associated with the alternative arrangements shall be borne by CHARITON VALLEY TELECOM.

2.3.2 Each unbundled element shall be delivered to CHARITON VALLEY TELECOM's designated terminal block, or equivalent termination point, as a part of the collocation arrangement. Each loop or port element shall be delivered to CHARITON VALLEY TELECOM collocation arrangement over an Expanded Interconnection Service cross-connection applicable to the unbundled elements. Applicable rates for this cross-connection are from SPECTRA's FCC Tariff.

2.3.3 CHARITON VALLEY TELECOM shall combine UNEs with its own facilities. SPECTRA has no obligation to combine any UNEs for CHARITON VALLEY TELECOM, nor does SPECTRA agree to combine any network elements for CHARITON VALLEY TELECOM. CHARITON VALLEY TELECOM may not combine such UNEs to provide solely interexchange service or solely access service to an interexchange carrier.

2.4 Service Quality.

SPECTRA shall not be responsible for impacts on service attributes, grades of service, etc., resulting from CHARITON VALLEY TELECOM's specific use of or modification to any UNE.

2.5 Provisioning and Support.

SPECTRA agrees to provide UNEs in a timely manner considering the need and volume of requests, pursuant to agreed upon service provisioning intervals. SPECTRA shall provide power to such elements on the same basis as SPECTRA provides to itself.

3. Ordering and Billing.

3.1 Service Ordering, Service Provisioning, and Billing.

CHARITON VALLEY TELECOM will order services for unbundled loops and ports directly from SPECTRA via United States Mail or facsimile. The following describes generally the processes SPECTRA will use for ordering, provisioning and billing for UNEs. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the SPECTRA Guide.

3.2 Local Service Request.

Orders for unbundled loops and ports will be placed utilizing standard LSR forms. Orders for unbundled dedicated transport will be placed utilizing standard ASR forms. SPECTRA will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the Guide) must be provided by CHARITON VALLEY TELECOM before a request can be processed.

3.3 Certificate of Operating Authority.

When ordering unbundled loops or ports, CHARITON VALLEY TELECOM must represent and warrant to SPECTRA that it is a certified provider of local dial-tone service. CHARITON VALLEY TELECOM will provide a copy of its Certificate of Operating Authority or other evidence of its status to SPECTRA upon request.

3.4 Nonrecurring Charges.

CHARITON VALLEY TELECOM shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to UNEs as listed in Appendix D. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits) will be charged from the appropriate tariff.

3.5 Transfers Between CHARITON VALLEY TELECOM.

When CHARITON VALLEY TELECOM has obtained an end-user customer from another CLEC using SPECTRA UNEs, CHARITON VALLEY TELECOM will inform SPECTRA of the transfer by submitting standard LSR forms to SPECTRA.

4. Network Interface Device.

4.1 Direct Connection.

CHARITON VALLEY TELECOM shall be permitted to connect its own Loop directly to SPECTRA's NID in cases in which CHARITON VALLEY TELECOM uses its own facilities to provide local service to an end-user formerly served by SPECTRA, as long as such direct connection does not adversely affect SPECTRA's network. In order to minimize any such adverse effects, the following procedures shall apply:

4.1.1 When connecting its own loop facility directly to SPECTRA's NID for a residence or business customer, CHARITON VALLEY TELECOM must make a clean cut on the SPECTRA drop wire at the NID so that no bare wire is exposed. CHARITON VALLEY TELECOM shall not remove or disconnect SPECTRA's drop wire from the NID or take any other action that might cause SPECTRA's drop wire to be left lying on the ground.

4.1.2 At multi-tenant customer locations, CHARITON VALLEY TELECOM must remove the jumper wire from the distribution block (i.e. the NID) to the SPECTRA cable termination block. If CHARITON VALLEY TELECOM cannot gain access to the cable termination block, CHARITON VALLEY TELECOM must make a clean cut at the closest point to the cable termination block. At CHARITON VALLEY TELECOM's request and discretion, SPECTRA will determine the cable pair to be removed at the NID in multi-tenant locations. CHARITON VALLEY TELECOM will compensate SPECTRA for the trip charge necessary to identify the cable pair to be removed.

4.1.3 SPECTRA agrees to offer NIDs for lease to CHARITON VALLEY TELECOM but not for sale. CHARITON VALLEY TELECOM may remove SPECTRA identification from any NID which it connects to a CHARITON VALLEY TELECOM loop, but CHARITON VALLEY TELECOM may not place its own identification on such NID. Rates for the NID are reflected in Appendix D, along with associated non-recurring charges.

4.1.4 SPECTRA Loop elements leased by CHARITON VALLEY TELECOM will be required to terminate only on a SPECTRA NID. If CHARITON VALLEY TELECOM leasing a SPECTRA loop wants a CHARITON VALLEY TELECOM NID, they will also be required to lease a SPECTRA NID for the direct loop termination and effect a NID to NID connection. Rates for the Loop and NID are reflected in Appendix D, along with associated non-recurring charges.

4.2 NID to NID Connection.

Rather than connecting its loop directly to SPECTRA's NID, CHARITON VALLEY TELECOM may also elect to install its own NID and effect a NID to NID connection to gain access to the end-user's inside wiring.

4.2.1 If CHARITON VALLEY TELECOM provides its own loop facilities, it may elect to move all inside wire terminated on a SPECTRA NID to one provided by CHARITON VALLEY TELECOM. In this instance, a NID to NID connection will not be required. CHARITON VALLEY TELECOM, or the end-user premise owner, can elect to leave the SPECTRA disconnected NID in place, or to remove the SPECTRA NID from the premise and dispose of it entirely.

4.3 Removal of Cable Pairs.

Removal of existing cable pairs required for CHARITON VALLEY TELECOM to terminate service is the responsibility of CHARITON VALLEY TELECOM.

4.4 Maintenance.

When CHARITON VALLEY TELECOM provides its own loop and connects directly to SPECTRA's NID, SPECTRA does not have the capability to perform remote maintenance. CHARITON VALLEY TELECOM can perform routine maintenance via its loop and inform SPECTRA once the trouble has been isolated to the NID and SPECTRA will repair (or replace) the NID, or, at CHARITON VALLEY TELECOM's option, it can make a NID to NID connection, using the SPECTRA NID only to gain access to the inside wire at the customer location.

4.5 Collocation Requirement.

When CHARITON VALLEY TELECOM purchases a SPECTRA NID as a stand-alone unbundled element, the collocation arrangement described in Article VII, Section 2.3.1 is not required.

5. Loop Elements.

5.1 Service Description.

A "Loop" is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame (MDF) or its equivalent, in a SPECTRA end office or Wire Center to and including a demarcation or connector block in/at a subscriber's premises. Traditionally, Loops were provisioned as 2-wire or 4-wire copper pairs running from the end office MDF to the customer premises. However, a loop may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber premises via a copper or coaxial drop facility, etc.

5.2 Categories of Loops.

There are six general categories of loops:

5.2.1 "2-Wire Analog Loop" is a voice grade transmission facility that is suitable for transporting analog voice signals between approximately 300-3000 Hz, with loss not to exceed 8.5 db. A 2-wire analog loop may include load coils, bridge taps, etc. This facility may also include carrier derived facility components (i.e. pair gain applications, loop concentrators/multiplexers). This type of unbundled loop

is commonly used for local dial tone services. SPECTRA does not guarantee data modem speeds on a 2-wire analog loop. In addition, SPECTRA does not guarantee CLASS features will perform properly on a 2-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.

5.2.2 "4-wire Analog Loop" conforms to the characteristics of a 2-wire voice grade loop and, in addition, can support simultaneous independent transmission in both directions. SPECTRA does not guarantee data modem speeds on a 4-wire analog loop. In addition, SPECTRA does not guarantee CLASS features will perform properly on a 4-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.

5.2.3 "2-Wire Digital Loop" is a transmission facility capable of transporting digital signals up to 160 kpbs, with no greater loss than 38 db. end-to-end, measured at 40 kHz without midspan repeaters. Dependent upon loop make-up and length, midspan repeaters may be required, in which case loss will be no greater than 76 db. at 40 kHz (ISDN-BRI). In addition, 2-wire digital loops, dependent on loop make-up, may be configured to support Enhanced Copper Technologies (ECTs), such as ADSL. When utilizing ADSL technology, CHARITON VALLEY TELECOM is responsible for limiting the Power Spectral Density (PSD) of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standards. These loops will be provisioned without load coils or bridged taps. A 2-wire digital loop is not available for ECTs where SPECTRA has provisioned its local network utilizing Digital Loop Carriers (DLCs). Also, SPECTRA does not provide the electronics required for ECTs provisioned via 2-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.

5.2.4 "4-Wire Digital Loop" is a transmission facility that is suitable for the transport of digital signals at rates up to 1.544 MBPS. Dependent on loop length, this facility may require midspan repeaters. When a 4-wire digital loop is used by CHARITON VALLEY TELECOM to provision HDSL technology, the insertion loss, measured between 100W termination at 200 kHz. should be less than 34 dB. The DC resistance of a single wire pair should not exceed 1100 ohms. These loops will be provisioned without load coils or bridge taps. A 4-wire digital loop is not available for ECTs where SPECTRA has provisioned its local network utilizing Digital Line Concentrators (DLCs). Also, SPECTRA does not provide the electronics required for ECTs provisioned via 4-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.

5.2.5 "DS-1" loops will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include midspan line repeaters where required, office terminating repeaters, and DSX cross connects. Rates are as reflected in Appendix D, including non-recurring charges.

