol Avenue, P.O. Box 456
Jefferson City, MO 65102-0456
brian@brydonlaw.com
(573) 635-7166
(573) 634-7431 (FAX)


VERIFICATION OF APPLICATION

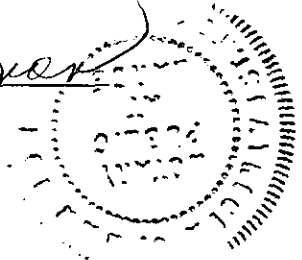
I, Linda Lowrance, Manager – Interconnection for TDS Telecommunications Corporation and pursuant to 4 CSR 240-2.060(1)(M), hereby swear and affirm that I am authorized to speak on behalf of the Applicant TDS Telecommunications Corporation and to attest to the veracity of the statements contained in this application.


Linda Lowrance

State of Tennessee)
County of Knox) SS

I, Cheryl Harmon, a Notary Public do hereby certify that on this 4th day of August, 2000 personally appeared before me Linda Lowrance who declared that all of the information contained herein above is true, to the best of her knowledge and belief.


Notary Public



My Commission expires:

March 10, 2004

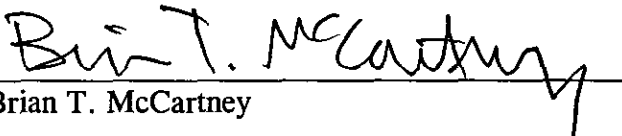
CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was sent by U.S. Mail, postage prepaid, or hand-delivered on this 8th day of August, 2000, to the following parties:

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

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

David Wigginton
Universal Telecom, Inc.
105 E. Adams Street
Bldg. 2, Suite 200
P.O. Box 679
LaGrange, KY 40031


Brian T. McCartney

RETAIL RESELLER AGREEMENT

This Agreement, made of as the 1st day of June, 2000, by and between the telephone company subsidiaries of TDS Telecommunications Corporation identified on Schedule I attached hereto and made a part hereof and referred to collectively as "TDS" and Universal Telecom, Inc, a Kentucky corporation located at 105 East Adams Street, Building 2, Suite 200, LaGrange, Kentucky ("Reseller").

In consideration of the mutual obligations set forth below, the parties agree to the following terms and conditions.

1. **AGREEMENT.** During the term of this Agreement, TDS agrees to provide service to Reseller and Reseller agrees to purchase the local exchange service provided by TDS (the "Service") subject to the terms and conditions of this Agreement and in TDS' general and special tariffs filed with the local state public service commission and Federal Communications Commission as modified from time to time as well as any general and special tariffs of other carriers in which TDS concurs. It is expressly understood and agreed that the Services which are the subject of this Agreement may be provided pursuant to and under the terms and conditions of such tariffs which may be in effect from time to time and supplemented by the terms of this Agreement. In the event of a conflict between the terms of any applicable tariff and this Agreement, the terms of the tariff will control. In the event all or a portion of the currently tariffed Services provided under this Agreement are de-tariffed, the terms and conditions of the tariff on the last effective date shall continue in effect, except in the case of a conflict between any such tariff and this Agreement, in which case this Agreement shall control until such time as the parties can agree to new terms and conditions for the provision of the Services described herein. Any addendum executed by the parties from time to time shall become a part of this Agreement.

2. **COMMENCEMENT AND TERM OF SERVICE.** This Agreement shall become effective upon execution by authorized representatives of TDS and Reseller as of the effective date hereof. The term of this Agreement shall begin on the latter of the requested service date or the day following the date in which TDS notifies Reseller that the Service is ready for use (the "Service Commencement Date") and shall continue until the expiration of the applicable term for the Service ordered. At the expiration of the term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however, that the charge for Service during such renewal period shall be at the then current monthly rate charged by TDS for such Service. The Reseller agrees to have its end-user customers provide full and unrestricted access to the premises of Reseller's end-user customers for any installation, maintenance and repair services to be provided by TDS under this Agreement.

3. **PAYMENT.** Reseller agrees to timely pay TDS throughout the term of this Agreement the Service charges together with installation fees set forth in TDS' local exchange tariff or at the prevailing rate if such Services are non-tariffed. The first monthly Service Charge shall be prorated from the Service Commencement Date through the end of the billing month in which the Service Commencement Date occurs. TDS shall submit monthly invoices to Reseller and payment of all charges thereon shall be due at the address shown on the invoice no later than due date set forth in the invoice. To the extent permitted by law, any amounts not paid by the due date of the invoice date will be subject to a late charge at the maximum lawful rate. Any applicable surcharge, federal, state, local, use, excise or sales tax or similar levy chargeable to or against TDS because of the service provided to Reseller shall be charged to and paid by Reseller in addition to the Service charge and other charges in this Agreement. If payment of a check is returned due to insufficient funds, Reseller will be in immediate default and subject to a return check charge. Reseller agrees to pay all costs, including reasonable attorneys' fees, expended in collecting Service charges. Refunds, credits or adjustments will not be given for any charges which are more than 60 days old.

