

MUTUAL TRAFFIC EXCHANGE AGREEMENT

Missouri

This Mutual Traffic Exchange Agreement ("Agreement") is made effective as of May 1, 2006, ("Effective Date") by and between the TDS Telecommunications Corporation subsidiaries or affiliates identified on Schedule I attached hereto and made a part hereof (collectively "TDS TELECOM") and Charter Fiberlink - Missouri, LLC, with its principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri 63131 ("Charter").

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

Section I

Scope of Agreement

Charter and TDS TELECOM (individually, a "Party" and collectively, the "Parties") agree to exchange all Metropolitan Calling Area¹ service traffic ("MCA"), hereafter referred to as "Local Traffic," with one another either by direct interconnection of their respective networks or by transiting such traffic through third-party LEC tandems. Local Traffic means traffic that is originated by a customer of one Party on that Party's network and terminates to a customer of the other Party on that other Party's network within a given MCA service area, as approved by the Missouri Public Service Commission. Local Traffic must actually originate and actually terminate to customers physically located within the Rate Center Area of the defined MCA area. In those areas where MCA service is optional, only calls within the defined MCA area that are originated by participating MCA subscribers shall be considered Local Traffic. Reciprocal compensation for the transport and termination of Local Traffic shall be on a bill and keep basis according to Section III below.

Local Traffic does not include Internet Service Provider ("ISP") Traffic originated by an end user of one Party and routed to an ISP point of presence. However, for purposes of this Agreement, Charter and TDS TELECOM agree to terminate each other's ISP Traffic on the same basis as Local Traffic pursuant to Section III below.

Execution of this Agreement does not waive or prejudice any positions either Party has taken previously or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters specifically related to, the types of arrangements prescribed in this Agreement.

Section II

Connection Arrangements

¹ MCA service was established by the Commission in Case No. TO-92-306.

Direct Interconnection:

At Charter's request, TDS TELECOM and Charter will physically interconnect their facilities at one, mutually agreed upon technically feasible point of connection ("POI"), and interchange traffic between their respective customers.

Charter shall provide and bear the cost of its own facilities and transport for the delivery of traffic to and/or from its switch to the POI. Alternatively, Charter may purchase facilities from a third party or from TDS TELECOM for the delivery of such traffic. Rates for facilities and transport or other services purchased from TDS TELECOM are specified in TDS TELECOM's applicable Local or Access Tariff. TDS Telecom shall provide and bear the cost of its own facilities and transport for delivery of traffic to and/or from its switch to the POI. As mutually agreed upon by the Parties, one-way or two-way direct End Office trunk group(s) for Local Traffic may be established between a Charter switch (or its equivalent) and a TDS TELECOM End Office switch. Overflow from either end of a direct local interconnection trunk group(s) may be alternate routed to the appropriate access tandem.

Orders between the Parties to establish, add, change or disconnect trunks shall be processed using an Access Service Request ("ASR"). Where two-way trunk group(s) are used, they shall be jointly provisioned and maintained. Charter will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Both Parties will jointly manage the capacity of local interconnection trunk groups. Either Party may send a Trunk Group Service Request ("TGSR") to the other Party to trigger changes to the local interconnection trunk groups based on capacity assessment. The Parties agree that neither Party shall alter trunk sizing without first conferring with and agreement by the other Party.

If the Parties are unable to agree upon a POI or direct trunking arrangements within 135 days after Charter has requested Direct Interconnection pursuant to this Section II, then either Party may petition the Commission to arbitrate any unresolved issues related to establishment of a POI or directing trunking arrangements. During the pendency of any dispute regarding the establishment of a POI or determination of direct trunking arrangements, neither Party shall discontinue or interrupt the exchange of Local Traffic or the provision of other services pursuant to this Agreement.

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to provide reasonable notice of changes in the information necessary for the transmittal and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities or networks.

Indirect Interconnection:

The Parties agree that all Local Traffic not exchanged via direct interconnection established at Charter's request pursuant to Section II, Direct Interconnection above, shall be exchanged by transiting such traffic through third party Local Exchange Carrier

tandems to which both Parties' networks are interconnected, directly or indirectly ("Transit Provider"). Each Party shall be responsible for delivering its traffic to the Transit Provider and for ensuring that it has facilities in place to each Transit Provider used to transit traffic between the Parties' networks. If after the Effective Date, TDS TELECOM is assessed transit charges by the Transit Provider associated with Local Traffic originated by its customers and terminated to Charter customers, the Parties agree that this shall represent a material change in which case, TDS TELECOM, may, by written notice to Charter, request that this Agreement be renegotiated and if necessary, submitted to the Commission for arbitration to address the Parties' additional rights and responsibilities associated with such change. During the pendency of any renegotiation and/or arbitration neither Party shall discontinue or interrupt the exchange of Local Traffic or the provision of other services under this Agreement.

