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**Attached documents are not
in electronic format and are
not "source" documents.**

December 10, 2009

Renee' J. Jenkins, Secretary
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, OH 43215-3793

Re: Time Warner Cable Information Services (Ohio), LLC/The
Chillicothe Telephone Company
Case No. 09-1931-TP-NAG

Dear Ms. Jenkins:

Pursuant to Rule 4901:1-7-07(D) of the Ohio Administrative Code, I am submitting for the Commission's review an Agreement for Adoption for the State of Ohio between The Chillicothe Telephone Company and Time Warner Cable Information Services (Ohio), LLC. This Agreement, which was signed earlier this month, is being submitted pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996 (the "Act"). Pursuant to Section 252 (i) of the Act, Time Warner Cable Information Services (Ohio), LLC has adopted the Interconnection Agreement between Sprint Communications Company L.P. and The Chillicothe Telephone Service Company, as filed on May 31, 2007 with the Public Utilities Commission of Ohio in Case No. 06-1257-TP-ARB.

The completed Telecommunications Application Form, the Agreement of Adoption between Time Warner Cable Information Services (Ohio), LLC and The Chillicothe Telephone Company, and the final executed interconnection agreement between Sprint Communications Company L.P. and The Chillicothe Telephone Company filed on May 31, 2007 are each attached.

VORYS

Legal Counsel

Renee' J. Jenkins, Secretary

December 10, 2009

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Thank you for your cooperation and assistance in this matter. Please feel free to contact me if you have any questions.

Sincerely yours,



Stephen M. Howard
Attorneys for Time Warner Cable Information
Services (Ohio), LLC

SMH/sl

Attachments

cc: Dan Conway, Esq. (w/att.)
Ms. Maribeth Bailey (w/att.)

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

In the Matter of the Application of Time Warner Cable)
Information Services (Ohio), LLC)
to Approve an Agreement of Adoption for the State of Ohio)
with The Chillicothe Telephone Company.)

TRF Docket No. 90-9278-TP-TRF

Case No. 09 - 1931 -TP - NAG

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

Name of Registrant(s) Time Warner Cable Information Services (Ohio), LLC

DBA(s) of Registrant(s) Time Warner Cable

Address of Registrant(s) 60 Columbus Circle, New York, NY 10023

Company Web Address www.timewarnercable.com

Regulatory Contact Person(s) Julie Laine

Phone (212)-364-8482 Fax (704)-973-6239

Regulatory Contact Person's Email Address julie.laine@twcable.com

Contact Person for Annual Report Julie Laine

Phone (212)-364-8482

Address (if different from above) _____

Consumer Contact Information Julie Laine

Phone (212)-364-8482

Address (if different from above) _____

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 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 <u>1-6-04(B)</u> (0 day Notice) | <input type="checkbox"/> TRF <u>1-6-04(B)</u> (0 day Notice) | | |
| New Service, expanded local calling area, correction of textual error | <input type="checkbox"/> ZTA <u>1-6-04(B)</u> (0 day Notice) | <input type="checkbox"/> ZTA <u>1-6-04(B)</u> (0 day Notice) | | |
| Change Terms and Conditions, Introduce non-recurring service charges | <input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days) | <input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days) | | |
| Introduce or Increase Late Payment or Returned Check Charge | <input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days) | <input type="checkbox"/> ATA <u>1-6-04(B)</u> (Auto 30 days) | | |
| Business Contract | <input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice) | <input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice) | | |
| Withdrawal | <input type="checkbox"/> ATW <u>1-6-12(A)</u> (Non-Auto) | <input type="checkbox"/> ATW <u>1-6-12(A)</u> (Auto 30 days) | | |
| Raise the Ceiling of a Rate | Not Applicable | <input type="checkbox"/> SLF <u>1-6-04(B)</u> (Auto 30 days) | | |
| Tier 2 Regulatory Treatment | | | | |
| Residential - Introduce non-recurring service charges | <input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice) | <input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice) | | |
| Residential - Introduce New Tariffed Tier 2 Service(s) | <input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice) | <input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice) | <input type="checkbox"/> TRF <u>1-6-05(C)</u> (0 day Notice) | |
| Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal | <input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice) | <input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice) | <input type="checkbox"/> TRF <u>1-6-05(E)</u> (0 day Notice) | |
| Residential - Tier 2 Service Contracts | <input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice) | <input type="checkbox"/> CTR <u>1-6-17</u> (0 day Notice) | <input type="checkbox"/> CTR <u>1-6-17</u> (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 | |

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, _____, 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) _____ at (Location) _____

*(Signature and Title) _____

(Date) _____

- 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, Stephen M. Howard

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) Stephen M. Howard, Attorney

(Date) December 10, 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

AGREEMENT OF ADOPTION

This Agreement of Adoption (the "Agreement"), dated 12/07/09, is entered into by and between Chillicothe Telephone Company ("CTC") and Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable ("TWCIS (OH)"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996. CTC and TWCIS (OH) may be referred to individually as a "Party" and collectively as the "Parties").