5.2.6 "DS-3" loops will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end. Rates are as reflected in Appendix D, including non-recurring charges.

5.3 Conditioned Loops.

CHARITON VALLEY TELECOM may also require that the analog loops ordered above be conditioned in order for them to provide the end user service. Examples of this type of conditioning are: Type C, Type DA, and Improved C. The price for such conditioning shall be the applicable charge as provided in Appendix D, if available, or from the appropriate SPECTRA intrastate special access tariff.

5.3.1 Upon CHARITON VALLEY TELECOM request and where available, digital loops may be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL service without additional conditioning. Additional charges (e.g. Mid-span Repeaters) may apply for these digital loops.

5.4 Loop Testing.

5.4.1 SPECTRA will not perform routine testing of the unbundled loop for maintenance purposes. CHARITON VALLEY TELECOM will be required to provision a loop testing device either in its central office (switch location), Network Control Center or in its collocation arrangement to test the unbundled loop. SPECTRA will perform repair and maintenance once trouble is identified by CHARITON VALLEY TELECOM.

5.4.2 All Loop facilities furnished by SPECTRA on the premises of CHARITON VALLEY TELECOM's end-users and up to the network interface or functional equivalent are the property of SPECTRA. SPECTRA must have access to all such facilities for network management purposes. SPECTRA employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the Loop facility, to remove such facility.

5.4.3 SPECTRA will provide loop transmission characteristics to CHARITON VALLEY TELECOM end-users that are equal to those provided to SPECTRA end-users.

5.4.4 If CHARITON VALLEY TELECOM leases loops which are conditioned to transmit digital signals, as a part of that conditioning, SPECTRA will test the loop and provide recorded test results to CHARITON VALLEY TELECOM. In maintenance and repair cases, if loop tests are taken, SPECTRA will provide any recorded readings to CHARITON VALLEY TELECOM at time the trouble ticket is closed in the same manner as SPECTRA provides to itself and its end-users.

5.5 Pair Gain Technologies.

SPECTRA shall provide CHARITON VALLEY TELECOM unbundled loops where Currently Available. Where SPECTRA utilizes pair gain technology to provision facilities, including Integrated Digital Loop Carrier (IDLC)[1] or analog carrier, SPECTRA may not be able to provision an unbundled loop, in which event an unbundled loop would not be Currently Available. Where SPECTRA can provision an unbundled loop using pair gain technology, the capabilities of such unbundled loop may be limited to what SPECTRA provisions. If an ordered unbundled loop using pair gain technology does not meet CHARITON VALLEY TELECOM's requirements, SPECTRA will, where Currently Available, use alternate facilities to provision the unbundled loop. If alternate facilities are

[1] See Telcordia Technologies TR-TSY-000008, Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch and TR-TSY-000303, Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface.

not Currently Available or do not meet CHARITON VALLEY TELECOM requirements, SPECTRA will advise CHARITON VALLEY TELECOM that facilities are not available to provision the requested unbundled loop. SPECTRA will not be required to construct additional facilities at SPECTRA's expense to provide the unbundled loop for CHARITON VALLEY TELECOM. CHARITON VALLEY TELECOM may use the Bona Fide Request (BFR) process specified in Article VII of this Agreement to request SPECTRA to construct additional facilities at CHARITON VALLEY TELECOM expense.

5.5.1 SPECTRA will permit CHARITON VALLEY TELECOM to collocate digital loop carriers and associated equipment in conjunction with collocation arrangements CHARITON VALLEY TELECOM maintains at a SPECTRA Wire Center for the purpose of interconnecting to unbundled Loop elements.

5.6 Unbundled Loop Facility Qualification.

If CHARITON VALLEY TELECOM plans to deploy service enhancing technologies (e.g. ADSL, HDSL, ISDN, etc.) over unbundled copper loops that could potentially interfere with other service enhancing technologies that may be deployed within the same cable sheath, CHARITON VALLEY TELECOM is responsible for notifying SPECTRA of its intent. SPECTRA will determine if there are any existing or planned service enhancing technologies deployed within the same cable sheath that would be interfered with if CHARITON VALLEY TELECOM deployed the proposed technology. If there are existing service enhancing technologies deployed or in the process of being deployed by SPECTRA or other CLECs, or if SPECTRA has existing near term plans (within 6 months of the date of facility qualification) to deploy such technology, SPECTRA will so advise CHARITON VALLEY TELECOM and CHARITON VALLEY TELECOM shall not be permitted to deploy such service enhancing technology. If CHARITON VALLEY TELECOM disagrees with SPECTRA's determination, the Parties will jointly review the basis for SPECTRA's decision and attempt to mutually resolve the disagreement.

5.6.1 If CHARITON VALLEY TELECOM orders an unbundled digital loop, pursuant to Sections 5.2.3 or 5.2.4, and provides the industry standard codes indicating the type of service to be deployed on the unbundled digital loop, that shall constitute notification to SPECTRA. SPECTRA will perform the loop qualification as part of the ordering process and no additional charges will apply.

5.6.2 If CHARITON VALLEY TELECOM orders an unbundled analog loop, pursuant to Sections 5.2.1 and 5.2.2, and plans to deploy service enhancing technologies on the unbundled analog loop, notification must be provided separately and apart from the ordering process. SPECTRA will perform the loop qualification, however, additional charges may apply.

5.6.3 When CHARITON VALLEY TELECOM fails to notify SPECTRA of its plans to deploy service enhancing technology over an unbundled analog voice grade loop or CHARITON VALLEY TELECOM fails to properly order an unbundled digital loop and obtain prior qualification from SPECTRA for the facilities, if CHARITON VALLEY TELECOM's deployment of such technology is determined to have caused interference with existing or planned service enhancing technologies deployed by SPECTRA or other CLECs in the same cable sheath, SPECTRA will notify CHARITON VALLEY TELECOM and CHARITON VALLEY TELECOM will immediately remove such service enhancing technology and shall reimburse SPECTRA for all incurred expense related to this interference.

5.7 Unbundled Loop Facility Compatibility.

Provided CHARITON VALLEY TELECOM has notified SPECTRA, pursuant to Section 5.5.1 of this Article, of the service enhancing copper cable technology deployed on an unbundled copper loop, SPECTRA will not deploy service enhancing copper cable technology within the same cable sheath that will be incompatible with CHARITON VALLEY TELECOM technology.

5.8 Subloops.

5.8.1 SPECTRA will provide as separate items the loop distribution, loop concentrator and loop feeder on a case-by-case basis pursuant to a BFR as described in Article VII, Section 9.

5.8.2 SPECTRA will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by SPECTRA and CHARITON VALLEY TELECOM.

5.8.3 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by SPECTRA and CHARITON VALLEY TELECOM. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.

5.8.4 SPECTRA will provide loop transmission characteristics as specified in Section 5.4.3 herein.

6. Port and Local Switching Elements.

6.1 Port.

A port provides for the interconnection of individual loops or trunks to the switching components of SPECTRA's network. In general, it is a line card or trunk card and associated peripheral equipment on SPECTRA end office switch that serves as the hardware termination for the end-user's Exchange Service on that switch, generates dial tone, and provides the end-user access to the public switched telecommunications network. The port does not include such features and functions that are provided as part of Local Switching. Each line-side port is typically associated with one (or more) telephone number(s), which serve as the end-user's network address.

6.2 Ports Available as UNEs.

There are five types of Ports available as UNEs:

6.2.1 "Basic analog line side port" is a line side switch connection employed to provide basic residential and business type Exchange Service.

6.2.2 "ISDN BRI digital line side" port is a Basic Rate Interface (BRI) line side switch connection employed to provide ISDN Exchange Services.

6.2.3 "Coin line side port" is a line side switch connection employed to provide coin services.

6.2.4 "DS-1 digital trunk side port" is a trunk side switch connection employed to provide the equivalent of 24 analog incoming trunk ports.

6.2.5 "ISDN PRI digital trunk side port" is a Primary Rate Interface (PRI) trunk side switch connection employed to provide ISDN Exchange Services.

6.3 Local Switching.

Local switching provides the basic switching functions to originate, route and terminate traffic and any signaling deployed in the switch. Vertical features are optional services provided through software programming in the switch that can be added on a per-feature basis with applicable rate. SPECTRA will offer only those features and functions Currently Available to the particular platform used (e.g., DMS, 5ESS, GTD5). Any feature or function which is not available, but the switch is capable of providing, may be requested via the BFR process. CHARITON VALLEY TELECOM will be responsible for bearing any costs incurred by SPECTRA in making such feature/function available, including Right-to-Use (RTU) fees. The rates for Local Switching and Vertical Features are listed in Appendix D.

6.3.1 CHARITON VALLEY TELECOM must purchase Local Switching with the line-side port or trunk-side port.

6.4 Compliance with Section 2.3.

CHARITON VALLEY TELECOM shall only order unbundled elements in accordance with Section 2.3 herein and it will be the responsibility of CHARITON VALLEY TELECOM to make arrangements for the delivery of interexchange traffic and routing of traffic over interoffice transmission facilities, if applicable.

7. Transport Elements.

7.1 Shared Transport.

Shared Transport (also known as Common Transport) is the physical interoffice facility medium that is used to transport a call between switching offices. A central office switch translates the end-user dialed digits and routes the call over a Shared Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end-user (SPECTRA end-user or CLEC end-user when CLEC has purchased unbundled local switching), and are referred to as "Shared Transport Facilities". SPECTRA will provide Shared Transport for a call originating from an unbundled switch port to the point where the call leaves SPECTRA's network IP.

