

3. T-Mobile f/k/a VoiceStream delivered wireless calls to Company's exchanges during the time period at issue in this case (i.e. between the Oct. 23, 2001 effective date of Company's wireless termination service tariff and April 29, 2005).

4. T-Mobile did not have a Commission-approved agreement with the Company at any point during the time period at issue in this case. Nor does T-Mobile presently have a Commission-approved agreement with the Company.

5. The Company has never agreed to a “bill-and-keep” arrangement or agreement with T-Mobile.

6. The Company has had wireless termination service tariffs and intrastate exchange access tariffs in place and in effect during the time period at issue in this case.

7. The Company has sent bills to T-Mobile for service under the Company’s tariffs, but T-Mobile has repeatedly refused to pay those invoices.

#### **BLOCKING AND THE MISSOURI LEC-TO-LEC NETWORK**

8. The Missouri local exchange carrier (“LEC-to-LEC”) network is one of several different ways to deliver telecommunications traffic to the Company’s rural exchanges.

9. If an originating carrier’s traffic is blocked over the LEC-to-LEC network, then the originating carrier has other options to deliver that traffic to the same destination. For example, traffic could be delivered over the interexchange carrier (“IXC” or “long distance”) network.

10. Thus, blocking over the LEC-to-LEC network only prevents T-Mobile from using one of several network connections available to deliver calls to the Company. Blocking over the LEC-to-LEC network does not prevent T-Mobile from delivering calls to the Company’s exchanges over other network connections.

FURTHER AFFIANT SAYETH NOT.

I declare under penalty of perjury that the above is true and correct to the best of my knowledge and belief.

DATED: July 26, 2006

By: Bill Rohde

The above person, Bill Rohde, personally known to me, signed the above and foregoing affidavit in my presence on July 26, 2006, after having been duly sworn by me under oath and affirming that the statements made in the foregoing affidavit are true and correct.

SUBSCRIBED AND SWORN to

Before me this 26 day of July, 2006.

Richard L. Hale  
Notary Public

My Commission expires: \_\_\_\_\_  
RICHARD L. HALE  
Notary Public - State of Missouri  
Adair County  
My Commission Expires: May 31, 2008