NOW THEREFORE, the Parties agree as follows:

1. AGREEMENT OF ADOPTION:

By TWCIS (OH)'s countersignature below, TWCIS (OH) hereby adopts and agrees to be bound by the terms and conditions of the Agreement for Interconnection between Sprint Communications Company L.P. ("Sprint") and CTC (the "Adopted Agreement") as that agreement exists on the date hereof and as amended herein. The Adopted Agreement was filed with the Public Utilities Commission of Ohio (the "Commission") in Case No. 06-1257-TP-ARB after the Commission approved the conforming language on May 9, 2007.

As the terms and conditions of the Adopted Agreement are being adopted by TWCIS (OH) pursuant to Section 252(i) of the Act, CTC does not provide such terms and conditions to TWCIS (OH) as either a voluntary or negotiated agreement. CTC's performance of the Agreement does not in any way constitute a waiver by CTC of any position as to the Agreement or a portion thereof, nor does it constitute a waiver by CTC of all rights and remedies it may have to seek review of the Agreement, or to seek review in any way of any provisions included in the Agreement as a result of TWCIS (OH)'s adoption.

All services provided under this Agreement will be consistent with the decisions of the Federal Communications Commission, the Commission, and the courts having jurisdiction over this Agreement.

2. PARTIES:

TWCIS (OH) is hereby substituted in the Adopted Agreement for Sprint Communications Company L.P. and/or Sprint and CTC shall remain as the other Party (the "ILEC") to the Adopted Agreement. Except as modified herein, the Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

3. TERM:

The Agreement will become effective upon execution of both Parties with the date of the second signature (the "Effective Date"). In accordance with the Adopted Agreement, the Agreement will automatically renew for successive one year periods, unless either Party requests renegotiation or gives notice of termination at least one hundred thirty-five (135) days prior to the expiration of any renewal term. In the event the Parties undertake renegotiation, and such renegotiation does not conclude prior to expiration of a term, this Agreement shall continue in full force and effect until replaced by a superseding agreement. Either TWCIS (OH) or CTC

shall file this Agreement with the Commission promptly upon receipt of the Agreement countersigned by CTC.

4. NOTICES:

Except as otherwise provided, all notices or other communications hereunder shall be deemed to have been fully given when made in writing and delivered in person, or overnight courier, or deposited in the United States mail, postage prepaid, and addressed as follows:

To Chillicothe Telephone Company: Chillicothe Telephone Company
Attn: Manager, _____
68 E. Main Street
Chillicothe, OH 45601

With copy: Daniel R. Conway
Porter Wright Morris & Arthur LLP
41 South High Street
Columbus, OH 43215-6194
Telephone: 614-227-2270
Facsimile: 614-227-2100
Email: dconway@porterwright.com

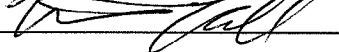
To TWCIS (OH): Julie P. Laine
Group Vice President & Chief Counsel, Regulatory
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Telephone: 212-364-8482
Facsimile: 704-973-6239
Email: julie.laine@twcable.com

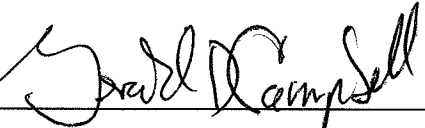
With copy: Maribeth Bailey
Senior Director, Interconnection Policy, Regulatory
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Telephone: 212-364-8440
Facsimile: 704-973-6222
Email: Maribeth.bailey@twcable.com

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement of Adoption to be executed by their duly respective authorized representative.

Chillicothe Telephone Company

Time Warner Cable Information Services
(Ohio),
LLC d/b/a Time Warner Cable

By: 

By: 

Name: William McKell

Name: Gerald D. Campbell

Title: CEO

Title: EVP, Commercial Services

Date: 11-10-09

Date: 12/07/09

FILE

Vorys, Sater, Seymour and Pease LLP

52 East Gay Street • Post Office Box 1008 • Columbus, Ohio 43216-1008 • Telephone (614) 464-6400 • Facsimile (614) 464-6350 • Cable VORYSATE