7.1.1 Many calls riding shared transport facilities will also be switched by SPECTRA's access tandem. This tandem switching function is included as a rate component of Shared Transport, as set forth in Appendix D.

7.1.2 When the requesting CLEC purchases unbundled local switching the CLEC is obligated to purchase unbundled Shared Transport. All of the billing elements associated with Shared Transport are billed upon call origination, unless the call involves an interexchange carrier.

7.1.3 The rating of Shared Transport is based upon the duration of a voice grade (or DS0) call on SPECTRA's network. Shared Transport is comprised of three billing components: (1) Transport Facility per ALM (usage and distance sensitive); (2) Transport Termination (per end, usage sensitive); and (3) Tandem Switching (usage sensitive). Until an industry standard solution is implemented for generating AMA recordings that identify tandem routed local calls, the parties will use a Shared Transport composite rate using the Tandem Switching rate, two (2)

terminations, and an assumed Facility miles length of ten (10) miles. This interim methodology will be used in lieu of actual detailed AMA recordings and bill generation.

7.1.4 SPECTRA is responsible for the sizing of the Shared Transport network. All analysis, engineering, and trunk augmentations to Common Transport Trunk Groups will be the sole responsibility of SPECTRA. To ensure that the network is appropriately sized, SPECTRA may request traffic forecasts from the CLEC requesting unbundled local switching. These forecasts must be provided to SPECTRA on a quarterly basis, with a 12 month outlook.

7.1.5 SPECTRA provides shared transport between SPECTRA end offices or between a SPECTRA end office and the IP of a connecting telecommunications company. Shared transport will include tandem switching if SPECTRA's standard network configuration includes tandem routing for traffic between these points.

7.2 Dedicated Transport.

Dedicated Transport is an UNE that is purchased for the purpose of transporting Telecommunication Services between designated Serving Wire Centers (SWC) within the same LATA. Dedicated Transport may extend between two SPECTRA SWCs (Interoffice Dedicated Transport or IDT) or may extend from the SPECTRA SWC to the CLEC premise (CLEC Dedicated Transport or CDT). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries. IDT and CDT are further defined in Sections 7.2.1 and 7.2.2 and below.

7.2.1 CLEC Dedicated Transport is the dedicated transport facility connecting the SPECTRA Serving Wire Center (SWC) to the requesting CLEC's Customer Designated Location (CDL). The CDL will be the designated location where the CLEC's physical network begins (the CDL cannot be designated at an end-user customer location).

7.2.2 This UNE includes the equipment required to terminate the interoffice facility within requesting CLEC's CDL and within the SPECTRA SWC. The product also includes the transport facility between the two locations, but extends no further into SPECTRA's network than the CDL's SWC. CLEC Dedicated Transport is a dedicated UNE that has no switching components. CLEC Dedicated Transport can be purchased in bandwidth increments of DSO, DS1, or DS3 at rates outlined in Appendix D.

7.2.3 CLEC Dedicated Transport consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements that are dependent on bandwidth.

7.2.4 Interoffice Dedicated Transport is the Dedicated Transport facility connecting two SPECTRA Serving Wire Centers (SWCs). Interoffice Dedicated Transport excludes the facilities between the Serving Wire Center (SWC) and the Customer Designated Location (CDL). Interoffice Dedicated Transport is a dedicated UNE that has no switching components. Interoffice Dedicated Transport can be purchased at the bandwidth levels of DSO, DS1, or DS3 at rates outlined in Appendix D.

7.2.5 The price of the Interoffice Dedicated Transport UNE varies with the bandwidth purchased and consists of a non-recurring charge and monthly recurring (non-

usage sensitive) billable elements. The components are Transport Facility per ALM (monthly recurring), and Transport Termination (per end, monthly recurring). CHARITON VALLEY TELECOM may also require that the Dedicated Transport element ordered be conditioned with DS1 Clear Channel Capability. The price for DS1 Clear Channel Capability shall be the applicable charge as provided in Appendix D, if available, or the appropriate SPECTRA intrastate special access tariff.

8. SS7 Transport and Signaling.

SS7 signaling and transport services in support of CHARITON VALLEY TELECOM's local exchange services shall be provided in accordance with the terms and conditions of a separately executed agreement, specifically for SS7 signaling and transport services.

8.1 SPECTRA will provide interconnection with its SS7 network at the STPs but not at other points.

9. Bona Fide Request Process.

9.1 Intent.

The BFR process is intended to be used when CHARITON VALLEY TELECOM requests certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.

9.2 Process.

9.2.1 A BFR shall be submitted in writing by CHARITON VALLEY TELECOM and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that SPECTRA has sufficient information to analyze and prepare a response.

9.2.2 CHARITON VALLEY TELECOM may cancel a BFR in writing at any time prior to CHARITON VALLEY TELECOM and SPECTRA agreeing to price and availability. SPECTRA will then cease analysis of the request.

9.2.3 Within five (5) Business Days of its receipt, SPECTRA shall acknowledge in writing the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.

9.2.4 Except under extraordinary circumstances, within thirty (30) Business Days of its receipt of a BFR, SPECTRA shall provide a proposed price and availability date, or it will provide an explanation as to why SPECTRA elects not to meet CHARITON VALLEY TELECOM's request. If extraordinary circumstances prevail, SPECTRA will inform CHARITON VALLEY TELECOM as soon as it realizes that it cannot meet the thirty (30)-Business Day response due date. CHARITON VALLEY TELECOM and SPECTRA will then determine a mutually agreeable date for receipt of the request.

9.2.5 Unless CHARITON VALLEY TELECOM agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by CHARITON VALLEY TELECOM, in accordance with the applicable provisions of the Agreement.

9.2.6 Upon affirmative response from SPECTRA, CHARITON VALLEY TELECOM will submit in writing its acceptance or rejection of SPECTRA's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request SPECTRA agrees to meet, the Dispute resolution procedures described in Article III herein may be used by a Party to reach a resolution.

ARTICLE VIII

ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Misdirected Calls.

The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):

1.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.

1.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end-user the correct contact number.

1.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end-users or to market services.

2. 911/E-911 Arrangements.

2.1 Description of Service.

CHARITON VALLEY TELECOM will install from each of its central offices a minimum of two (2) dedicated trunks to SPECTRA's 911/E-911 selective routers (i.e., 911 tandem offices) that serve the areas in which CHARITON VALLEY TELECOM provides Exchange Services, for the provision of 911/E-911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface in which all circuits are dedicated to 9-1-1 traffic. Either configuration shall use CAMA type signaling with multi-frequency (MF) tones that will deliver ANI with the voice portion of the call. SPECTRA will provide CHARITON VALLEY TELECOM with the appropriate CLLI (Common Language Location Identifier) Codes and specifications of the tandem office serving area or the location of the primary Public Safety Answering Point (PSAP) when there is no 911 routing in that 911 district. If a CHARITON VALLEY TELECOM central office serves end-users in an area served by more than one (1) SPECTRA 911/E-911 selective router, CHARITON VALLEY TELECOM will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E-911 selective routers or primary PSAP.

2.2 Transport.

If CHARITON VALLEY TELECOM desires to obtain transport from SPECTRA to the SPECTRA 911 selective routers, CHARITON VALLEY TELECOM may purchase such transport from SPECTRA at the rates set forth in Appendix E .

2.3 Cooperation and Level of Performance.

The Parties agree to provide access to 911/E-911 in a manner that is transparent to the end-user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of CHARITON VALLEY TELECOM's systems to the 911/E-911 platforms, with a level of performance that will provide the same grade of service as that which SPECTRA provides to its own end-users. To this end, SPECTRA will provide

documentation to CHARITON VALLEY TELECOM showing the correlation of its rate centers to its E-911 tandems at rates set forth in Appendix E.

2.4 Basic 911 and E-911 General Requirements:

2.4.1 Basic 911 and E-911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).

2.4.2 Where SPECTRA has a 911 selective router installed in the network serving the 911 district, SPECTRA shall use subscriber data derived from the Automatic Location Identification/Database Management System (ALI/DMS) to selectively route the 911 call to the PSAP responsible for the caller's location.

2.4.3 All requirements for E-911 also apply to the use of SS7 as a type of signaling used on the interconnection trunks from the local switch to an end office or a selective router.

2.4.4 Basic 911 and E-911 functions provided to CHARITON VALLEY TELECOM shall be at least at parity with the support and services that SPECTRA provides to its subscribers for such similar functionality.

2.4.5 Basic 911 and E-911 access from Local Switching shall be provided to CHARITON VALLEY TELECOM in accordance with the following:

2.4.5.1 SPECTRA and CHARITON VALLEY TELECOM shall conform to all state regulations concerning emergency services.

2.4.5.2 For E-911, both CHARITON VALLEY TELECOM and SPECTRA shall use their respective service order processes to update access line subscriber data for transmission to the database management systems. Validation will be done via MSAG comparison listed in Section 2.4.5.5.

2.4.5.3 If legally required by the appropriate jurisdiction, SPECTRA shall provide or overflow 911 traffic to be routed to SPECTRA operator services or, at CHARITON VALLEY TELECOM's discretion, directly to CHARITON VALLEY TELECOM operator services.

2.4.5.4 Basic 911 and E-911 access from the CHARITON VALLEY TELECOM local switch shall be provided from SPECTRA to CHARITON VALLEY TELECOM in accordance with the following:

2.4.5.4.1 If required by CHARITON VALLEY TELECOM and Currently Available, SPECTRA shall interconnect direct trunks from the CHARITON VALLEY TELECOM network to the E-911 PSAP, or to the E-911 selective routers as designated by CHARITON VALLEY TELECOM. Such trunks may alternatively be provided by CHARITON VALLEY TELECOM.

