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The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS
(Effective: 01/18/2008)

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In the Matter of the Application of Buckeye Telesystem, Inc.)
to file an Interconnection and Traffic Exchange Agreement)
with T-Mobile.)

TRF Docket No. 90-9037

Case No. 09-271-TP-NAG

NOTE: Unless you have reserved a Case # for filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Buckeye Telesystem, Inc.

DBA(s) of Registrant(s) Buckeye TeleSystem

Address of Registrant(s) 5555 Airport Hwy., Ste. 110, Toledo, OH 43615

Company Web Address www.buckeye-telesystem.com

Regulatory Contact Person(s) Thomas K. Dawson

Phone 419-724-9802

Fax 419-724-7074

Regulatory Contact Person's Email Address tdawson@buckeye-telesystem.com

Contact Person for Annual Report Thomas K. Dawson

Phone 419-724-9802

Address (if different from above) _____

Consumer Contact Information Laurie Christy

Phone 419-724-3866

Address (if different from above) 4818 Angola Road, Toledo, OH 43615

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puco.ohio.gov under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

Carrier Type <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician SM Date Processed MAR 26 2009

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input checked="" type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)		
Other* (explain) _____				

*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Buckeye Telesystem, Inc., and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) March 25, 2009 at (Location) 5555 Airport Hwy, Ste. 110, Toledo, OH 43615

*(Signature and Title)  Vice President (Date) 03-25-2009

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Thomas K. Dawson

verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title)  Vice President (Date) 03-25-2009

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Buckeye)	
TeleSystem, Inc. for Approval of a Negotiated)	Case No. 09-271-TP-NAG
Interconnection and Traffic Exchange)	
Agreement with T-Mobile USA, Inc. f/k/a)	
Voicestream Wireless Corp. under Section 252)	
of the Telecommunications Act of 1996)	

**APPLICATION FOR APPROVAL
OF A NEGOTIATED INTERCONNECTION AND
TRAFFIC EXCHANGE AGREEMENT
PURSUANT TO TELECOMMUNICATIONS ACT OF 1996**

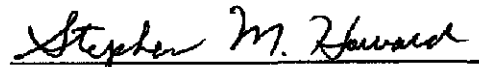
Buckeye TeleSystem, Inc. ("Buckeye") hereby submits the attached negotiated Interconnection and Traffic Exchange Agreement between Buckeye and T-Mobile USA, Inc. f/k/a Voicestream Wireless Corp. ("T-Mobile") (Buckeye and T-Mobile referred to collectively as the "Parties" and individually as a "Party") for review and approval by the Public Utilities Commission of Ohio ("Commission") pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996 ("the Act"). This filing is made pursuant to the Act and in accordance with Rule 4901:1-7-07(D)(2) of the Ohio Administrative Code. The negotiated Interconnection and Traffic Exchange Agreement signed by both Buckeye and T-Mobile sets forth the manner and rates in which traffic will be mutually exchanged between the Parties' respective networks.

As contemplated by Section 252(e)(2)(A) of the Act, the negotiated Interconnection and Traffic Exchange Agreement does not discriminate against another telecommunications carrier, nor will implementation of the negotiated Interconnection and Traffic Exchange Agreement be inconsistent with the public interest, convenience and necessity.

In accordance with Section 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this Application.

WHEREFORE, Buckeye respectfully requests that the Commission approve the attached negotiated Interconnection and Traffic Exchange Agreement as soon as possible.

Respectfully submitted,



Stephen M. Howard
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
P. O. Box 1008
Columbus, Ohio 43216-1008
Tel: (614) 464-5401
Fax: (614) 719-4772
E-Mail: smhoward@vorys.com

Attorneys for Buckeye TeleSystem, Inc.

**CMRS to CLEC
INTERCONNECTION AND TRAFFIC EXCHANGE
AGREEMENT**

This Interconnection and Traffic Exchange Agreement (the "Agreement"), by and between Buckeye Telesystem, Inc. ("CLEC") and T-Mobile USA, Inc. f/k/a VoiceStream Wireless Corp. ("T-Mobile") is effective as of the 1st day of March, 2009 (the "Effective Date"). The term "Party" shall refer to CLEC and T-Mobile individually, and "Parties" shall refer to CLEC and T-Mobile collectively.