| | | | | | |
|---|--|--|--|--|--|
| ARTHUR E. VORYS 1825 2nd St. Lowell E. Sater 1802 1st St. AGUSTINE E. SEYMOUR 1825 2nd St. J. Edward E. Pease 1825 2nd St. | WASHINGTON 1825 2nd St. NW CLEVELAND 1825 2nd St. NW WASHINGTON 1825 2nd St. NW CLEVELAND 1825 2nd St. NW | CLEVELAND 1825 2nd St. NW CLEVELAND 1825 2nd St. NW CLEVELAND 1825 2nd St. NW CLEVELAND 1825 2nd St. NW | CINCINNATI 1825 2nd St. NW CINCINNATI 1825 2nd St. NW CINCINNATI 1825 2nd St. NW CINCINNATI 1825 2nd St. NW | ALEXANDRIA 1825 2nd St. NW ALEXANDRIA 1825 2nd St. NW ALEXANDRIA 1825 2nd St. NW ALEXANDRIA 1825 2nd St. NW | AKRON 1825 2nd St. NW AKRON 1825 2nd St. NW AKRON 1825 2nd St. NW AKRON 1825 2nd St. NW |
|---|--|--|--|--|--|

Stephen M. Howard
Direct Dial (614) 464-5401
Facsimile (614) 719-4772
E-Mail: smhoward@vsssp.com

May 31, 2007

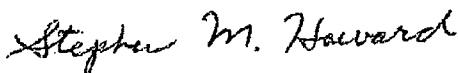
Ms. René Jenkins
Secretary, Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215-3793

Re: Case No. 06-1257-TP-ARB
Sprint Communications Company L.P./
The Chillicothe Telephone Company
Final executed Interconnection Agreement

Dear Ms. Jenkins:

Pursuant to the May 9, 2007 Entry in this matter in which the Commission approved the conforming language Interconnection Agreement as submitted by Sprint on April 23, 2007, I am filing a final executed Interconnection Agreement which contains the conforming language and is signed by both parties. Thank you in advance for your cooperation. I believe that this case can now be closed.

Sincerely yours,



Stephen M. Howard

Attorneys for Sprint Communications Company
L.P.

SMH/jab
Enclosures

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 ADN Date Processed 5/31/07

RECEIVED-DOCKETING DIV
2007 MAY 31 PM 2:18
PUCO

Ms. René Jenkins
May 31, 2007
Page 2

cc: Dan Conway
Gerard Duffy
Jeff Pfaff
Jennifer Duane
Doug Jennings
Lori Sternisha
Michael Twiss

SECTION 251(b) TRAFFIC EXCHANGE AGREEMENT

This Section 251(b) Traffic Exchange Agreement ("Agreement") is effective upon approval by the Public Utilities Commission of Ohio by and between the Chillicothe Telephone Company ("CTC"), and Sprint Communications Company L.P. ("Sprint") a Delaware limited partnership with offices at 6200 Sprint Parkway, Overland Park, KS 66251. Chillicothe and Sprint may collectively be referred to as "Parties," and each individually may be referred to as a "Party."

WHEREAS, CTC is a rural telephone company authorized and certificated by the Public Utilities Commission of Ohio ("PUCO") to provide local exchange telecommunications services and exchange access service within ten local exchanges that serve portions of the Ohio counties of Ross, Pike, Pickaway, Jackson, Hocking, and Vinton.

WHEREAS, Sprint is a telecommunications carrier authorized and certificated by the PUCO to provide competitive local exchange telecommunications services and exchange access services within the State of Ohio, including the counties of Ross, Pike, Pickaway, Jackson, Hocking, and Vinton.

WHEREAS the Parties have agreed to exchange and terminate the local telecommunications traffic of their respective End Users pursuant to the provisions of Section 251(b) of the Communications Act of 1934, as amended ("the Act"), including number portability, dialing parity and reciprocal compensation.

NOW, THEREFORE, in consideration for the mutual obligations set forth below, the Parties agree to the following terms and conditions:

SECTION 1. SCOPE OF AGREEMENT

1.1. The purpose of this Agreement is to exchange local exchange telecommunications traffic, including voice calls utilizing voice over internet protocol technology, that is originated by an End User of one Party within the Local Service Area and that terminates with an End User of the other Party within the Local Service Area.

1.1.1 Definition of End User. The term "End User" means a residential or business subscriber of telecommunications services provided in whole or in part by either Party, which subscriber is physically located within the Local Service Area.

1.1.2 Definition of Local Service Area. The term "Local Service Area" means the geographic area encompassed by the following ten CTC local exchanges: Chillicothe, Massieville, Frankfort, Londonderry, Bainbridge, Kingston, Bourneville, Hallsville, Richmondale, Clarksburg, and any future additions or changes to the Chillicothe exchanges or serving areas as authorized by the PUCO.

1.2. Non-Local Telecommunications Traffic Excluded. This Agreement does not encompass the exchange of telecommunications traffic of any kind that originates or terminates outside the Local Service Area. The exchange, transport and/or termination of such non-local telecommunications traffic are subject to interstate and intrastate access charges.