2.4.5.4.2 In government jurisdictions where SPECTRA has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "lead telco"), CHARITON VALLEY TELECOM shall participate in the provision of the 911 System as follows:

2.4.5.4.2.1 Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.

2.4.5.4.2.2 CHARITON VALLEY TELECOM and SPECTRA recognize that the lead telco in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its access line subscriber records to the database organization of that lead telco. CHARITON VALLEY TELECOM and SPECTRA will be responsible for correcting errors when notified by either the 911 district or its customer, and then submitting the corrections to the lead telco. Lead telco database responsibilities are covered in Section 2.4.5.5 of this Article.

2.4.5.4.2.3 CHARITON VALLEY TELECOM shall have the right to verify the accuracy of information regarding CHARITON VALLEY TELECOM customers in the ALI database using methods and procedures mutually agreed to by the Parties. The fee for this service shall be determined based upon the agreed upon solution.

2.4.5.4.3 If a third party is the primary service provider to a 911 district, CHARITON VALLEY TELECOM shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and CHARITON VALLEY TELECOM are totally separate from this Agreement and SPECTRA makes no representations on behalf of the third party.

2.4.5.4.4 If CHARITON VALLEY TELECOM or Affiliate is the primary service provider to a 911 district, CHARITON VALLEY TELECOM and SPECTRA shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

2.4.5.4.5 Interconnection and database access shall be at rates as set forth in Appendix E.

2.4.5.4.6 SPECTRA shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

2.4.5.4.7 In a resale situation, where it may be appropriate for SPECTRA to update the ALI database, SPECTRA shall update such database with CHARITON VALLEY TELECOM data in an interval no less than is experienced by SPECTRA subscribers, or than for other carriers, whichever is faster, at no additional cost.

2.4.5.5 The following are Basic 911 and E-911 Database Requirements:

2.4.5.5.1 The ALI database shall be managed by SPECTRA, but is the property of SPECTRA and any participating LEC or CHARITON VALLEY TELECOM which provides their records to SPECTRA.

2.4.5.5.2 Copies of the MSAG shall be provided within five (5) Business Days after the date the request is received and provided on diskette or paper copy at the rates set forth in Appendix E.

2.4.5.5.3 CHARITON VALLEY TELECOM shall be solely responsible for providing CHARITON VALLEY TELECOM database records to SPECTRA for inclusion in SPECTRA's ALI database on a timely basis.

2.4.5.5.4 SPECTRA and CHARITON VALLEY TELECOM shall arrange for the automated input and periodic updating of the E-911 database information related to CHARITON VALLEY TELECOM end-users. SPECTRA shall work cooperatively with CHARITON VALLEY TELECOM to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). SPECTRA shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.

2.4.5.5.5 CHARITON VALLEY TELECOM shall assign an E-911 database coordinator charged with the responsibility of forwarding CHARITON VALLEY TELECOM end-user ALI record information to SPECTRA or via a third-party entity, charged with the responsibility of ALI record transfer. CHARITON VALLEY TELECOM assumes all responsibility for the accuracy of the data that CHARITON VALLEY TELECOM provides to SPECTRA.

2.4.5.5.6 SPECTRA shall update the database within one (1) Business Day of receiving the data from CHARITON VALLEY TELECOM. If SPECTRA detects an error in the CHARITON VALLEY TELECOM provided data, the data shall be returned to CHARITON VALLEY TELECOM within one day from when it was provided to SPECTRA. CHARITON VALLEY TELECOM shall respond to requests from SPECTRA to make corrections to database record errors by uploading corrected records within one day. Manual entry shall be allowed only in the event that the system is not functioning properly.

2.4.5.5.7 SPECTRA agrees to treat all data on CHARITON VALLEY TELECOM subscribers provided under this Agreement as strictly confidential and to use data on CHARITON VALLEY TELECOM subscribers only for the purpose of providing E-911 services.

2.4.5.5.8 SPECTRA shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from CHARITON VALLEY TELECOM. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for CHARITON VALLEY TELECOM is "_____"; the NENA Carrier Code for SPECTRA is "CTLMO."

2.4.5.6 SPECTRA and CHARITON VALLEY TELECOM will comply with the following requirements for network performance, maintenance and trouble notification.

2.4.5.6.1 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual trunk level. Monitoring shall be conducted by SPECTRA for trunks between the selective router and all associated PSAPs.

2.4.5.6.2 Repair service shall begin immediately upon report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.

2.4.5.6.3 SPECTRA shall notify CHARITON VALLEY TELECOM forty-eight (48) hours in advance of any scheduled testing or maintenance affecting CHARITON VALLEY TELECOM 911 service. SPECTRA shall provide notification as soon as possible of any unscheduled outage affecting CHARITON VALLEY TELECOM 911 service.

2.4.5.6.4 All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

2.4.5.7 Basic 911 and E-911 Additional Requirements

2.4.5.7.1 CHARITON VALLEY TELECOM and SPECTRA shall be responsible for reporting all errors, defects and malfunctions to one another. SPECTRA and CHARITON VALLEY TELECOM shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

2.4.5.7.2 CHARITON VALLEY TELECOM may enter into subcontracts with third parties, including CHARITON VALLEY TELECOM Affiliates, for the performance of any of CHARITON VALLEY TELECOM's duties and obligations stated herein.

2.4.5.7.3 Where SPECTRA is the lead telco, SPECTRA shall provide CHARITON VALLEY TELECOM with notification of any pending selective router moves within at least ninety (90) days in advance.

2.4.5.7.4 Where SPECTRA is the lead telco, SPECTRA shall establish a process for the management of Numbering Plan Area (NPA) splits by populating the ALI database with the appropriate new NPA codes.

2.4.5.7.5 Where SPECTRA is the lead telco, SPECTRA shall provide the ability for CHARITON VALLEY TELECOM to update 911 database with end-user information for lines that have been ported via INP or LNP.

2.4.6 Basic 911 and E-911 Information Exchanges and interfaces. Where SPECTRA is the lead telco:

2.4.6.1 SPECTRA shall provide CHARITON VALLEY TELECOM access to the ALI Gateway that interfaces to the ALI/DMS database. SPECTRA shall provide error reports from the ALI/DMS database to CHARITON VALLEY TELECOM within one (1) day after CHARITON VALLEY TELECOM inputs information into the ALI/DMS database. Alternately, CHARITON VALLEY TELECOM may utilize SPECTRA or a third-party entity to enter subscriber information into the database on a demand basis, and validate subscriber information on a demand basis. The rates are set forth in Appendix E.

2.4.6.2 SPECTRA and CHARITON VALLEY TELECOM shall arrange for the automated input and periodic updating of the E-911 database information related to CHARITON VALLEY TELECOM end-users. SPECTRA shall work cooperatively with CHARITON VALLEY TELECOM to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). SPECTRA shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.

2.4.6.3 Updates to MSAG. Upon receipt of an error recording a CHARITON VALLEY TELECOM subscriber's address from SPECTRA, and where SPECTRA is the lead telco, it shall be the responsibility of CHARITON VALLEY TELECOM to ensure that the address of each of its end-users is included in the Master Street Address Guide (MSAG) via information provided on CHARITON VALLEY TELECOM's LSR or via a separate feed established by CHARITON VALLEY TELECOM pursuant to Section 2.4.5.7 of this Article.

2.4.6.4 The ALI database shall be managed by SPECTRA, but is the property of SPECTRA and all participating telephone companies. The interface between the E-911 Switch or Tandem and the ALI/DMS database for CHARITON VALLEY TELECOM subscriber shall meet industry standards.

2.5 Compensation.

2.5.1 In situations in which SPECTRA is responsible for maintenance of the 911/E-911 database and can be compensated for maintaining CHARITON VALLEY TELECOM's information by the municipality, SPECTRA will seek such compensation from the municipality. CHARITON VALLEY TELECOM will compensate SPECTRA for such maintenance of the 911/E-911 database only if

and to the extent that SPECTRA is unable to obtain such compensation from the municipality. SPECTRA shall charge CHARITON VALLEY TELECOM a portion of the cost of the shared 911/E-911 selective router as set forth in Appendix E.

2.5.2 For states where SPECTRA bills and keeps the 9-1-1 surcharges, CHARITON VALLEY TELECOM will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to SPECTRA. Payments to SPECTRA are due within thirty (30) days of CHARITON VALLEY TELECOM's payment due date from its access line subscribers and will be identified as "9-1-1 Surcharge Payment for the month of (list appropriate month)" as a separate line item in the remittance documentation.

2.5.3 For all states where SPECTRA bills and remits the 9-1-1 surcharges, less an administrative fee of one to three percent, to the 9-1-1 district, CHARITON VALLEY TELECOM will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to that government agency. SPECTRA will have no responsibility in billing or remitting surcharges that apply to CHARITON VALLEY TELECOM's access line subscribers.

2.5.4 Should the 9-1-1 surcharge fee change, SPECTRA will promptly inform CHARITON VALLEY TELECOM of that change so that CHARITON VALLEY TELECOM may conform to the new rate(s).

2.6 Liability.

SPECTRA will not be liable for errors with respect to 911/E-911 services except for its gross negligence as addressed in applicable tariffs.

3. Information Services Traffic.

3.1 Routing.

Each Party shall route traffic for Information Services (i.e., 900-976, Internet, weather lines, sports providers, etc.) which originates on its network to the appropriate Information Service Platform.