RECITALS

WHEREAS, T-Mobile is duly authorized to engage in the provision of commercial mobile radio services ("CMRS") and other services in the states of Michigan and Ohio,

WHEREAS, CLEC is duly authorized to engage in the provision of local exchange services in the states of Michigan and Ohio,

WHEREAS, the Parties wish to exchange wireless-to-wireline and wireline-to-wireless telecommunications traffic as provided herein,

WHEREAS, the Parties have agreed to connect their facilities and exchange traffic for communication services, as provided herein, between devices operating on the Parties' respective networks, and

WHEREAS, this Agreement is entered into for the mutual benefit of both Parties.

NOW, THEREFORE, in consideration of these premises and the mutual covenants and agreements hereinafter contained, the Parties covenant and agree as follows:

AGREEMENT

A. DEFINITIONS.

Any term used in this Agreement that is not specifically defined herein shall have the definitions assigned to it (if any) in the Telecommunications Act of 1996 ("Act"), as amended. Any term used in this Agreement that is not defined herein or in the Act shall be interpreted in light of its ordinary meaning and usage, including any special or technical meaning or usage which such term may have within the telecommunications industry.

1. Affiliate. A person that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, a Party to this Agreement. For the purpose of this Agreement, "own" means to own an equity interest (or the equivalent thereof) of more than 10%.
2. Connecting Circuits. The facilities, circuits, conduits, interfaces, communications paths and associated services and arrangements used to interconnect the Parties' networks for the purpose of exchanging traffic.

3. Interconnection Point ("IP"). The point of demarcation at a Party's MSC, cell site or other facility or location that the Parties mutually agree constitutes the physical location where the exchange of traffic and the division of responsibility between the two Parties occurs.
4. Local Traffic. Telecommunications Traffic that, at the beginning of the call, is originating and terminating in the same Major Trading Area ("MTA") as defined by the Federal Communications Commission (the "FCC").
5. Mobile Switching Center ("MSC"). The switching facility that is an essential element of the CMRS network which performs the switching for the routing of calls between and among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to interconnect trunk circuits between and among end office switches and tandem switches, aggregation points, points of termination, or points of presence and also coordinates inter-cell and inter-system call hand-offs and records all system traffic for analysis and billing.
6. Signaling System 7 ("SS7"). The network protocol used by telecommunications carriers that utilize the common channel signaling ("CCS") method of call set-up and network data control.
7. Codes. The full or partial NPA/NXX codes identified in the LERG, including calls routed based on a LRN (Local Routing Number) identified in the LERG in those NPA/NXX codes.

B. EXCHANGE OF TRAFFIC AND INTERCONNECTION.

1. Agreement to Interconnect and Exchange Traffic. For the mutual benefit of the Parties, and their customers, the Parties shall exchange Local Traffic originated by one Party's network and terminated on the other Party's network. The Parties shall exchange such traffic either indirectly, via the appropriate local exchange carrier tandem, or, upon mutual agreement of the Parties, shall establish direct interconnection of their facilities. Such direct interconnection shall be in accordance with the service, operating, and facility arrangements set forth hereinafter.
2. Interconnection Points. At this time, there are no direct Interconnection Points under this Agreement. The Parties may add direct IPs by mutual agreement.
3. Compliance with Laws. Each Party shall provide the services and perform the obligations hereunder in compliance with all federal, state and local laws, and regulations, including all applicable FCC rules and regulations.
4. Directing Calls to Codes. Each Party carrying traffic originating on its network (the "Originating Carrier") may determine, in its sole discretion, whether or not to direct such traffic to the Connecting Circuits. However, the Originating Carrier shall be authorized only to direct to the Connecting Circuits such traffic that is destined for a Code of the other Party specific to the trunk group and switch to which the traffic is directed as identified in the LERG.

