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February 3, 2012

Renee J. Jenkins, Director of Administration  
Docketing Department  
Public Utilities Commission of Ohio  
180 E. Broad Street  
Columbus, OH 43215-3793


RE: Case No. 12-532 - TP-NAG, Application of TeleStride, LLC for Approval  
Of Interconnection Agreement with The McClure Telephone Company and  
McClure Communications Corporation

Dear Ms. Jenkins:

TeleStride, LLC ("TeleStride") encloses for filing an original and seven copies of its  
above-reference application for filing.

Should you have any questions concerning this application, please do not hesitate to  
contact me.

Respectfully submitted,

  
David A. Ferris  
Counsel for TeleStride, LLC

DAF/baf  
Enclosures

This is to certify that the images appearing are an  
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*The Public Utilities Commission of Ohio*  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of TeleStride, LLC for  
Approval of Interconnection Agreement with The McClure  
Telephone Company and McClure Communications  
Corporation

TRF Docket No. 90-\_\_\_\_\_

Case No. 12 - 532 - TP - NAG

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

Name of Registrant(s) TeleStride, LLC

DBA(s) of Registrant(s) TeleStride

Address of Registrant(s) c/o Venable LLP, 575 7th St., N.W., Washington, DC 20004

Company Web Address \_\_\_\_\_

Regulatory Contact Person(s) James U.

Phone 202-344-8066

Fax 202-344-8300

Troup

Regulatory Contact Person's Email Address

jtroup@venable.com

Contact Person for Annual Report James U. Troup

Phone 202-344-8066

Address (if different from above) \_\_\_\_\_

Consumer Contact Information James U. Troup

Phone 202-344-8066

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.]

**Notes :**

Section I and II are Pursuant to Chapter 4901:1-6 OAC.

Section III – Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

Section IV – Attestation.

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

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

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://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.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All Filings that result in a change to one or more tariff pages require, at a minimum, the following 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 I – Part I - Common Filings**

<b>Carrier Type</b> <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> ATA <u>1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA <u>1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> ZTA <u>1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <u>1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <u>1-6-14</u> <u>(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	<input type="checkbox"/> ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <u>1-6-08(G)</u> (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA <u>1-6-25(B)</u> (0 day Notice)
<b>Other*</b> (explain) _____			

**Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC**

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Date Notice Sent:</b>				

**Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC**

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section II – Part I – Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Telecommunications Service Provider Not Offering Local	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <u>1-6-08</u> * (Auto 30- day)	<input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day)	<input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day)	<input type="checkbox"/> UNC <u>1-6-09</u> *(Non-Auto)

\*Supplemental Certification forms can be found on the Commission Web Page.

## Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)	<input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days)	<input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice)

\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

## Section III – Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input checked="" type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)	<input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)	<input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <u>1-7-23(B)</u> (Non-Auto)	
Wireless Providers See <u>4901:1-6-24</u>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

#### Section IV. – Attestation

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

#### **AFFIDAVIT** ***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, TeleStride, LLC, and am authorized to make this statement on its behalf.

James U. Troup  
(Name)

Please Check ALL that apply:

☐ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules 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 attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

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

Executed on (Date) January 31, 2012 at (Location) Washington, DC

\*(Signature and Title)

James U. Troup  
Manager

(Date)

1/31/2012

- 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, James U. Troup verify that I have utilized the Telecommunications Filing Form for most 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)

James U. Troup  
Manager

(Date) January 31, 2012

\*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***

**TELECOMMUNICATIONS FACILITIES  
LEASE AGREEMENT**

This TELECOMMUNICATIONS FACILITIES LEASE AGREEMENT ("Agreement") is entered into by and between McClure Communications Corporation and The McClure Telephone Company (collectively "McClure") and TeleStride, LLC ("TeleStride"), or their successors or assigns. Together, McClure and TeleStride are herein referred to as the "Parties" and each individually as a "Party." This Agreement is effective as of January 10, 2012 ("Effective Date").