3.2 Billing and Collection and Information Service Provider (ISP) Remuneration.

3.2.1 In the event SPECTRA performs switching of ISP traffic associated with resale or unbundled ports for CHARITON VALLEY TELECOM, SPECTRA shall provide to CHARITON VALLEY TELECOM the same call detail records that SPECTRA records for its own end-users, so as to allow CHARITON VALLEY TELECOM to bill its end-users. SPECTRA shall not be responsible or liable to CHARITON VALLEY TELECOM or ISP for Billing and Collection and/or any receivables of Information Service Providers.

3.2.2 Notwithstanding and in addition to Article III, Section 28, SPECTRA shall be indemnified and held harmless by CHARITON VALLEY TELECOM from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation and court cost which may arise as a result of the provisions contained in this Article VIII, Section 3.2 supra. The indemnity contained in this section shall survive the termination of this Agreement, for whatever reason.

3.2.3 SPECTRA agrees to notify CHARITON VALLEY TELECOM in writing within ten (10) Business Days, by registered or certified mail at the address specified in

Article III, Section 31, of any claim made against SPECTRA on the obligations indemnified against pursuant to this Article VIII, Section 4.

3.2.4 It is understood and agreed that the indemnity provided for in this Article VIII, Section 3 is to be interpreted and enforced so as to provide indemnification of liability to SPECTRA to the fullest extent now or hereafter permitted by law.

3.3 900-976 Call Blocking.

SPECTRA shall not unilaterally block 900-976 traffic in which SPECTRA performs switching associated with resale or UNEs. SPECTRA will block 900-976 traffic when requested to do so, in writing, by CHARITON VALLEY TELECOM. CHARITON VALLEY TELECOM shall be responsible for all costs associated with the 900-976 call blocking request. SPECTRA reserves the right to block any and all calls which may harm or damage its network.

3.4 Miscellaneous.

SPECTRA reserves the right to provide to any Information Service Provider a list of any and all Telecommunications Providers doing business with SPECTRA.

4. Telephone Relay Service.

Local and intraLATA Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. With respect to resold services, CHARITON VALLEY TELECOM's end-users will have access to the state authorized TRS provider to the extent required by the Commission, including any applicable compensation surcharges.

5. Directory Listings and Directory Distribution.

CHARITON VALLEY TELECOM will be required to negotiate a separate agreement for directory listings and directory distribution with CenturyTel's publication company.

6. Busy Line Verification and Busy Line Verification Interrupt.

Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end-users. Each Party shall route BLV and BLVI inquiries over separate inward OS trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end-user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in the respective tariffs.

7. Street Address Guide (SAG).

SPECTRA will provide to CHARITON VALLEY TELECOM upon request the Street Address Guide at a reasonable charge. Two companion files will be provided with the SAG that lists all services and features at all end offices, and lists services and features that are available in a specific end office.

8. Dialing Format Changes.

SPECTRA will provide reasonable notification to CHARITON VALLEY TELECOM of changes to local dialing format, *i.e.*, 7 to 10 digit, by end office.

ARTICLE IX

COLLOCATION

1. Physical Collocation.

SPECTRA will provide collocation for purposes of interconnection or access to UNEs pursuant to the terms and conditions as provided herein and in accordance with SPECTRA's standard policies and procedures. SPECTRA shall provide to CHARITON VALLEY TELECOM physical collocation of equipment pursuant to 47 CFR §51.323 necessary for interconnection or for access to UNEs. SPECTRA may in some cases deny a particular collocation request entirely if SPECTRA demonstrates that physical collocation is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. SPECTRA will work with CHARITON VALLEY TELECOM to install collocation arrangements within 120 calendar days absent extenuating circumstances.

1.1 Space Planning.

In addition to such provisions for space planning and reservation as provided herein and in accordance with SPECTRA's standard policies and procedures, the parties agree to the following terms and conditions.

1.1.2 SPECTRA has the right to reserve space within its central offices for its own use based on a 5-year planning horizon.

1.1.3 SPECTRA will notify CHARITON VALLEY TELECOM if it plans to build an addition to a central office where CHARITON VALLEY TELECOM has collocated facilities, if such addition would result in a material increase of space available for collocation.

1.1.4 Should CHARITON VALLEY TELECOM submit to SPECTRA a two-year forecast for space planning for collocated facilities in a central office, SPECTRA will, in good faith, consider and discuss such forecast with CHARITON VALLEY TELECOM when considering space planning or utilization decisions for such central office; provided, however that any final space planning or utilization decision shall be made by SPECTRA in its sole discretion in light of SPECTRA requirements.

1.1.5 Subject to technical feasibility and space limitations, SPECTRA will make available as provided herein and in accordance with SPECTRA's standard policies and procedures such intraoffice facilities as may be necessary to accommodate projected volumes of CHARITON VALLEY TELECOM traffic.

1.2 Connection to Customer Loops and Ports.

Facilities for cross-connection to unbundled loops and ports as provided herein and in accordance with SPECTRA's standard policies and procedures for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such cross-connection is filed.

1.3 Connection to Other Collocated Carriers.

Subject to technical feasibility and space limitations, CHARITON VALLEY TELECOM may interconnect with other carriers collocated at a SPECTRA central office at which CHARITON VALLEY TELECOM has collocated facilities; provided, however, that

CHARITON VALLEY TELECOM and such other carriers must be collocated at the SPECTRA central office for the primary purpose of interconnecting with SPECTRA or accessing SPECTRA's UNEs. If CHARITON VALLEY TELECOM wants to interconnect with other carriers collocated at a SPECTRA central office, CHARITON VALLEY TELECOM must provide SPECTRA with thirty Business Days' prior written notice, during which time SPECTRA may elect to provide the facilities necessary to accomplish such interconnection. CHARITON VALLEY TELECOM and the other collocated carriers may provide the necessary interconnection facilities only if SPECTRA elects not to provide such facilities or fails to so elect within the thirty day notice period. If SPECTRA elects to provide interconnection facilities under this section, SPECTRA will provide this cross connection as provided herein and in accordance with SPECTRA's standard policies and procedures for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such interconnection facilities is filed.

1.4 Choice of Vendor.

CHARITON VALLEY TELECOM may use the vendor of its choice to install, maintain and repair equipment within CHARITON VALLEY TELECOM's collocated space. Access by the employees, agents or contractors of such vendor shall be subject to the same restrictions on access by employees, agents or contractors of CHARITON VALLEY TELECOM imposed as provided herein and in accordance with SPECTRA's standard policies and procedures, including but not limited to certification and approval by SPECTRA.

1.5 Monitoring.

Subject to technical feasibility and space limitations, CHARITON VALLEY TELECOM may extend its own facilities for remote monitoring of its collocated equipment to its collocated space. CHARITON VALLEY TELECOM may request that SPECTRA provide the facilities necessary for such remote monitoring, at which time SPECTRA and CHARITON VALLEY TELECOM will negotiate in good faith the price, terms and conditions of remote monitoring by SPECTRA.

1.6 Phone Service.

Upon ordering collocated space, CHARITON VALLEY TELECOM may order that its collocation cage be provided with plain old telephone service (POTS) commencing at such time as SPECTRA has completed construction of the collocated space. CHARITON VALLEY TELECOM shall pay separately for any ordered POTS service.

1.7 Intraoffice Diversity.

At CHARITON VALLEY TELECOM's request, SPECTRA will provide diversity for ingress/egress fiber and power cables where such diversity is available and subject to technical feasibility and space limitations.

1.8 CHARITON VALLEY TELECOM Proprietary Information.

SPECTRA will protect all CHARITON VALLEY TELECOM proprietary information to the extent required under non-disclosure agreements existing as of the date SPECTRA completes construction of a physical collocation space at CHARITON VALLEY TELECOM's request.

1.9 Notification of Modifications.

SPECTRA will notify CHARITON VALLEY TELECOM of modifications to collocation space as provided herein and in accordance with SPECTRA's standard policies and

procedures. Additionally, SPECTRA shall notify CHARITON VALLEY TELECOM when major upgrades are made to the power plants supporting CHARITON VALLEY TELECOM's collocation space. The following shall constitute such major upgrades:

(a) replacement of a rectifier;

(b) addition or replacement of a new fusing module;

(c) addition or replacement of a power distribution unit frame; or

(d) addition or replacement of modular rectifiers.

1.10 Drawings.

When CHARITON VALLEY TELECOM orders collocated space, SPECTRA and CHARITON VALLEY TELECOM will hold a SPECTRA/Customer meeting as provided herein and in accordance with SPECTRA's standard policies and procedures. At such meeting, SPECTRA will provide such drawings of SPECTRA's central office facility as may be necessary to adequately depict CHARITON VALLEY TELECOM's proposed collocation space.

1.11 Construction of Space.

SPECTRA will construct CHARITON VALLEY TELECOM's collocation space as provided herein and in accordance with SPECTRA's standard policies and procedures. Additionally, SPECTRA agrees to the following terms and conditions regarding construction of collocated space:

1.11.1 Space will be constructed in 100 square foot increments, and shall be designed so as to prevent unauthorized access.

1.11.2 A standard 100 square foot cage shall have the following standard features:

(a) eight-foot high, nine gauge chain link panels;

(b) three of the panels listed at (a) above shall measure eight by ten feet, the fourth panel shall measure eight by seven feet;

(c) the door to the cage shall measure eight by three feet and shall also consist of nine gauge chain link;

(d) the cage shall be provided with one padlock set, with SPECTRA retaining one master key;

(e) one AC electrical outlet;

(f) one charger circuit system;

(g) one electrical sub-panel;

(h) such additional lighting as may be necessary;

(i) one fire detection requirement evaluation;

(j) grounding for the cage consistent with COEI.