5. Modification of Codes. Either Party may add to or delete number Codes by updating the LERG.
6. Designation of Technical Representatives. Each Party shall designate technical representatives for each IP who will serve as the point of contact to address facilities and Codes for that IP. Each Party may change its designated technical representatives at any time, and shall provide advanced written notice of such change in a timely a manner as possible.
7. Type and Quantity of Connecting Circuits.
 - a. Where the Parties interconnect indirectly via a third party tandem, that tandem shall serve as the IP, and each Party shall independently make whatever arrangements are necessary to provision Connecting Circuits on its side of the IP, including any arrangements with the third party carrier.
 - b. Where the Parties interconnect their facilities directly, the Parties shall agree which Connecting Circuits shall be one-way and which shall be two-way. In order to efficiently pass traffic, each Party shall operate its interconnected trunk group(s) as primary high trunk group(s). Each Party also shall utilize landline switched telephone network trunk groups to route any overflow traffic destined for the other Party's Codes. The Parties shall cooperatively determine the quantities of Connecting Circuits needed. All interconnection facilities shall meet industry standards of engineering, design, and operation, provided however that this undertaking shall not obligate either Party to install additional switching software, to implement new or additional call routing regimes (including those based on the calling number), to otherwise materially reconfigure its switching architecture, or to assume additional billing responsibilities.
8. SS7. Each Party shall utilize SS7 at its own cost for all interchanged traffic.
9. Malfunction Signaling. If either Party is unable to complete calls because of a malfunction, that Party shall provide proper signaling (recorded announcement/intercept) to the calling Party advising that the call cannot be completed.
10. Network Management Contact. Each Party shall make available a network management contact on a twenty four (24) hours a day, seven (7) days a week basis to facilitate trouble reporting and to respond to other network problems associated with the services provided for under this Agreement. Before either Party reports a trouble condition, that Party must first use its reasonable efforts to isolate the trouble to the other Party's facilities. Each Party shall advise the other of any critical nature of inoperative facilities, service or arrangements and any need for expedited clearance of the trouble.

For CLEC: Network Operations Center
(419) 724-3865
siteengineering@buckeye-telesystem.com

For T-Mobile: 1-888-662-4662

C. CHARGES FOR FACILITIES AND ARRANGEMENTS.

1. Facilities Charges.

- a. Where the Parties exchange traffic through indirect interconnection through a IP located at a third party carrier's tandem, each Party shall be responsible for all costs of all facilities between its network and the IP, including all charges imposed upon that Party by the local exchange carrier, unless the Parties agree otherwise in writing.
- b. Where the Parties are utilizing one-way Connecting Circuits, as described in B.7.b above, the Connecting Circuits from the network switch of the Originating Carrier to the IP shall be provided and/or paid for by the Originating Carrier.
- c. Where the Parties are utilizing two-way Connecting Circuits, as described in B.7.b above, each Party shall be responsible for the non-recurring and recurring costs of the Connecting Circuits from their network switch to the IP.

2. Traffic Charges

- a. Billing to Customers. Each Party shall establish its own charges for its calls, bill its customers for such charges and keep all of the monies paid by its customers for completed calls. Neither Party shall bill the other Party or the other Party's customers for completed calls. Each Party shall be responsible for all of its own costs associated with the exchange of traffic.
- b. Compensation for Traffic Exchange. In entering into this Agreement, CLEC and T-Mobile each assume that the amount of originating traffic directed by each Party to the IP for exchange with the other Party will be relatively equal. Thus, the Parties agree to bill-and-keep compensation, and neither Party will charge the other Party for terminated calls during the Initial Term and any Successive Terms of this Agreement as provided in Section D, and until terminated under any provision in Section D.

3. Taxes. CLEC and T-Mobile will each collect from their respective customers all applicable federal, state, and local taxes payable by each of them for the services provided under this Agreement and each Party is responsible for transmission of the same to the appropriate governmental agency.