4. **RESELLER OF SERVICE.** Reseller may resell the Service to the extent permitted by law subject to applicable tariffs and all applicable state and federal rules and regulations. Reseller shall at all times be the customer of record for all Services provided by TDS under this Agreement. TDS shall take orders for Service for

Reseller exclusively from Reseller and Reseller shall be the single point of contact for all Services purchased hereunder. Nothing contained herein shall in any way limit, interfere or restrict with TDS' absolute right and ability to sell, market and provide telecommunications services to any person or entity. All local exchange distribution facilities including, but not limited to, the network interface device on Reseller's customer's premises shall remain the sole property of TDS. Both parties acknowledge that the inside wiring located in the Reseller's customer premises is not the property of TDS and is not the responsibility of TDS. Reseller shall be responsible for the billing of Service to its customers and collecting charges for such service.

5. **SWITCHED ACCESS CHARGES.** Reseller agrees that all originating and terminating access charges associated with Reseller's customers shall be billed by TDS to the appropriate interchange carriers according to applicable state or federal access tariffs and not shared with the Reseller. Reseller further agrees to comply with the requirements prescribed by the Federal Communications Commission, state public service commission and accepted industry practices with respect to the assignment and use of telephone numbers.

6. **LAW ENFORCEMENT.** Reseller shall cooperate fully with TDS and law enforcement agencies with respect to the detection and prevention of crime under applicable state and federal law including subpoenas and court orders. Local exchange service will be disconnected if any law enforcement agency advises TDS that the service is being used in violation of law.

7. **RESTRICTION ON RESALE.** Reseller agrees that the resale of services under this Agreement shall conform to the "cross-class selling" restrictions contained in Paragraph 51.613(a)(1) of Sub-part G of Part 51 of the Code of Federal Regulations. In the event Reseller resells services in violation of applicable cross class selling restrictions, Reseller shall be in default hereunder and TDS shall have the right to terminate this Agreement immediately, or to notify the Reseller and retroactively bill Reseller under the correct class of service rates.

8. **REPAIRS.** Reseller shall be the TDS single point of contact with respect to all repairs for Service on behalf of Reseller's end-user customers. Reseller shall contact the appropriate TDS repair center to report troubles in accordance with procedures published in the applicable TDS telephone directory or as otherwise instructed by TDS. Reseller agrees that all matters associated with inside wiring and premise equipment are the sole responsibility of Reseller or its customer. Any repair services rendered by TDS with respect to the inside wiring or premise equipment shall at be at the sole discretion of TDS and will be at prevailing prices and terms for such services as are in effect from time to time.

9. **SERVICE ORDERS.** Reseller shall provide TDS with an executed copy of a Preferred Local Exchange Carrier Selection Agreement, in the form attached hereto and made a part hereof as Exhibit A, receipt of which will be a condition precedent to acceptance of any service order from Reseller. TDS shall use its standard service order procedures for all service order activity involving connects, disconnects, adds, moves and changes. The Reseller shall be the single point of contact for all service order requests. The Reseller shall provide all service order and directory information required by TDS and shall coordinate installation due dates with the Reseller's customer. TDS shall disconnect service provided under this Agreement upon request of Reseller. Reseller will be subject to any applicable cancellation or termination charges with respect to such service. Reseller shall be solely responsible for all communications with its customers regarding any proposed, pending or implemented disconnection of service. If after disconnection, Reseller desires to reconnect service, TDS shall reconnect service subject to applicable service order charges.

10. **OPERATIONAL SUPPORT SYSTEMS.** Reseller will be solely responsible for billing its end-user customers and for providing such end-user customers with customer service. Reseller shall be solely responsible for any billing statements to its customers and collecting charges for such statements. TDS shall not provide any specialized operational support systems to Reseller for any of the services provided under this Agreement. Reseller shall contact the appropriate TDS business office to order any service provided under this agreement. Reseller agrees to notify TDS as soon as reasonably possible in the event that end-user customer notifies Reseller of problems associated with the Service.