1.3. Non-Telecommunications Traffic Excluded. This Agreement does not encompass or require the exchange, transport or termination of traffic that is not telecommunications traffic (for example, dial-up or other Internet-bound traffic, and information services traffic), whether or not such non-telecommunications originates and/or terminates in the Local Service Area.

1.4. No Waiver of Rural Telephone Company Status. Nothing in this Agreement shall be interpreted or construed as a waiver by CTC of its status as a "rural telephone company" under Section 3(37) of the Act, or its entitlement to the exemptions, privileges and regulation applicable to rural telephone companies under the Act and/or the policies, orders and regulations of the Federal Communications Commission ("FCC") and/or the PUCO.

1.5. No Limitation of Legal and Policy Advocacy. Nothing in this Agreement shall be interpreted or construed as a waiver, acknowledgement or admission by either Party with respect to any position that either Party may take in a regulatory, judicial, or legislative forum with respect to the lawfulness, reasonableness, or public interest considerations of local competition, interconnection, intercarrier compensation and/or universal service arrangements.

SECTION 2. EXCHANGE OF TRAFFIC

2.1. Covered Local Telecommunications Traffic. The traffic subject to this Agreement is comprised solely of local telecommunications traffic that is originated by an End User of one Party within the Local Service Area and that is terminated by the other Party to its End User within the Local Service Area. The Parties agree and warrant that they will not route traffic other than local telecommunications traffic of their End Users originating and terminating within the Local Service Area over the facilities and arrangements established pursuant to this Agreement, and that the routing by or on behalf of a Party of non-End User, non-local and/or non-telecommunications traffic over such facilities and arrangements constitutes a material breach of this Agreement by such Party. The parties further agree that a Party is not obligated to accept, transport or terminate any traffic from the other Party that it reasonably believes has not originated from an End User within the Local Service Area.

2.2. Verification of Local Telecommunications Traffic. Each Party originating and delivering to the other Party traffic that is subject to this Agreement will provide the terminating Party with NXX codes, telephone numbers and other information necessary to permit the terminating Party's switches and billing systems to identify calls originated by the originating Party's customers as originating from End Users inside or outside the Local

Service Area. To the extent that the telephone equipment and/or telephone numbers of the originating Party's End Users are not limited to fixed physical locations, the originating Party will provide the terminating Party with the additional information necessary and sufficient to permit the terminating Party to identify accurately the calls originated by the originating Party's End Users as originating inside or outside the Local Service Area.

2.3. Billing of End Users. Each Party will ensure that Local Telecommunications Traffic originated by its End Users within the Local Service Area and terminated to the other Party's End Users within the Local Service Area is rated as local calls for purposes of customer billing.

2.4. Point of Traffic Exchange. Each Party will deliver Local Telecommunications Traffic subject to this Agreement to the other Party, and receive Local Telecommunications Traffic subject to this Agreement from the other Party at the Point of Traffic Exchange located at the Sprint Point of Presence located at 665 Marietta, Chillicothe, Ohio.

2.5. Facilities.

2.5.1. Both Parties. Unless otherwise agreed in writing, each Party is responsible for the acquisition, engineering, design, installation, sizing, operation, testing and maintenance of the dedicated facilities necessary to deliver traffic to, and receive traffic at, its side of the Point of Traffic Exchange.

2.5.2. CTC. The Parties agree that CTC will not be required to construct, lease or otherwise acquire any substantial new or additional network facilities to perform its obligations under this Agreement. CTC will employ its existing network facilities (including switches, trunks and lines) to deliver traffic to Sprint at the Point of Traffic Exchange specified in Section 2.4 above, and to transport and terminate traffic received from Sprint at the Point of Traffic Exchange.

2.5.3. Sprint. The Parties agree that Sprint has sole discretion to decide whether to use its existing facilities, construct for itself some or all of the facilities on its side of the Point of Traffic Exchange that are necessary to perform its obligations under this Agreement, and/or to lease some or all of the facilities or purchase some or all of the services necessary to perform its obligations from CTC or from any other carrier of Sprint's choice. At Sprint's request, CTC agrees to furnish to Sprint facilities and services necessary for the transport of Sprint's traffic subject to this Agreement, pursuant to applicable federal and state tariffs.

2.6. Signaling. The Parties will employ SS7 signaling to connect their networks.

2.7. Cooperation. The Parties shall work cooperatively and employ sound engineering practices to ensure the interoperability and adequacy of interfaces and facilities, and to maintain efficient and reliable connection arrangements. The Parties shall exchange appropriate contact information (e.g., maintenance contact numbers and/or

escalation contact information) so that they may communicate with each other rapidly and efficiently to address and resolve questions and problems that may threaten the reliability of their facilities and arrangements subject to this Agreement. The Parties agree to cooperate and to employ their best efforts to deploy sufficient dedicated trunking capacity to and from the Point of Traffic Exchange to accommodate the exchange of the traffic subject to this Agreement and to minimize the likelihood of call blocking.