1.11.3 Modifications to the standard configuration set forth in Section 1.11.2 can be made on an individual case basis. If modifications are agreed upon and made by the Parties, SPECTRA will work with CHARITON VALLEY TELECOM to implement such additional modifications as may be necessary to ensure that CHARITON VALLEY TELECOM's collocated space is protected from unauthorized access.

1.11.4 At such time as construction of CHARITON VALLEY TELECOM's collocation space is approximately 50 percent completed, SPECTRA will give CHARITON VALLEY TELECOM notification, and such notification shall include scheduled completion and turnover dates.

1.11.5 Upon completion of construction of collocated space, SPECTRA will conduct a walk through of the collocated space with CHARITON VALLEY TELECOM. Should CHARITON VALLEY TELECOM note any deviations from the plan agreed upon by SPECTRA and CHARITON VALLEY TELECOM at the customer meeting, and if such deviations were not requested by CHARITON VALLEY TELECOM or not required by law, SPECTRA shall correct such deviations at its own expense within five (5) Business Days.

1.12 Connection Equipment.

CHARITON VALLEY TELECOM may provision equipment for the connection of CHARITON VALLEY TELECOM termination equipment to SPECTRA equipment using either of the following methods:

1.12.1 CHARITON VALLEY TELECOM may extend an electrical or optical cable from the terminal within CHARITON VALLEY TELECOM's collocation cage and terminate that cable at SPECTRA's network.

1.12.2 CHARITON VALLEY TELECOM may install a patch panel within its collocation cage and then hand the cabling to SPECTRA to extend to and have SPECTRA terminate that cable at SPECTRA's network.

1.13 Access to CHARITON VALLEY TELECOM Collocation Space.

The terms and conditions of access to CHARITON VALLEY TELECOM's collocation space shall be as provided herein and in accordance with SPECTRA's standard policies and procedures. Additionally, SPECTRA agrees that the following terms and conditions shall apply to access:

1.13.1 SPECTRA shall implement adequate measures to control access to collocation cages.

1.13.2 Collocation space shall comply with all applicable fire and safety codes.

1.13.3 Doors with removable hinges or inadequate strength shall be monitored by an alarm connected to a manned site. All other alarms monitoring CHARITON VALLEY TELECOM collocation space provided by SPECTRA shall also be connected to a manned site. CHARITON VALLEY TELECOM may, at its option, provide its own intrusion alarms for its collocated space.

1.13.4 SPECTRA shall control janitorial access to collocation cages, and restrict such access to approved and certified employees, agents or contractors.

1.13.5 SPECTRA shall establish procedures for access to collocation cages by SPECTRA and non-SPECTRA emergency personnel, and shall not allow access by security guards unless such access comports with this section and is otherwise allowed as provided herein and in accordance with SPECTRA's standard policies and procedures.

1.13.6 SPECTRA shall retain a master key to CHARITON VALLEY TELECOM's collocation space for use only in event of emergency as provided herein and in accordance with SPECTRA's standard policies and procedures. At CHARITON VALLEY TELECOM's option, the Parties shall review key control procedures no more frequently than once in any twelve month period. At any time, CHARITON VALLEY TELECOM may elect to change keys if it suspects key control has been lost, provided, however, that SPECTRA will be provided with a master key in accord with this section.

1.13.7 Not more frequently than once a year, CHARITON VALLEY TELECOM may audit the security and access procedures and equipment applicable to its collocated space and the central office housing the collocation space. Access by personnel necessary to conduct such an audit shall be limited as provided herein and in accordance with SPECTRA's standard policies and procedures. Should CHARITON VALLEY TELECOM identify deficiencies in security and access procedures and equipment as a result of such audit, the cost, terms and conditions of the correction of such deficiencies shall be negotiated in good faith between the parties.

ARTICLE X

ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

To the extent required by the Act, SPECTRA and CHARITON VALLEY TELECOM shall each afford to the other access to the poles, ducts, conduits and ROWs it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements. Accordingly, if SPECTRA and CHARITON VALLEY TELECOM desire access to the other Party's poles, ducts, or ROWs, SPECTRA and CHARITON VALLEY TELECOM shall execute pole attachment and conduit occupancy agreements. CHARITON VALLEY TELECOM agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any attachments to SPECTRA facilities or uses SPECTRA's conduit according to the terms of this Agreement. Unauthorized attachments or unauthorized use of conduit will be a breach of this agreement.

ARTICLE XI

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective upon approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be established by the Commission approval order.

SPECTRA COMMUNICATIONS GROUP, LLC

By _____

Name Jeffrey S. Glover

Title Vice President of External Relations

Date August 30, 2002

CHARITON VALLEY TELECOM CORPORATION

By _____

Name James A. Simon

Title Assistant General Manager

Date Sept. 5, 2002

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APPENDIX A

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A are the rates as defined in Article V and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine SPECTRA's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered SPECTRA costs), or any appeal or other litigation.

Each Party will bill the other Party as appropriate:

A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is **$0.00164712.**

B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is **$0.0015000.**

C. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is **$0.00000361.**

D. The Common Transport Termination element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is **$0.0000971.**

E. The Tandem Transiting Charge is comprised of the following rate elements:

Tandem Switching:	=	**$0.0015000**
Tandem Transport (10 mile average): 10 x $0.0000039	=	**$0.00003610**
Transport Termination (2 Terminations): 2 x $0.0000971	=	**$0.0001942**
Transiting Charge:	=	**$0.0021231**

F. Initial Factors:

1.	PLU	95%
2.	Initial Proportionate Share Factor	50%
3.	Exempt Factor	**5%**

APPENDIX B

RATES AND CHARGES FOR NUMBER PORTABILITY

General. The rates contained in this Appendix B are as defined in Article V, Section 7, and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine SPECTRA's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered SPECTRA's costs), or any appeal or other litigation.

Interim Number Portability

Remote Call Forwarding	$ 3.70 line/month
Simultaneous Call Capability	$ 5.70 path/month

Non-Recurring Charges (NRCs) for Interim and Local Number Portability

Pre-ordering

CLEC Account Establishment Per CLEC	$ 273.09

Ordering and Provisioning

Initial Service Order	$ 41.58
Subsequent Service Order	$ 29.73
Manual Ordering Charge	$ 12.17

Custom Handling)

Service Order Expedite	$ 12.59
Coordinated Conversion	$ 17.76
Hot Coordinated Conversion First Hour	$ 30.55
Hot Coordinated Conversion Per Additional Quarter Hour	$ 6.40

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that CHARITON VALLEY TELECOM orders any service from this Agreement.

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR) if not apart of an Unbundled Network Element (UNE) ISO.

Subsequent Service Order applies per LSR for modifications to an existing LNP service.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if CHARITON VALLEY TELECOM requests service prior to the standard due date intervals and if not a part of a UNE Expedite.

Coordinated Conversion applies if CHARITON VALLEY TELECOM requests notification and coordination of service cut-over prior to the service becoming effective and if not a part of a UNE Coordinated Conversion.

Hot Coordinated Conversion First Hour applies if CHARITON VALLEY TELECOM requests real-time coordination of a service cut-over that takes one hour or less, and if not a part of a UNE Hot Coordinated Conversion First Hour.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour, and if not a part of a UNE Hot Coordinated Conversion Per Additional Quarter Hour.

In addition, as defined in Article V, Section 3.2.3, the Party providing the ported number will pay the other Party the following rate per line per month for each ported business line and the rate per line per month for each ported residential line for the sharing of Access Charges on calls to ported numbers.

Business Rate Per Line Per Month:	$ 7.09
Residential Rate Per Line Per Month:	$ 4.78

APPENDIX C

SERVICES AVAILABLE FOR RESALE

General. The rates for resold services described in Article VI, Section 5.2 are based upon an avoided cost discount from SPECTRA's retail rates as provided in Article VI, Section 5.3 of the Agreement. The avoided cost discount is based upon SPECTRA's most current available cost studies and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine SPECTRA's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered SPECTRA's costs), or any appeal or other litigation.

The Avoided Cost Discount for all services is 12.4%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	$ 273.09
Customer Record Search Per Account	$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	$ 311.98
Engineered Initial Service Order - As Specified	$ 123.84
Engineered Subsequent Service Order	$ 59.61
Non-Engineered Initial Service Order - New Service	$ 42.50
Non-Engineered Initial Service Order - Changeover	$ 21.62
Non-Engineered Initial Service Order - As Specified	$ 82.13
Non-Engineered Subsequent Service Order	$ 19.55
Central Office Connect	$ 12.21
Outside Facility Connect	$ 68.30
Manual Ordering Charge	$ 12.17

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NCRs.

Custom Handling

Service Order Expedite:	
Engineered	$ 35.48
Non-Engineered	$ 12.59

Coordinated Conversions:

ISO	$ 17.76
Central Office Connection	$ 10.71
Outside Facility Connection	$ 9.59
Hot Coordinated Conversion First Hour:	
ISO	$ 30.55
Central Office Connection	$ 42.83
Outside Facility Connection	$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:	
ISO	$ 4.88
Central Office Connection	$ 9.43
Outside Facility Connection	$ 8.37

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that CHARITON VALLEY TELECOM orders any service from this Agreement.