11. **CERTIFICATION.** Reseller warrants that in all jurisdictions in which it provides telecommunication services that require certification, it has obtained the necessary certification from the appropriate governmental authority, and if requested by TDS, agrees to provide proof of such certification acceptable to TDS. In the event Reseller is prohibited, either on a temporary or permanent basis from continuing to conduct its telecommunication operations in a given state, Reseller shall immediately notify TDS within 24 hours of such prohibition.

12. **NETWORK INTEGRITY.** The TDS local exchange tariff, state public service commission rules and regulations, and the Federal Communications Commission rules and regulations provide information on authorized connections to local exchange carrier networks, network interface devices, customer premise wiring, and customer provided telecommunications equipment. Reseller will insure its customers meet the applicable tariff requirements and all state and federal rules and regulations regarding authorized connections to the local exchange network. The characteristics and methods of operation of any circuits, facilities, or equipment of either party connected with the services, facilities or equipment of the other party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other party, its affiliated companies, or its connecting and concurring carriers involved in its service, cause damage to their plant, or violate any applicable law or regulation.

13. **USE OF TDS TELECOM NAME.** Reseller shall not refer to itself as an authorized representative of TDS or TDS TELECOM, or use TDS' or TDS TELECOM logos, trademarks, service marks or any variation thereof in any of its production advertising or other materials. Reseller shall not use TDS' name without the express written approval of TDS.

14. **DISCLAIMER OF WARRANTIES.** TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

15. **LIMITATION ON DAMAGES/CLAIM PERIOD.** TDS SHALL NOT BE LIABLE IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, RESELLER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES AS FOLLOWS: FOR DIRECT DAMAGE TDS' LIABILITY IS LIMITED TO THE AMOUNT PAID BY RESELLER FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. NO ACTION, REGARDLESS OF FORM ARISING OUT OF THE SERVICE OR PERFORMANCE BY TDS UNDER THIS AGREEMENT, MAY BE BROUGHT BY RESELLER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

16. **CANCELLATION.** If Reseller cancels this Agreement or any particular Service provided hereunder prior to expiration of the respective term for such Service, Reseller may be subject to a cancellation charge, where applicable. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing Service or if any material, rate or term contained herein is substantially changed by final order of a court, administrative agency or other body of competent jurisdiction. Each Service designation is deemed a separate Service and cancellation of any single Service shall not affect the other Services ordered by Reseller in this Agreement.

17. **DEFAULT.** An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Reseller does not pay when due any invoice; (b) the Reseller ceases doing business as a going concern; (c) the Reseller makes an assignment for the benefit of its creditors or admits in writing

to its inability to pay its debts as they become due; (d) the Reseller files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under the federal bankruptcy code or any state insolvency law or the Reseller liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Reseller shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement or any applicable tariff or any other agreement between the Reseller and TDS.

18. REMEDIES/TERMINATION OF SERVICE. Upon the occurrence of an Event of Default, TDS may, at its option and without notice or demand and to the extent permitted by law, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due or to become due hereunder or under any other agreement between the Reseller and TDS; (b) terminate or suspend all of its obligations arising under this Agreement including Service, and any other agreement between the Reseller and TDS; (c) require the Reseller at its expense to return any TDS equipment to the nearest TDS service location, fully insured against all risks; (d) enter the premises where any of TDS equipment is located and repossess all or any part of the equipment; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law. The Reseller will reimburse TDS for all fees, costs and expenses, including all attorney's fees, costs and expenses, incurred by TDS to enforce all or any of its rights arising hereunder.

19. INDEMNIFICATION. To the extent not prohibited by law, and except as otherwise provided herein, the Reseller shall forever indemnify and hold harmless TDS from and against any loss, cost, claim, injury or liability brought by a person not a party hereto or an affiliate under this Agreement which relates to or arises out of the negligent or intentional acts or omissions in connection with the actions taken under this Agreement or breaches of the terms of this Agreement by the Reseller or its employees, agents or independent contractors. Each party agrees to release, indemnify, defend and hold harmless the other party, and any third party provider or operator of facilities involved in the provision of services network elements of facilities under this Agreement from all losses, claims, demands, damages, expenses, suits or other actions including but not limited to attorney's fees suffered or asserted by the indemnified party end users against an indemnified party arising from Services under this Agreement.

20. REPRESENTATIONS AND WARRANTIES. Each party warrants and represents to the other that (i) it has the right, power and authority to enter into and perform its obligations hereunder; (ii) it has taken all the requisite legal action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a binding obligation enforceable against such party in accordance with its terms; and (iv) the individual executing this Agreement is a duly appointed officer or agent of such party with the authority to execute this Agreement on behalf of the party.