Section III

Compensation for Local Traffic and ISP Traffic

Charter and TDS TELECOM agree to terminate each other's Local Traffic on a bill and keep basis of reciprocal compensation. Bill and keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party, regardless of any charges the originating Party may assess its end users, such as MCA charges.

This Agreement shall not govern the exchange of intraLATA and interstate toll traffic between the Parties. Compensation for toll traffic delivered by either Party will be billed to the end-user's preselected interexchange carrier ("IXC") pursuant to the Parties' respective filed applicable access tariffs. To the extent either Party serves as a customer's preselected IXC, such traffic shall be segregated or otherwise separately identifiable from the Local Traffic covered by this Agreement.

Section IV

Business Records

Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct a review of the relevant data possessed by the other Party to assure compliance with the provisions of this Agreement. The review will consist of any examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party in connection with this Agreement. Each Party's right to access information for verification review purposes is limited to data not in excess of twenty-four (24) months old. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide reasonable access to necessary and applicable information during normal business hours at no charge to the reviewing Party.

Section V

Office Code Translations

It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

Unless mandated otherwise by a Commission Order, the Rate Center Areas will be the same for each Party. "Rate Center" or "Rate Center Area" as used in this Agreement means an area that uses a common surrogate call origination or call termination point when determining point-to-point local or toll calling charges. "Rate Center Points" are used to identify the Rate Center location by V&H coordinates expressed in a paired number value. The Rate Point of the calling and called numbers are used to calculate distance sensitive charges, if any, to the end user.

During the term of this Agreement, in all areas where Charter's service area overlaps the service area of an incumbent LEC, Charter shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for the incumbent LEC. Charter shall assign NPA-NXX codes to each Rate Center in compliance with regulatory directives, consensus industry guidelines developed by the Industry Numbering Committee ("INC") of the Alliance For Telecommunications Industry Solutions ("ATIS"), and the North American Number Plan Administrator ("NANPA").

Section VI

SS7 Signaling

Charter and TDS TELECOM agree to interconnect their SS7 ("Signaling System 7") networks either directly or through third parties. Charter and TDS TELECOM further agree to exchange ISUP (Integrated Services Digital Network User Part) and TCAP (Transaction Capabilities Application Part) messages. The Parties agree to set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the SS7 network with which the Parties have a legitimate signaling relation. The Parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither Party shall bill the other Party for exchange of TCAP messages when TCAP is used to support CLASS end user service features (switch to switch TCAP). This provision shall not be construed to require either Party to convert its networks to SS7.

Section VII

Term of Agreement

This Agreement shall commence when fully executed and have an initial term of two (2) years provided that either Party shall have the right to terminate this Agreement for cause on sixty (60) days written notice. In the event that either Party provides written notice of termination for cause, the Party receiving such written notice will have sixty (60) days after receipt of such notice to cure any such cause for termination. If such cause for termination is not cured within this sixty (60) day period, then this Agreement will terminate pursuant to such written notice of termination. This Agreement shall automatically renew for successive one-year periods unless a Party provides written notice of termination at least one hundred eighty (180) days prior to the end of any term. In the event of any expiration or termination of this Agreement, neither Party will block Local Traffic originated by customers of the other Party except in accordance with Commission rules.

Section VIII

Dispute Resolution

Except as otherwise provided in this Agreement (including without limitation Section 1 and Section 2), any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within thirty (30) business days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representative may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

If the Parties have been unable to resolve the dispute within sixty (60) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including but not limited to, instituting an appropriate proceeding before the Commission.

Notwithstanding anything to the contrary in this Agreement, with respect to a dispute relating to a service affecting condition the Parties agree to an expedited schedule for dispute resolution. The Parties agree that service affecting disputes are of critical importance and that the Parties shall use all deliberate means to resolve such disputes on an A.S.A.P basis.

Section IX

Limitation of Liability

Neither Party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special or consequential damages arising out of or related to this

Agreement or the provision of service hereunder. A Party's liability shall not be limited with respect to its indemnification obligations under this Agreement.

Section X **Indemnification**

Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In the event said loss, cost, claim, liability, damage or expense to third parties is the result of the fault, in whole or in part, of both Parties to this Agreement, the Parties shall be entitled to indemnification or contribution to the extent permitted by applicable state law governing the apportionment, if any, of said loss, cost, claim, liability, damage or expense. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a Third Party against the Indemnified Party.

The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense.