2.8. Advance Notice of Network Changes and Major Events. Each Party must give the other Party reasonable advance written notice of network changes, major events, and other significant actions or activities that may reasonably be foreseen to affect significantly the volume or quality of the traffic exchanged between that Parties and that may reasonably be foreseen to materially and adversely impact the adequacy, efficiency or reliability of the traffic exchange arrangements between the Parties. Sixty (60) days advance written notice will be deemed reasonable in all instances. In circumstances where sixty (60) days advance written notice is not possible, a shorter notice period may be reasonable.

SECTION 3. DIALING PARITY AND NUMBER PORTABILITY

3.1. Telephone Numbers. Each Party will acquire and implement its own central office (NXX) codes and/or telephone number blocks from the North American Numbering Plan Administrator ("NANPA") in accordance with established telecommunications industry procedures and guidelines. Other than ported telephone numbers, neither Party is obligated to assign, transfer or share NXX codes, telephone number blocks, or individual telephone numbers with the other Party.

3.2. Service Locations. CTC's NXX codes and customer telephone numbers are all assigned to geographic locations within the Local Service Area, and may not be used outside the Local Service Area. Sprint's NXX codes and customer telephone numbers assigned to geographic locations within the CTC Local Service Area may not be used outside the Local Service Area.

3.3. Dialing Parity. Each Party shall permit its End Users within the Local Service Area to make a local call to the End Users of the other Party within the Local Service Area by dialing the same number of digits as necessary to make a local call to the Party's own End Users within the Local Service Area.

3.4. Local Number Portability.

3.4.1. Each Party will provide Service Provider Portability to the other Party as of the same date and under the same terms, conditions and standards. Neither Party will provide Location Portability or Service Portability to the other Party under any circumstances.

3.4.2. Each Party will install, deploy and operate a compatible and interoperable long-term database method for Service Provider Portability, and such method will be

compliant with the requirements and performance criteria of Section 52.23 of the FCC Rules. The method to be deployed and operated by both Parties shall be the Local Routing Number method.

3.4.3. Each Party will provide the other its Local Routing Number.

3.4.4. In the event that a Party ports a telephone number to the other Party, the porting Party will not be responsible for transporting calls, or paying for the transport of calls, directed to the ported number at or via any location outside the Local Service Area.

3.4.5. Before the first telephone number is ported by either Party to the other Party, each Party must complete and deliver to the other a "Trading Party Profile" of the type commonly used in the telecommunications industry to provide contact information, codes, operating hours, and other scheduling and operational information. At the time that a specific telephone number is desired to be ported, the Party must complete a "Local Service Request ("LSR")" in accordance with current Ordering and Billing Forum Local Service Ordering Guidelines, and deliver such LSR to the other Party. If a delivered LSR is complete and accurate and the subject End User has an active account with the Party receiving the LSR, the subject telephone number will be ported within a time period compliant with FCC and industry guidelines. No charge will be assessed upon a Party related to a request for porting.

3.4.6. At such time as a particular End User's telephone number is ported to it by the other Party, the receiving Party will become solely responsible for any and all operator services, directory assistance, Line Information Database ("LIDB"), Caller Name and Number ("CNAM"), Billing Name and Address ("BNA") and other number-based functions and/or services needed or used by the End User and others in association with the ported telephone number.

3.4.7. The Party receiving a ported telephone number from the other Party is responsible for notifying all relevant administrators, databases and carriers (including N-1 carriers) that the Party is now providing service to the ported telephone number, and for arranging for changes in the routing and delivery of calls to the ported telephone number.

3.4.8. When a ported telephone number becomes vacant (that is, when the End User on whose behalf the telephone number was ported terminates service or otherwise ceases to use the ported telephone number), the ported telephone number must be released back to the Party from which the number was previously ported (that is, the Party to which the underlying NXX Code or 1,000-number block is assigned). A vacant number must be released back immediately upon termination of any period for referral of calls (which referral period shall not exceed sixty (60) days for a business telephone number or thirty (30) days for a residential telephone number).

3.4.9. The Parties shall provide LNP query, routing, and transport services in accordance with the requirements of the FCC and the guidelines of the North American

Numbering Council. The applicable charges for LNP query, routing, and transport services shall be billed in accordance with each Party's applicable tariffs or contracts.

3.4.10 Each Party is responsible for obtaining appropriate and sufficient authorization from each End User seeking to retain its local telephone number in connection with a change of the End User's local exchange service provider.