21. NOT INTERCONNECTION/NON WAIVER OF EXEMPTION. This Agreement does not constitute an interconnection agreement under 47 USC 251(c). The parties acknowledge that TDS is entitled to a rural exemption as provided by 47 USC 251(f) and TDS' entry into this Agreement does not waive such exemption.

22. MISCELLANEOUS.

- A. Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the tariff governing this Agreement applies. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules or regulations that subsequently may be prescribed by any federal, state or local government authority. To the extent required by any such subsequently prescribed law, rule or regulation, the parties agree to modify in writing, the affected terms and conditions of this Agreement to bring them into compliance with such law, rule or regulation. Each party shall comply with all federal, state and local statutes, regulations, rules and ordinances, judicial decisions and administrative rules applicable to its performance under this Agreement.

- B. Force Majeure. The obligations of TDS are subject to force majeure and TDS shall not be in default under this Agreement if any failure or delay in performance is caused by strike, power failure, accidents, acts of God, fire, flood, adverse weather, lack of transportation, condemnation or exercise of rights of eminent domain, war or civil disorder, or any other cause beyond the reasonable control of TDS.
- C. Assignment. Any assignment, in whole or in part, by Reseller of any right or obligation or of any interest hereunder without the written consent of TDS shall be void. Reseller acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.
- D. Survivability. Notwithstanding expiration or termination of this Agreement, the provisions of the Agreement which by their nature or context are required or intended to survive shall survive and remain in full force and effect.
- E. Notice and Demands. All notices, demands or requests which may be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person or via express service or on the date deposited, postage prepaid in the United States mail via Certified Mail, return receipt requested, to the Reseller at the addresses set forth on the front page hereof and to TDS at 9737 Cogdill Road, Suite 230 Knoxville, Tennessee 37932, Attn: Director Carrier Relations. If personal delivery is selected as the method of giving notice under this section, a receipt of such delivery shall be obtained. The address to which such notices, demands, requests, elections or other communications is to be given by either party may be changed by written notice given by such party to the other party pursuant to this Agreement.
- F. Entire Agreement. This Agreement sets forth the entire agreement, and supersedes any and all prior agreements between the parties with respect to the transactions set forth herein.
- G. Amendment. No change, amendment or modification of any provisions of this Agreement shall be valid unless set forth in a written instrument signed by both parties to this Agreement.

In witness whereof, the parties hereto have executed this Agreement as of the effective date first above written.

Universal Telecom, Inc.

By: David W. Wigginton
Printed name: DAVID W. WIGGINTON
Title: PRES.

EACH OF THE INDIVIDUAL TELEPHONE COMPANIES WHICH ARE SUBSIDIARIES OF TDSTELECOMMUNICATIONS CORPORATION IDENTIFIED ON SCHEDULE I ATTACHED HERETO AND MADE A PART HEREOF.

TDS Telecommunications Corporation, Agent for
TDS Telephone Companies identified on Schedule I.

By: [Signature]
Louis D. Reilly, III
Director Carrier Relations

SIGNATURE PAGE TO
TDS TELECOM RETAIL RESELLER AGREEMENT WITH UNIVERSAL TELECOM, INC.

TDS TELECOMMUNICATION CORPORATION
Preferred Local Exchange Carrier Selection Agreement

This Preferred Local Exchange Carrier Selection Agreement is effective on June 1, 2000 by and between Universal Telecom, Inc. ("Reseller"), a Kentucky corporation, and the telephone company subsidiaries of TDS Telecommunications Corporation identified on Schedule I attached hereto and made a part hereof (collectively "TDS").

In consideration of the mutual obligations set forth below, the parties agree to the following terms and conditions:

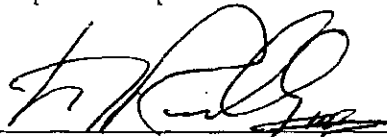
1. The Reseller certifies to TDS that it will comply with the FCC Subscriber Carrier Selection Change Provisions contained in Part 64, Subpart K, Chapter 1 of Title 47 of the Code of Federal Regulations.
2. The Reseller has entered into Letters of Agency with each subscriber of Reseller requesting a change to their local service for some or all of the telecommunication services provided by TDS. Each subscriber has been informed that the monthly billing statement for the telephone number sent by TDS to the subscriber will now be sent to the Reseller. The billing name and address in the TDS customer information system for the subscriber's telephone number will now be that of the Reseller.
3. Where the Reseller has entered into a Letter of Agency with a TDS subscriber with an active TDS telephone number, the Reseller agrees that TDS will be issuing an order to disconnect the existing telephone number to the end user customer and to install the telephone number in the billing name and address of the Reseller. This process creates a final bill for the TDS subscriber and establishes a new bill in the name of the Reseller. No lapse of telephone service should occur to the subscriber. Applicable TDS service order charges will apply to the Reseller.
4. When the Reseller is the customer of record for the subscriber telephone number, all orders for service associated with the telephone number will be made by the Reseller. These orders for service include orders for new service, changes in service, disconnection of service, requests for repair service, additions to or changes in directory information, additions or changes to 911 or E911 information, and other information required by local, state or federal regulations or by telephone industry practice to properly provision or manage the subscriber telephone number.
5. TDS will not verify the submission of a change in a subscriber's selection of a provider of local exchange service received from Reseller.
6. In the event that a subscriber challenges action taken by TDS as a result of the Reseller submitting orders for service under the Retail Reseller Agreement with TDS, the parties to this Agreement will follow the processes defined in Part 64, Subpart K, Chapter 1 of Title 47 of the Code of Federal Regulations. The Reseller agrees to indemnify and hold harmless TDS for any damages or losses, including but not limited to unauthorized change charges, resulting from Reseller's failure to comply with applicable law including but not limited to submission of service requests or service orders for which the Reseller did not have proper authorization from the subscribers.
7. This Agreement shall remain in effect unless canceled according to the terms of the Retail Reseller Agreement.

By: Universal Telecom, Inc.

By: David W. Wigginton
Printed name: DAVID W. WIGGINTON
Title: PRES.

EACH OF THE INDIVIDUAL TELEPHONE COMPANIES WHICH ARE SUBSIDIARIES OF TDS TELECOMMUNICATIONS CORPORATION IDENTIFIED ON SCHEDULE I ATTACHED HERETO AND MADE A PART HEREOF.

By: TDS Telecommunications Corporation, Agent for the
TDS Telephone Companies identified on Schedule I.

By: 
Louis D. Reilly, III
Director Carrier Relations

SIGNATURE PAGE TO
TDS TELECOM PREFERRED LOCAL EXCHANGE
CARRIER SELECTION AGREEMENT WITH UNIVERSAL TELECOM, INC.

SCHEDULE I

TDS Telecommunications Corporation
Subsidiaries in the State of Missouri

NEW LONDON TELEPHONE COMPANY

ORCHARD FARM TELEPHONE COMPANY

THE STOUTLAND TELEPHONE COMPANY

STATE OF Kennel)
)
COUNTY OF Gray)

AFFIDAVIT OF LINDA LOWRANCE

Before me, the Undersigned Authority, on this 4th day of August, 2000,
personally appeared Linda Lowrance, Manager - Interconnection of TDS Telecommunications
Corporation who, upon being by me duly sworn on oath deposed and said the following:

1. My name is Linda Lowrance. I am over the age of twenty-one, of sound mind and competent to testify to the matters stated herein. I am the Manager of Interconnection for TDS Telecommunications Corporation ("TDS") and have personal knowledge of the agreement between TDS and Universal Telecom, Inc. ("Universal"). I have served as negotiator of the agreement on behalf of TDS and have personal knowledge of the provisions. The parties have negotiated diligently under the Telecommunications Act of 1996, culminating in an executed agreement ("the Agreement") by TDS and Universal on June 1, 2000.
2. The Interconnection Agreement is the result of negotiation and compromise.
3. There are no outstanding issues between the parties that need the assistance of mediation or arbitration if this Agreement is approved.
4. Approval of this Interconnection Agreement is consistent with the public interest, convenience, and necessity.
5. This Interconnection Agreement does not discriminate against any telecommunications carrier. The terms of this agreement are available to any

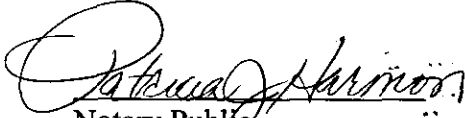
ATTACHMENT II

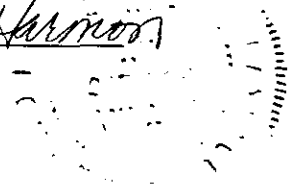
similarly situated provider in negotiating a similar agreement.

Further Affiant sayeth naught.


Linda Lowrance, Manager – Interconnection

Sworn and Subscribed to before me this 4th day of August, 2000 to certify which witness my hand and seal of office.


Notary Public



ATTACHMENT II