Customer Record Search applies when CHARITON VALLEY TELECOM requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from SPECTRA to CHARITON VALLEY TELECOM. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from SPECTRA to CHARITON VALLEY TELECOM. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if CHARITON VALLEY TELECOM requests service prior to the standard due date intervals.

Coordinated Conversion applies if CHARITON VALLEY TELECOM requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if CHARITON VALLEY TELECOM requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

APPENDIX D

PRICES FOR UNBUNDLED NETWORK ELEMENTS

General. The rates contained in this Appendix D are the rates as defined in Article VII and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine SPECTRA's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered SPECTRA costs), or any appeal or other litigation. SPECTRA will offer unbundled loops and ports under the following conditions:

Loop Elements

2 Wire Analog Loop (inclusive of NID)	$ 22.00
4 Wire Analog Loop (inclusive of NID)	$ 34.50
2 Wire Digital Loop (inclusive of NID)	$ 22.00
4 Wire Digital Loop (inclusive of NID)	$ 34.50
DS-1 Loop	$ 160.31
DS-3 Loop	$2,584.44
Type C Conditioning	$ 1.50
Type C Improved Conditioning	$ 30.00
Type DA Conditioning	$ 2.00
Mid-Span Repeaters	$ 74.56

Network Interface Device (leased separately)

Basic NID	$ .70
Complex (12 x) NID	$ 1.10

Port and Switching Elements

Ports	
Basic Analog Line Side Port	$ 3.70
Coin Line Side Port	$ 10.19
ISDN BRI Digital Line Side Port	$ 22.39
DS-1 Digital Trunk Side Port	$ 101.80
ISDN PRI Digital Trunk Side Port	$ 227.19
Usage Charges (must purchase Port)	
Local Central Office Switching	$0.0063158
Shared Transport	
Transport Termination	$0.0000971
Transport Facility per mile	$0.0000039
Tandem Switching	$0.0018899

Transport Elements

CLEC Dedicated Transport

CDT 2 Wire	$ 30.28
CDT 4 Wire	$ 49.50
CDT DS1	$ 300.00
CDT DS3 (Optical Interface)	$1,312.50
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	$ 4.50
IDT DS0 Transport Termination	$ 5.52
IDT DS1 Transport Facility per ALM	$ 7.50
IDT DS1 Transport Termination	$ 34.25
IDT DS3 Transport Facility per ALM	$ 34.25
IDT DS3 Transport Termination	$ 325.00
Multiplexing	
DS1 to Voice Multiplexing	$ 205.00
DS3 to DS1 Multiplexing	$ 325.00
Ancillary	
DS3 Electrical Interface	$1,750.50
Conditioning	
DS1 Clear Channel Capability	$ 24.00
Type C Conditioning	$ 1.50
Type C Improved Conditioning	$ 30.00
Type DA Conditioning	$ 2.00
Databases and Signaling Systems	
Signaling Links and STP	
56 Kbps Links	TBD
DS-1 Link	TBD
Signal Transfer Point (STP) Port Term	TBD

Non-Recurring Charges (NRCs) for Unbundled Services

Pre-ordering	
CLEC Account Establishment Per CLEC	$ 273.09
Customer Record Search	$ 11.69
Ordering and Provisioning	
Loop:	
Initial Service Order (ISO)	$ 47.25
Transfer of Service Charges, per order	$ 16.00
Subsequent Service Order, per order	$ 24.00
Customer Service Record Research, per request	$ 5.25
Installation, Unbundled Loop, per loop	$ 11.00
Loop Facility Charge, per order	$ 64.00
Type C Conditioning	$ 200.00
Type C Improved Conditioning	$ 200.00

Type DA Conditioning	$ 200.00
NID:	
ISO	$ 33.38
Outside Facility Connection	$ 42.69
Port:	
Initial Service Order (ISO)	$ 47.25
Transfer of Service Charges, per order	$ 16.00
Subsequent Service Order, per order	$ 24.00
Customer Service Record Research, per request	$ 5.25
Installation, Unbundled Port, per port	$ 11.00
Transport:	
ISO	$ 121.95
Subsequent Service Order	$ 117.12
Design Charge	$ 27.00
CDT 2 Wire Connection	$ 200.00
CDT 4 Wire Connection	$ 200.00
CDT DS1 Wire Connection	$ 450.00
CDT DS3 Wire Connection	$ 675.00
DS1 to Voice Multiplex	$ 800.00
DS3 to DS1 Multiplex	$ 450.00
DS1 to Clear Channel Capacity	$ 90.00
Type C Conditioning	$ 200.00
Type C Improved Conditioning	$ 200.00
Type DA Conditioning	$ 200.00
Manual Ordering Charge	$ 12.17
Custom Handling	
Service Order Expedite:	
Engineered Loop LSRs	$ 35.48
All Other LSRs	$ 12.59
Coordinated Conversions:	
ISO	$ 17.76
Central Office Connection	$ 10.71
Outside Facility Connection	$ 9.59
Hot Coordinated Conversion First Hour:	
ISO	$ 30.55
Central Office Connection	$ 42.83
Outside Facility Connection	$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:	

ISO	$	6.40
Central Office Connection	$	10.71
Outside Facility Connection	$	9.59

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that CHARITON VALLEY TELECOM orders any service from this Agreement.

Customer Record Search applies when CHARITON VALLEY TELECOM requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR).

Subsequent Service Order applies per LSR or Access Service Record (ASR) for modifications to an existing Port or Transport service.

Engineered ISO applies per LSR when engineering work activity is required to complete the order.

Non-Engineered ISO applies per LSR when no engineering work activity is required to complete the order.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Design Change applies per ASR when an engineering review is required for a Transport ASR.

CDT Connection applies in addition to the ISO, per facility for the installation of CDT products.

Multiplexing applies in addition to the ISO, per arrangement for the installation of Multiplexing arrangements.

Conditioning applies in addition to the ISO, per Loop or Transport Facility for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if CHARITON VALLEY TELECOM requests service prior to the standard due date intervals.

Coordinated Conversion applies if CHARITON VALLEY TELECOM requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if CHARITON VALLEY TELECOM requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

APPENDIX E

RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS

I. The following services are offered by SPECTRA for purchase by CHARITON VALLEY TELECOM for UNEs or Interconnection, where an individual item is not superseded by a tariffed offering.

		NRC	MRC
A.	9-1-1 Selective Router Pro-Rata Fee/trunk This fee covers the cost of selective routing switch capacity per trunk to cover investment to handle the additional capacity without going to the 9-1-1 districts for additional funding.	$0	$100.77
B.	**9-1-1 Interoffice Trunk** A tariffed offering, to be found in each state's Emergency Number Service Tariff.	**Tariff**	**Tariff**
C.	**Selective Router Database per Record Charge**	**Tariff**	**Tariff**

Fee for each ALI record used in a SPECTRA selective router. This is a tariffed offering, to be found in each state's Emergency Number Service Tariff. If no tariff exists, ICB rates apply.

MSAG Copy

Production of one copy of a 9-1-1 Customer's Master Street Address Guide, postage paid.

1.	**Copy provided in paper format**	**$238.50**	**$54.00**
2.	**Copy provided in flat ASCII file on a 3½" diskette.**	**$276.00**	**$36.00**

II. The following service is offered by SPECTRA when CHARITON VALLEY TELECOM resells SPECTRA's local exchange services, where an item is not superseded by a tariffed offering:

MSAG Copy

Production of one copy of a 9-1-1 Customer's Master Street Address Guide, postage paid

1.	**Copy provided in paper format**	**$238.50**	**$54.00**
2.	**Copy provided in flat ASCII file on a 3½" diskette.**	**$276.00**	**$36.00**

Note: Any additional services not listed are provided on an Individual Case Basis per request.

APPENDIX F

COMPENSATION FOR EXCHANGE OF TRAFFIC USING UNBUNDLED ELEMENTS

1. This Appendix describes the compensation terms that apply for exchanging local, intraLATA, toll and interexchange traffic when CHARITON VALLEY TELECOM uses SPECTRA-provided unbundled ports, local switching and shared transport to provide service to CHARITON VALLEY TELECOM's end-users. Reciprocal compensation does not apply in a resale environment.

2. Compensation for CHARITON VALLEY TELECOM's Purchase of SPECTRA's unbundled local switching.

2.1 For local intra-switch calls between lines connected to SPECTRA's switch where CHARITON VALLEY TELECOM has purchased SPECTRA's unbundled local switching, the Parties agree to impose no call termination charges on each other. SPECTRA's local switching charge will apply as described below where the call is:

2.1.1 Originated by CHARITON VALLEY TELECOM's customer using SPECTRA's unbundled local switching and completed to a SPECTRA customer:

(a) (For use of the local switch): local switching charge the originating office will apply to CHARITON VALLEY TELECOM.

2.1.2 Originated by CHARITON VALLEY TELECOM's customer using SPECTRA's unbundled local switching and completed to the customer of a third party LEC (not affiliated with CHARITON VALLEY TELECOM) using SPECTRA's unbundled local switching.

(a) (For use of the local switch): local switching charge at the originating office will apply to CHARITON VALLEY TELECOM.

2.1.3 Originated by CHARITON VALLEY TELECOM's customer using SPECTRA's unbundled local switching and completed to another CHARITON VALLEY TELECOM's customer using SPECTRA's unbundled local switching.

(a) (For use of the local switch): local switching charge at the originating office will apply to CHARITON VALLEY TELECOM.

2.1.4 Originated by a SPECTRA customer and terminated to CHARITON VALLEY TELECOM's customer using SPECTRA's unbundled local switching.