D. TERM AND TERMINATION.

1. Initial Term. The initial term of this Agreement shall be two (2) years from the Effective Date hereof.

2. Successive Terms. This Agreement shall be automatically renewed for successive one (1) year terms unless either Party notifies the other, in writing, of its intention to terminate the Agreement at least thirty (30) days prior to the end of the initial term or any successive term then in effect. If such notice is given, and neither Party has requested that interconnection continue pursuant to one or more provisions of federal law, the Agreement shall terminate at the end of the term then in effect. Notwithstanding the foregoing, this Agreement may be terminated at any time by the mutual written consent of the Parties.
3. Termination on Loss of License. This Agreement shall terminate immediately with respect to services in a particular service area upon a revocation or other termination of either Party's governmental authority to provide the services contemplated by this Agreement in such area; provided, however, that if such governmental authority is only temporarily suspended, this Agreement shall not terminate but the exchange of traffic will cease during the suspension and shall promptly be resumed at the end of the suspension period.
4. Other Termination Events. This Agreement may be terminated by either Party upon (a) a continuing Force Majeure Condition, as described in Section G below, (b) a failure by the other Party to comply with a material term or condition of this Agreement within thirty (30) days after written notice of the specific default or defaults, (c) mutual written consent in compliance to any legal and/or regulatory change that cannot be addressed pursuant to Section J below, or (d) mutual written consent.
5. Termination Due to Insolvency. This Agreement may be terminated by either Party upon thirty (30) days written notice in the event that the other Party: (a) ceases to do business as a going concern; (b) makes a general assignment for the benefit of, or enters into any arrangement with, creditors; (c) is unable to or admits in writing its inability to pay its debts as they become due; (d) is insolvent, bankrupt, or the subject of a receivership, (e) authorizes, applies for, or consents to the appointment of a trustee or liquidator of all or a substantial part of its assets or has proceedings seeking such appointment commenced against it which are not terminated within sixty (60) days of such commitments; (f) files a voluntary petition under any bankruptcy or insolvency law or files a voluntary petition under the reorganization or arrangement provisions of the United States related to bankruptcy or any similar law of any jurisdiction, or has proceedings under any such law instituted against it, which are not terminated within sixty (60) days of such commencement; or (g) has any substantial part of its property subject to any levy, seizure, assignment or sale for or by a creditor or governmental agency without said levy, seizure, assignment or sale being released, lifted, reversed, or satisfied within ten (10) days thereafter.
6. Voluntary Termination. This Agreement may be terminated by either Party upon ninety (90) days written notice.
7. In the event of termination of this Agreement for any reason, the Parties shall take all commercially reasonable actions necessary to fulfill any outstanding obligations under this Agreement and to permit the other Party to transition to any successor business arrangement.

E. LIABILITY WARRANTIES AND INDEMNIFICATION.

1. No Liability. Neither Party assumes any liability for any act or omission of the other in the furnishing of that Party's services to its customers by virtue of entering into this Agreement.
2. Limitations. In the absence of willful misconduct, neither Party shall be liable to the other for indirect, incidental, consequential or special damages arising out of or related to any claims, which include, but are not limited to, claims against a Party by its customers, lost profits, lost revenues, and/or loss of business opportunity to the other Party arising out of this Agreement, including but not limited to delays in installation, maintenance or restoration of facilities, services or arrangements, or out of mistakes, omissions interruptions or errors or defects in transmission occurring in the course of providing such facilities, services or arrangements.
3. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other for actual loss resulting from personal injury or damages to premises or equipment resulting from the installation, maintenance or removal of facilities if caused by the negligent or willful misconduct of the Party from whom indemnification is sought..

F. INSURANCE

Each Party shall maintain commercially reasonable insurance at its own expense or self-insure.

G. EXCUSABLE DELAYS (FORCE MAJEURE CONDITIONS).

1. Force Majeure Conditions. Neither Party shall be held liable for any delay or failure to perform hereunder, which delay or failure is due to (a) the other Party's delay in supplying or failure to supply approvals, information, materials or services called for under the terms of this Agreement, or (b) causes beyond the reasonable control of that Party, including, but not limited to, acts of God, acts of civil and military authorities, fires, floods, earthquakes, epidemics, freight embargoes, strikes or work stoppages or imposition of significant additional governmental approvals, conditions or restrictions upon that Party's exchange of traffic hereunder (each of the foregoing is a "Force Majeure Condition").
2. Election in the Event of a Force Majeure Condition. If a Force Majeure Condition occurs, the Party affected by the other Party's inability to perform may elect to: (a) terminate this Agreement or any part hereof not yet performed, provided that the condition has existed for ninety (90) days in a one hundred and twenty (120) day period, or (b) suspend this Agreement for the duration of the delay or failure and resume performance once the delay or failure and causes for the delay or failure cease, with an option for the Parties to mutually extend the term of the Agreement (or any extension thereof then in effect) up to the length of time the condition endured. Such option to extend shall be exercised in writing to the other Party within thirty (30) days of the end of the delay or failure.