3.4.11 Each Party is responsible for the receipt and transmission of its 911/E911 originated traffic. The Parties will cooperate in the provisioning of appropriate facilities to deliver 911/E911 traffic to the public safety answering point (PSAP).

3.4.12 Directory Listing and Distribution Services. Sprint may provide to CTC or its directory publisher, as specified by CTC, the directory listing information for Sprint End Users located within CTC's operating area that Sprint desires to be included in CTC's directories. It is the responsibility of Sprint to submit directory listing information in the CTC-prescribed manner to CTC or CTC's publisher prior to the directory listing publication cut-off date, which will be provided by CTC or CTC's directory publisher to Sprint.

3.4.13 CTC will include Sprint's End Users primary listing (residence and business) in its White Pages Directory, and if applicable in its Yellow Pages Directory under the appropriate heading classification as determined by CTC's directory publisher as well as in any electronic directories maintained by CTC for its own Customers. Listing of Sprint's End Users will be interfiled with listings of CTC's customers and the customers of other LECs, in the local section of CTC's directories. Sprint's business End Users must arrange separately with CTC for display ads and any other services beyond a simple listing in CTC's Yellow Pages Directory.

3.4.14 Sprint will not provide to CTC or its directory publisher listings for Sprint End Users that have elected not to have their number published in CTC's directories.

3.4.15 Sprint's End Users primary listing information in the telephone directories will be provided at the rate of \$1.00 per subscriber listing for each new annual edition. Additional listings will be made available to Sprint End Users at the rate of \$1.00 per additional listing for each new annual edition.

3.4.16 CTC or its directory publisher will notify Sprint of the distribution periods for CTC's telephone directories. Sprint will provide CTC with a complete list of the names and addresses to which its directories to be delivered at least fifteen (15) business days prior to the initial date of each distribution period. CTC will distribute its telephone directories to the Sprint End Users listed by Sprint in the same manner that CTC distributes directories to its own End Users. The rate for directory distribution will be \$5.00 per book delivered to a Sprint End User.

3.4.17 The rates for directory listings and directory distribution set forth in Sections 3.4.15 and 3.4.16 are interim rates, but will remain in effect during the initial term

and any renewal terms of this Agreement unless and until: (a) the Parties agree to a different directory listing rate and/or directory distribution rate and amend this Agreement accordingly; or (b) CTC proposes a different directory listing and/or directory distribution rate through an appropriate filing with the PUCO and the PUCO approves such rate or rates.

SECTION 4. RECIPROCAL COMPENSATION

4.1 Compensation Arrangement. The Parties have been required by the PUCO to enter into an initial Bill and Keep arrangement wherein each Party must transport and terminate the Local Telecommunications Traffic of the other Party without paying or receiving reciprocal compensation for such transport and termination. If the Local Telecommunications Traffic between the Parties is "unbalanced" (i.e., greater than 55% of the total Local Telecommunications Traffic is exchanged between the Parties in one direction, and less than 45% of such traffic is exchanged in the other direction) for three (3) consecutive monthly billing periods, either Party may convert the compensation arrangement to the reciprocal compensation arrangement as stated in Sections 4.2 and 4.3 below. If the Local Telecommunications Traffic between the Parties subsequently becomes "balanced" (i.e., less than 55% of the total Local Telecommunications Traffic is exchanged between the Parties in one direction, and more than 45% of such traffic is exchanged in the other direction) for three (3) consecutive monthly billing periods, either Party may convert the compensation arrangement back to a Bill and Keep arrangement.

4.2 CTC's Transport and Termination Rate. If a reciprocal compensation arrangement is established pursuant to Section 4.1, CTC will transport and terminate Sprint's Local Telecommunications Traffic from the Point of Traffic Exchange to the CTC End User within the Service Area at an initial interim rate of \$.004376 per minute. CTC may propose a permanent reciprocal compensation rate by making an appropriate Total Element Long-Run Incremental (TELRIC) filing with the PUCO. If the PUCO approves a permanent reciprocal compensation rate, the reciprocal compensation pursuant to the interim rate may be subject to a "true-up" at the direction of the PUCO.

4.3 Sprint's Symmetrical Transport and Termination Rate. If a reciprocal compensation arrangement is established pursuant to Section 4.1, Sprint will transport and terminate CTC's Local Telecommunications Traffic from the Point of Traffic Exchange to the Sprint End User at the rate established pursuant to Section 4.2..

4.4 Computation of Per Minute Charges. Billed minutes will begin when the terminating recording switch receives answer supervision from the called End User and will end when the terminating recording switch receives or sends disconnect (release message) supervision.