(a) No local switching charge will apply to CHARITON VALLEY TELECOM.

2.1.5 Originated by the customer of a third-party LEC (not affiliated with CHARITON VALLEY TELECOM) using SPECTRA's unbundled local switching and terminated to CHARITON VALLEY TELECOM's customers using SPECTRA's unbundled local switching.

(a) No local switching charge will apply to CHARITON VALLEY TELECOM.

2.2 For local inter-switch calls where CHARITON VALLEY TELECOM has purchased SPECTRA's unbundled local switching. SPECTRA's charges will apply to CLEC as described below where the call is:

2.2.1 Originated from CHARITON VALLEY TELECOM's end-user customer using SPECTRA's unbundled local switching and completed to a SPECTRA customer:

(a) (For use of the local switch): local switching charge at the originating office.

(b) A mileage-based transport charge will apply when CHARITON VALLEY TELECOM uses SPECTRA's transport.

(c) Tandem Switching, if applicable.

(d) (For call termination): Charges for local interconnection/call termination, when applicable

2.2.2 Originated from CHARITON VALLEY TELECOM's customer using SPECTRA's unbundled local switching and completed to a third-party LEC (not affiliated with CHARITON VALLEY TELECOM) customer using SPECTRA's unbundled local switching.

(a) (For use of the local switch): local switching charge at the originating office.

(b) A mileage-based transport charge will apply when CHARITON VALLEY TELECOM uses SPECTRA's transport.

(c) Tandem Switching, if applicable.

2.2.3 Originated from CHARITON VALLEY TELECOM's customer using SPECTRA's unbundled local switching and completed to the interconnected network of a third-party LEC (not affiliated with CHARITON VALLEY TELECOM).

(a) (For use of the local switch): local switching charge at the originating office.

(b) A mileage-based transport charge will apply when CHARITON VALLEY TELECOM uses SPECTRA's transport, and mileage shall be measured between the originating office and the IP of the Third Party's network.

(c) Tandem Switching, if applicable.

2.2.4 Originated from CHARITON VALLEY TELECOM's customer using SPECTRA's unbundled local switching and completed to CHARITON VALLEY TELECOM's customer using SPECTRA's unbundled local switching.

(a) (For use of the local switch): local switching charge at the originating office.

(b) A mileage-based transport charge will apply when CHARITON VALLEY TELECOM uses SPECTRA's transport.

(c) Tandem Switching, if applicable.

(d) (For use of the local switch):Local switching charge at the terminating office.

2.2.5 Originated by a SPECTRA customer and terminated to CHARITON VALLEY TELECOM's customer using SPECTRA's unbundled local switching.

(a) (For use at local switch): local switching charge at the terminating office.

(b) (For call termination): CHARITON VALLEY TELECOM shall charge SPECTRA for local interconnection/call termination, when applicable.

2.2.6 Originated by a customer of a third-party LEC using SPECTRA's unbundled local switching and terminated to CHARITON VALLEY TELECOM's customer using SPECTRA's unbundled local switching.

(a) (For use of the local switch): local switching charge at the terminating office.

2.2.7 Originated by a customer of the interconnected network of a third-party LEC and terminated to CHARITON VALLEY TELECOM's customers using SPECTRA's unbundled local switching.

(a) (For use of the local switch): local switching charge at the terminating office.

2.3 For intraLATA toll calls where CHARITON VALLEY TELECOM has purchased SPECTRA's unbundled local switching, charges shall apply as follows:

2.3.1 Originated by CHARITON VALLEY TELECOM's customer and completed to a SPECTRA customer:

(a) (For use of the local switch): local switching charge at the originating office.

(b) Common transport charge between the two offices will apply when CHARITON VALLEY TELECOM uses SPECTRA's transport.

(c) Tandem Switching, if applicable.

(d) (For call termination): End Office Switching charge at the terminating office (Switched Access Rate).

2.3.2 Originated by CHARITON VALLEY TELECOM's customer and completed to the customer of a third-party LEC using SPECTRA's unbundled local switching in a distant end office.

(a) (For use of the local switch): local switching charge at the originating office.

(b) Common transport charge between the two offices will apply when CHARITON VALLEY TELECOM uses SPECTRA's transport.

(c) Tandem Switching, if applicable.

2.3.3 Originated by CHARITON VALLEY TELECOM's customer and completed to the network of a third-party LEC interconnected with SPECTRA's network.

(a) (For use of the local switch): local switching charge at the originating office.

(b) Common transport charge will apply when CHARITON VALLEY TELECOM uses SPECTRA's transport, and mileage shall be measured between the originating office and the IP of the Third Party's network.

(c) Tandem Switching, where applicable.

2.3.4 Originated by CHARITON VALLEY TELECOM's customer and completed by another of CHARITON VALLEY TELECOM's customers being served through SPECTRA's unbundled local switching in a distant office.

(a) (For use of the local switch): local switching charge at the originating office.

(b) Common transport charge between the two offices will apply when CHARITON VALLEY TELECOM uses SPECTRA's transport.

(c) Tandem Switching, if applicable.

(d) (For use of the local switch): local switching charge at the terminating office.

2.3.5 Originated by a SPECTRA customer and terminated to CHARITON VALLEY TELECOM's customer using SPECTRA's unbundled local switching.

(a) (For use of the local switch): local switching charge at the terminating office.

(b) (For call termination): CHARITON VALLEY TELECOM will charge SPECTRA local switching at the terminating office.

2.3.6 Originated by a customer of a third-party LEC (not affiliated with CHARITON VALLEY TELECOM) using SPECTRA's unbundled local switching in a distant end office and terminated to CHARITON VALLEY TELECOM's customers using SPECTRA's unbundled local switching.

(a) (For use of the local switch): local switching charge at the terminating office.

2.3.7 Originated by a customer of the network of a third-party LEC interconnected with SPECTRA's network and terminated to CHARITON VALLEY TELECOM's customers using SPECTRA's unbundled local switching.

(a) (For use of the local switch): local switching charge at the terminating office.

2.4 For intrastate Switched Access calls where CHARITON VALLEY TELECOM is using SPECTRA's unbundled local switching for calls originated from or terminated to an IXC for completion:

2.4.1 For calls originated from CHARITON VALLEY TELECOM's customer to an IXC switch for completion.

(a) (For use of the local switch): local switching charge at the originating office.

(b) Common Transport;

(c) Tandem Switching

2.4.2 For calls terminating to CHARITON VALLEY TELECOM's end-user customer from an IXC switch for completion.

(a) (For use of the local switch): local switching charge at the terminating office.

(b) Common Transport;

(c) Tandem Switching

2.5 For interstate Switched Access calls where CHARITON VALLEY TELECOM is using SPECTRA's unbundled local switching for calls originated from or terminated to an IXC for completion:

2.5.1 For calls originated from CHARITON VALLEY TELECOM's customer to an IXC switch for completion.

(a) (For use of the local switch): local switching charge at the originating office.

(b) Common Transport;

(c) Tandem Switching

2.5.2 For calls terminating to CHARITON VALLEY TELECOM's customer from an IXC switch for completion:

(a) (For use of the local switch): local switching charge at the terminating office.

(b) Common Transport;

(c) Tandem Switching

3. Unbundled local switching will be billed on a per minute of use basis and applied to all originating and interswitch terminating traffic, including, but not limited to local, toll, operator services, directory assistance, 911/E-911, 500, 700, 800/888, 900, 950; 976, busy calls, no answer, incomplete. Where non-conversation time cannot be measured, the parties will mutually agree on the appropriate measure and charge. Where measurement of terminating local switching minutes is not available, the number of minutes billed for terminating usage will be equal to the number of originating minutes. The Parties will mutually agree on a method and procedure to periodically sample and validate or adjust the ratio of originating to terminating minutes for billing purposes.

APPENDIX G

COLLOCATION RATES
As Applicable Per This Agreement Between SPECTRA and CHARITON VALLEY TELECOM

Note: Any activity or request not covered for Collocation by this Agreement will be priced on an Individual Case Basis rate to be determined per activity or request. An application fee applies per request.

Central Offices in Missouri where space is available		
	SPECTRA	
	MISSOURI	
	Monthly	**Install**
Service Order Charge		**$360.00**
Quote Preparation/Engineering Fee		**$3,500.00**
Site Preparation per Bay/Rack		**ICB**
Entrance Facility	**ICB**	**ICB**
DC Power Per - Per 15 Ampere Draw per mo.	**$212.00**	
Rack (including floor space)	**$400.43**	**$1,500.00**
Mo. Rent (w/ maint.) per bldg. Sq. ft.	**$32.59**	
Engineering per 1/2 hour – Basic		**$39.22**
Engineering per 1/2 hour – Overtime		**$110.00**
Engineering per 1/2 hour – Premium		**$155.00**
Technician per 1/2 hour – Basic		**$38.65**
Technician per 1/2 hour – Overtime		**$101.48**
Technician per 1/2 hour – Premium		**$150.00**
Inspector per ½ hour		**$38.65**
Crossconnect - DS3 to DS3 per DS3	**$74.09**	
Crossconnect - DS1 to DS1 per DS1	**$14.51**	
Crossconnect - DS0 to DS0 per DS0	**$1.19**	
Security Access Card		**$69.74**
BITS Timing – Per Port	**ICB**	
BITS Timing – Engineering		**ICB**
BITS Timing – Mat.& Cable Pull per linear ft.		**ICB**
Caged Collocation - Addt'l per rack	**$26.89**	
Adjacent Caged Collocation		**ICB**
Virtual Collocation		**ICB**