H. PROTECTION OF PROPRIETARY INFORMATION

1. Identification. In connection with the services to be provided by both Parties hereunder, either Party may find it is necessary or beneficial to disclose to or receive from the other Party information that the disclosing Party considers proprietary or confidential and which is helpful or necessary in establishing and maintaining the exchange of traffic pursuant to this Agreement ("Proprietary Information"). Any such disclosure made in writing and clearly marked as Proprietary Information when disclosed, or if not in tangible form, identified as confidential or proprietary at time of disclosure and summarized in writing and so identified to the other Party within ten (10) days of its disclosure, will be considered Proprietary Information and will be protected as set forth herein.
2. Treatment. With respect to Proprietary Information provided to the receiving Party under this Agreement, the receiving Party agrees to (a) hold the Proprietary Information in confidence and to take reasonable steps to protect it; (b) restrict disclosure of the Proprietary Information solely to those employees, contractors, representatives and agents of the receiving Party with a need to know, and not disclose the Proprietary Information to any Affiliates or subsidiaries that compete directly or indirectly with the other Party or third parties, or any successor in interest, except subject to the same restrictions as applied to the Parties; (c) advise such employees, contractors representatives and agents of their obligations with respect to the Proprietary Information; and (d) use the Proprietary Information only for the purposes of this Agreement, except as may otherwise be mutually agreed upon by the Parties in writing.
3. Exceptions. The receiving Party shall have no obligation to preserve the proprietary nature of any information which (a) was previously known to the receiving Party free of any obligation to keep it confidential; (b) is disclosed to third parties by the disclosing Party without restriction; (c) is or becomes publicly available by other than unauthorized disclosure, or (d) is independently developed by the receiving Party.
4. Lawful Process. In the event either Party is requested or required by written interrogatories, requests for information or documents, subpoena, civil investigative demand or similar legal process to disclose Proprietary Information of the other to any lawfully constituted authority of competent jurisdiction, it is agreed that such Party may comply provided that, to the extent reasonable and possible, the Party required to furnish the Proprietary Information avails itself of any applicable procedures to prevent such information from entering the public domain and provides the other Party with advance notice in order to enable that Party to seek a protective order. A Party whose Proprietary Information is sought may not unreasonably withhold approval of protective arrangements provided by any such court, regulatory body or government agency.
5. Survival. The provisions of this Section H shall survive the termination of this Agreement, and, shall continue in effect for a period of two (2) years following the date of disclosure. Upon termination of this Agreement, the receiving Party shall upon request return all Proprietary Information, including any and all copies or reproductions thereof, to the disclosing Party or verify that the same has been destroyed.

I. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the Act as interpreted by the FCC and federal courts of competent jurisdiction. To the extent a dispute arises under this Agreement that is not addressed by the Act, the domestic laws of the state in which the Connecting Circuits are located and the services are rendered which give rise to the dispute shall govern, without regard to its conflict of laws principles. If the Connecting Circuits and services giving rise to the dispute are in more than one state, the laws of the state of Ohio shall govern, without regard to its conflict of laws principles.

J. SEVERANCE.

This Agreement shall be subject to all applicable federal, state and local laws, court orders, agency orders, rules and regulations. If this Agreement, any of the provisions of this Agreement, or any of the activities under this Agreement, are determined to be inconsistent with or contrary to any applicable federal, state or local laws, court orders, agency orders, rules, or regulations, the latter shall control and any inconsistent term or condition of this Agreement shall be deemed to be of no force and effect. If the Agreement lawfully can be continued, then the Agreement shall continue as amended provided however that the Parties shall negotiate in good faith such changes to the Agreement as are reasonable and necessary to preserve to the extent practicable the original intention of the Parties and the relative economic benefits to each Party of the original agreement. If the Parties are unable to agree upon such modifications, the matter shall be resolved pursuant to the arbitration provisions set forth in Section S of this Agreement.

K. LIMITATION OF ACTION.

Notwithstanding additional time otherwise available under any applicable statute of limitations, no litigation, regardless of form, arising out of the transaction(s) under this Agreement may be brought by either Party, nor any claim or cause of action be asserted, more than two (2) years after the cause of action accrues.

L. BINDING EFFECT.

This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors, personal representatives and permitted assigns.

M. INDEPENDENT CONTRACTORS.

The Parties are independent contractors and nothing herein shall be construed to imply that they are partners, joint venturers, or agents of one another. By entering into this Agreement, neither Party is agreeing to perform or provide the services of the other Party in connection with this Agreement.

N. ASSIGNMENT.

1. Neither Party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent (a) to any parent, subsidiary, or Affiliate entity, (b) to any successor in interest of all or substantially all of the assets, stock or business of that Party to which this Agreement pertains, or (c) to any FCC-approved

assignee or transferee of any CMRS provider that is subject to this Agreement, provided however, that in each such case the assignee assumes all the assigning Party's liability and duties under the Agreement and the other Party is notified of such assignment in writing.