4.5 Billing of Reciprocal Compensation. The Parties shall bill each other reciprocally for transport and termination on a monthly basis, and shall normally bill for transported and/or terminated calls within sixty (60) days after such calls take place. In no event shall a Party be obligated to pay for transport and/or termination charges for a call for which the Party was not initially billed for more than six (6) months after the call took place. All undisputed transport and/or termination charges must be paid within forty (40) days after the initial bill for them was mailed, with payments received after the fortieth (40th) day being subject to a late payment charge at an interest rate of the lessor of one and one half (1½%) per month or the highest rate allowed by Ohio statutes. If a Party disputes all or part of the transport and/or termination charges in a bill, the Party must notify the other Party in writing within forty-five (45) days after the disputed bill was mailed of the existence of a dispute, the specific amounts or charges that are disputed, and the specific reasons for the dispute. Disputed bills will be addressed and resolved pursuant to the Dispute Resolution procedures in Section 12 of this Agreement. Disputed amounts determined to be due and payable to the billing Party may be subject to the late payment charge set forth above.

SECTION 5. TERM OF AGREEMENT

This Agreement shall have an initial term of two (2) years from the date that it is approved by the PUCO. If neither Party provides written notice to the other Party at least one hundred and thirty five (135) days prior to expiration, this Agreement shall automatically renew for successive one (1) year periods. If a Party provides written notice to the other Party of its intent to negotiate a new agreement at least one hundred and thirty five (135) days prior to expiration, and the Parties have not reached a new agreement by the date of expiration, this Agreement shall continue in effect for the longer of one hundred eighty (180) days or until the Parties enter into a superseding agreement.

SECTION 6 AUDITS

Either Party may conduct an audit of the other Party's books and records pertaining to the traffic exchanged and services provided under this Agreement, no more frequently than once per six (6) month period, to verify the originating locations of Local Traffic and to evaluate the accuracy of the other Party's billing, data and invoicing under this Agreement. Any audit shall be performed as follows: (a) the auditing Party must give the audited Party at least thirty (30) days prior written notice of its intent to audit; (b) the audit must be subject to reasonable scheduling requirements and limitations of the audited Party; (c) each Party will bear the costs of its own employees and agents that participate in the audit; (d) the audit will be of a reasonable scope and duration; (e) the audit will be conducted in a manner so as not to interfere with the audited Party's business operations; and (f) the audit will be conducted in compliance with the audited Party's security rules.

SECTION 7. LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 Neither Party shall be liable to the other Party or to the other Party's End Users for any lost profits or revenues or for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. Notwithstanding the foregoing, a Party's liability shall not be limited with respect to its indemnification obligations under this Agreement.

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

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

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

SECTION 8. FORCE MAJEURE

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, labor strikes or unusually severe weather. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay; provided, however, that the affected Party shall make

commercially reasonable efforts to restore service as soon as practicable. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations during the delay.

SECTION 9. AGENCY

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

SECTION 10. NONDISCLOSURE OF PROPRIETARY INFORMATION

10.1 The Parties desire to protect certain Proprietary Information, as defined herein, should it become necessary to exchange Proprietary Information during the term of this Agreement. Proprietary Information shall include, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act, and similar information. Furthermore, Proprietary Information shall include (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; and (ii) information derived by the receiving Party from a disclosing Party's usage of the receiving Party's network. Proprietary Information is deemed proprietary to the disclosing Party and it shall be protected by the receiving Party in the same manner as the receiving Party would protect its own proprietary information. Proprietary Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.

10.2 The receiving Party shall have no obligation to safeguard Proprietary Information (i) which was in the receiving Party's possession free of restriction prior to its receipt from disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by receiving Party, or (iii) after it is independently developed by personnel of receiving Party to whom the disclosing Party's Proprietary Information had not been previously disclosed. The receiving Party may disclose Proprietary Information if required by law, a court, or governmental agency; provided, however, that the receiving Party shall provide as much written and other notice as possible (as considered in the context of time frames identified in the legal requirement) to the disclosing Party prior to disclosing any information to the governmental entity so that the disclosing Party an opportunity to consider the legal requirement.

SECTION 11 NOTICES

Bills shall be effective when received or five (5) business days after being sent via first class mail, whichever is sooner, to:

Notices shall be effective five (5) business days after being sent via registered mail with return receipt requested, to:

FOR Sprint:
Business Name: Sprint
Attention: Manager, ICA Solutions
Mailing Address: P. O. Box 7954
Shawnee Mission, KS 66207-0957
or
Mailstop: KSOPHA0310-3B372
6330 Sprint Parkway
City/State/Zip Code: Overland Park, KS 66251

With a Copy to: Legal/Telecom Management Group
P. O. Box 7966
Shawnee Mission, KS 66207-0966

FOR CTC:
Business Name: Chillicothe Telephone Company
Attention: Manager, _____
Mailing Address: 68 East Main Street
City/State/Zip Code: Chillicothe, OH 45601

or to such other location as the receiving party may direct in writing.