The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

Section XI **Force Majeure**

If performance of this Agreement is delayed or prevented by reason of an uncontrollable circumstance that would not reasonably be considered to be a normal business risk and without its willful misconduct or negligence, including without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, earthquakes, nuclear accidents, floods, or mass power blackouts (collectively "Force Majeure Event"), then neither Party will be held liable for any such delayed performance or failure to perform under this Agreement until such Force Majeure Event has ceased. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the

performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

Section XII

Agency

Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

Section XIII

Nondisclosure of Proprietary Information

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information ("Confidential Information"). Confidential Information shall include (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; and (ii) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement. For purposes of this Section 13, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed. "Confidential Information" will not include information that: (a) was in the public domain at or subsequent to the time such information was communicated to Recipient by the Disclosing Party through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such information was communicated to Recipient by the Disclosing Party; or (c) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by the Disclosing Party.

Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions on the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives

and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

Section XIV

Notices

Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of Charter to:

Business Name: Charter Fiberlink - Missouri, LLC
 Mailing Address: 12405 Powerscourt Drive
 City/State/Zip Code: St. Louis, Missouri 63131
 Attention: Corporate Telephone APG
 Contact number: 314-543-5639
 Facsimile: 314-288-3555

Notices shall be effective three (3) business days of being sent via registered mail with return receipt requested, in the case of Charter to:

Business Name: Charter Fiberlink - Missouri, LLC
 Mailing Address: 12405 Powerscourt Drive
 City/State/Zip Code: St. Louis, Missouri 63131
 Attention: Legal Department- Telephone
 Contact number: 314-965-0555
 Facsimile: 314-965-6640

Notices shall be effective three (3) business days of being sent via registered mail with return receipt requested in the case of TDS TELECOM to:

Business Name: TDS TELECOM
 Mailing Address: P. O. Box 22995
 Shipping Address: 9737 Cogdill Road, Suite 230
 City/State/Zip Code: Knoxville, TN 37933-0995 (37932 for shipping)
 Attention: Carrier Relations
 Contact Phone Number: (865) 966-4700

With a copy to:

Business Name: TDS TELECOM
 Mailing Address: P. O. Box 5366
 City/State/Zip Code: Madison, WI 53705-0366
 Attention: Grant Spellmeyer, Director - Legal Affairs & Carrier Relations

Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS TELECOM
 Mailing Address: P.O. Box 5158
 Shipping Address: 525 Junction Rd.
 City/State/Zip Code: Madison, WI 53705-0158 (53717 for shipping)
 Attention: Carrier Service Center

or to such other location as the receiving Party may direct in writing. Payments are to be made to the address indicated on the invoice.

Charter shall ensure bills and payments reference the specific TDS TELECOM company name(s) for which traffic is being billed or paid (see Schedule I for company list.)

Section XV Severability

If any part of this Agreement is held to be invalid for any reason, such invalidity shall affect only the portion of the Agreement that is invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

Section XVI Assignment

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that upon written notice either Party may assign this Agreement or any rights and obligations thereunder without the other Party's consent to any entity that the assigning Party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning Party whether by consolidation, merger, sale or otherwise, or in connection with a financing transaction. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Section XVII Entire Agreement

This Agreement, including all Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire subject matter hereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. If any provision of this Agreement is invalidated or modified as a result of any order or finding by the FCC, the

Commission or a court of competent jurisdiction, the Parties shall negotiate in good faith any modifications to this Agreement that may be required as a result of such order or finding. No modification or waiver of any provisions of this Agreement shall be effective unless in writing and signed by both Parties.

Section XVIII Multiple Counterparts

This Agreement may be executed in counterparts and such counterparts shall together constitute one and the same instrument.

Section XIX Certification

Notwithstanding any other provision of this Agreement, TDS TELECOM shall have no obligation to perform under this Agreement until such time as Charter has obtained Public Service Commission authorization as is required by law as a condition for conducting business in the state.

Section XX Miscellaneous

By entering into this Agreement, TDS TELECOM does not concede that this is, and is not estopped from asserting that it is not, an interconnection agreement under 47 USC 251(c), nor does TDS TELECOM waive, or is it estopped from asserting, any rural exemption that it may have under 47 USC 251(f). This Agreement is for the exchange of traffic, not the interconnection of TDS TELECOM and Charter as competing service providers. This Agreement does not apply to traffic originated or terminated by a third party.

Section XXI Governing Law

To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the state of Missouri, without regard to its conflicts of laws principles. In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any provision hereof, the Parties shall renegotiate in good faith to modify such affected provisions as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

By: TDS Telecommunications Corporation (not individually but as agent for the TDS TELECOM affiliates identified on Schedule D)

 5/9/06
Signature Date

Louis D. Reilly, III
Typed Name

Director-Carrier Relations

Charter Fiberlink - Missouri, LLC

Signature _____ Date 4/28/06

Typed Name

~~Typed Name~~

Typed Title

Signature Page to Mutual Traffic Exchange Agreement between the TDS Telecommunications Corporation subsidiaries or affiliates (Orchard Farm Telephone Company) identified on Schedule I and Charter Fiberlink- Missouri, LLC., dated May 1, 2006.

Schedule I
(List TDS Telecom Affiliates)

Orchard Farm Telephone Company