2. Nothing in this Agreement shall prohibit either Party from enlarging its CMRS network through contractual affiliations with third parties for the construction and operation of a CMRS system under that Party's brand name. Traffic traversing such extended networks shall be treated under the terms and conditions of this Agreement.

O. NOTICES.

Unless otherwise specifically provided herein, any notices or any communications required or permitted to be given or delivered under this Agreement (other than trouble reports and notices of interruption) shall be in writing. Notices shall be given by personal delivery, overnight courier, confirmed facsimile or certified mail, return receipt requested, addressed as follows:

To Buckeye Telesystem, Inc at:

Buckeye Telesystem, Inc.
Attn: Thomas Dawson
5555 Airport Highway, Suite 110
Toledo, OH 43615

With a copy to:
Buckeye Telesystem, Inc.
Attn: Kerri Wiley
4818 Angola Road
Toledo, OH 43615

To T-Mobile at:

T-Mobile USA, Inc.
Attn: Carrier Regulations and Analysis
12920 SE 38th Street
Bellevue, WA 98006

With copy to:

T-Mobile USA, Inc.
Attn: Dan Williams
12920 SE 38th Street
Bellevue, WA 98006

Any such notice or other communication shall be deemed received upon personal delivery or receipt of confirmation of a facsimile, the following business day after it is deposited with an overnight courier, or five (5) days after it is deposited in the U.S. Mail, postage prepaid, via certified mail.

P. NO THIRD PARTY LIABILITY.

This Agreement shall not provide any person not a Party, permitted assignee or successor to this Agreement with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

Q. COOPERATION ON FRAUD.

The Parties agree to cooperate with each other to investigate, minimize and take corrective action in cases of fraud. The Parties' respective fraud minimization procedures shall be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

R. ENTIRE AGREEMENT

This Agreement, together with all attachments, shall constitute the entire agreement between CLEC and T-Mobile with respect to the subject matter hereof. This Agreement supersedes any and all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, between the Parties with respect to interconnection and traffic exchange. This Agreement may not be modified or amended other than by a written instrument duly executed by both Parties.

S. DISPUTE RESOLUTION.

1. Alternative Dispute Resolutions. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except as otherwise expressly contemplated by this Section, the Parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement.
2. Exceptions. The Parties' agreement to arbitrate disputes shall not preclude either Party from seeking injunctive or other emergency relief from a court or agency of competent jurisdiction in circumstances where the ability of a Party to provide service to the public is jeopardized by the actions of the other Party and time is of the essence. Nor does the Parties' agreement to arbitrate disputes preclude either Party from seeking injunctive relief to protect Proprietary Information. If either Party fails or refuses to arbitrate disputes subject to arbitration, either Party may bring an action to require such arbitration or to enforce an arbitration award.
3. Location. The venue for arbitrating disputes shall be in Bellevue, Washington unless another venue is mutually agreed upon by the Parties.
4. Initial Negotiations and Mediation. A Party may commence the dispute resolution process with a written request. Each Party shall within five (5) days of the request appoint a business representative to meet and negotiate in good faith to resolve the dispute for a period of sixty (60) days after the request. Such discussion shall be treated as confidential information developed for purposes of settlement.
5. Arbitration Procedures. If the negotiations do not resolve the dispute within sixty (60) days after the initial written request, the dispute shall be submitted to binding arbitration

by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall control the scheduling so as to process the matter expeditiously. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The decision of the arbitrator shall be final and binding upon the Parties and the judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

6. Arbitration Costs. The Parties shall split the costs and fees of the arbitration and the arbitrator, and each Party shall bear its own costs of the arbitration procedures.

T. COUNTERPARTS.

This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

U. PUBLICITY.

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or facilities pursuant to it, or association of the Parties with respect to the provision of services described in this Agreement shall be subject to the prior written approval of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement in their behalf on the day first set forth above.

Buckeye Telesystem, Inc.

By: [Signature]

Name: Vegh D. Jensen

Title: President

Date: March 4, 2009

T-Mobile USA, Inc.

By: [Signature]

Name: BRAND FLEMING

Title: DIRECTOR CARRIER MANAGEMENT

Date: 3/6/09

T-Mobile Legal Approval By: [Signature]

3-9-09