SECTION 12. DISPUTE RESOLUTION

Should a dispute arise between the Parties with respect to implementation or enforcement of this Agreement, either Party may give written notice of its intent to seek dispute resolution pursuant to this Section 12. Upon receipt of this notice, representatives of the Parties with primary responsibility for the area(s) of dispute shall first meet and confer as often as they deem reasonably necessary to resolve the dispute. If these initial negotiations should fail to resolve the dispute within thirty (30) calendar days from receipt of the notice, either Party may request in writing that the dispute be escalated to the Vice President level (or other position with authority to negotiate and settle on behalf of each Party). If these second-tier negotiations should fail to resolve the dispute within sixty (60) calendar days after the matter has been escalated, either Party may seek relief from the PUCO, the FCC, or any other regulatory body or court of competent jurisdiction. Notwithstanding the foregoing, in the event that a dispute impairs the service a Party provides to its customers, the affected Party may seek immediate relief from the PUCO, the FCC, or any other regulatory body or court of competent jurisdiction. Pending resolution of the dispute, each Party shall continue to perform its obligations under this Agreement and shall not take any other action with respect to the disputed issue except as set forth in this Section 12. In the case of billing disputes regarding facilities or services purchased by Sprint from CTC under Section 2.3.2 or regarding reciprocal compensation under Section 4, the Parties agree that any and all amounts that are undisputed shall be paid

in a timely manner, and will not be withheld pending resolution of the disputed portion of any bill.

SECTION 13. SEVERABILITY

If any part of this Agreement is held to be invalid for any reason, such invalidity shall affect only the portion of the Agreement that is invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect, unless removal of that provision results in a material change to this Agreement. In such case, the Parties shall negotiate in good faith to replace the unenforceable language with language that reflects the intent of the Parties as closely as possible. If replacement language cannot be agreed upon, either Party may request dispute resolution pursuant to Section 12.

SECTION 14. ASSIGNMENT

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void ab initio, provided however that consent will not be unreasonably withheld, conditioned or delayed, except that upon written notice either Party may assign this Agreement or any rights and obligations hereunder without the other Party's consent to any entity that the assigning Party controls, is controlled by, or is under common control with.

SECTION 15. ENTIRE AGREEMENT

This Agreement, including all Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitutes the entire matter thereof, and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. No modification or waiver of any provisions of this Agreement shall be effective unless in writing and signed by both parties.

SECTION 16. MULTIPLE COUNTERPARTS

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

SECTION 17. DEFAULT

If either Party defaults in the payment of any undisputed amount, or if either Party materially breaches any other material provision of this Agreement, and such default or violation shall continue for thirty (30) days after written notice thereof, the other Party may move to terminate this Agreement or suspend the provision of any or all services hereunder by providing a second written notice to the defaulting Party and to the PUCO thirty (30)

days prior to the intended date of suspension or termination. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period noted above, or the alleged default or violation is the subject of a good faith dispute, the other Party shall not terminate the Agreement or suspend service provided hereunder.

SECTION 18. REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

SECTION 19. NO THIRD PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

SECTION 20. JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

SECTION 21. HEADINGS

The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement.

SECTION 22. CHANGE OF LAW

In the event of a change in applicable law (including, but not limited to, rulings by the FCC or the PUCO) that materially affects any material term of this Agreement or the rights or obligations of either Party hereunder, the Parties shall promptly renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required as a result of such legislative, regulatory, judicial or other legal action.

SECTION 23. GOOD FAITH

Each Party has disclosed accurately and in good faith to the other Party all material information regarding the nature of the services to be furnished under this Agreement, and the facilities and equipment to be requested or provided under this Agreement.

SECTION 24. GOVERNING LAW

To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the State of Ohio without regard to its conflicts of laws principles.

IN WITNESS WHEREOF, each Party having been advised by counsel, the Parties hereto have caused this Agreement to be executed as of the date(s) set forth below.

SPRINT COMMUNICATIONS COMPANY L.P.

CHILLICOTHE TELEPHONE

By: _____

By: _____

Printed: Gary B. Lindsey

Printed: William A. McKel

Title: Director - Access Solutions

Title: CEO

Date: _____

Date: _____

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

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in

Case No(s). 09-1931-TP-NAG

Summary: Application Time Warner Cable Information Services (Ohio), LLC/The Chillicothe Telephone Company Telecommunications Application Form electronically filed by Mr. Stephen M Howard on behalf of Time Warner Cable Information Services (Ohio), LLC