**RECITALS**

**WHEREAS**, TeleStride is a competitive local exchange carrier with Tariff F.C.C. No. 1 on file with the Federal Communications Commission ("FCC") offering access service to interexchange carriers for the origination and termination of calls within the United States; and

**WHEREAS**, The McClure Telephone Company is the incumbent local exchange carrier that provides telephone exchange service and exchange access service in McClure, Ohio; and

**WHEREAS**, McClure Communications Corporation is a competitive local exchange carrier that will offer access service to interexchange carriers for the origination and termination of calls between Ohio and the rest of the United States; and

**WHEREAS**, the Parties desire that McClure lease rack space and other facilities to TeleStride so that TeleStride can provide telephone exchange service and access service to interexchange carriers for calls that originate from or terminate to TeleStride's end user customers in Ohio.

**NOW THEREFORE**, in consideration of the provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TeleStride and McClure hereby agree as follows:

**1. DEFINITIONS**

All terms not otherwise defined in this Agreement shall be defined in accordance with the definitions set forth in the Communications Act, 47 U.S.C. 151 et. seq. and the FCC's rules and shall be construed as such terms are commonly used in the telecommunications industry.

**2. END OFFICE SWITCH AND INTERCONNECTION**

2.1 TeleStride will deploy its own end office switch in McClure, Ohio that will be located in space leased from McClure. End user customers of TeleStride's local exchange service will connect their equipment to TeleStride's end office switch. TeleStride will then bill interexchange

carriers for access service that is used for calls that originate from or terminate to those TeleStride customers under either of the interconnection arrangements described hereinafter in paragraph 2.2.

2.2 The interconnection arrangements will be deployed in two separate phases as follows:

- (A) In the first phase, TeleStride will provide interexchange carriers with local switching at TeleStride's end office in McClure, Ohio, and McClure will provide tandem-switched transport to interexchange carriers for calls that originate from or terminate to TeleStride's end office switch in McClure, Ohio. TeleStride will bill interexchange carriers for end office local switching, and McClure will bill interexchange carriers the tandem switched facility rate and the tandem switched termination rate for calls originating from or terminating to TeleStride's end office switch in McClure, Ohio. None of the access service traffic originating from or terminating to TeleStride's end office switch and TeleStride's customers will pass through the McClure end office local switch. Only local calls will be connected to McClure's end office switch. McClure will not bill interexchange carriers for end office local switching for traffic originating from or terminating to TeleStride's end office switch or TeleStride's customers' equipment. TeleStride will also purchase from McClure SS7 transport, rack space in McClure, Ohio for TeleStride's end office switch and TeleStride's customers' equipment, DS3 transport for local calls connecting to the McClure end office switch in McClure, Ohio, lease of local loops to end users' premises in McClure, Ohio, access to 911 service, 411 directory assistance, operator services, telephone relay service, and database queries. TeleStride will obtain its own telephone numbers assigned to TeleStride's end office switch in McClure, Ohio. McClure may also transfer some of its telephone numbers for use by TeleStride.
- (B) In the second phase, McClure will deploy an access tandem after obtaining the necessary regulatory and industry approvals. Without changing the location of the TeleStride end office switch in McClure, Ohio,, TeleStride agrees to move its access service traffic to the McClure access tandem after the major interexchange carriers (such as AT&T, Sprint, Verizon, Qwest, and Level 3) have agreed to terminate traffic through the McClure access tandem and have connected their facilities to that access tandem. The migration to the McClure access tandem will be accomplished without changing the location of the TeleStride end office switch and TeleStride's customers' equipment in McClure, Ohio. TeleStride will bill interexchange carriers for end office local

switching, and McClure will bill interexchange carriers the tandem switched facility rate, the tandem switched termination rate, the access tandem switching rate and any entrance facilities rates for calls originating from or terminating to TeleStride's end office switch in McClure, Ohio. None of the access service traffic originating from or terminating to TeleStride's end office switch and TeleStride's customers will pass through a McClure end office local switch. Only TeleStride's local calls will be connected to McClure's end office switch. TeleStride will also purchase from McClure SS7 transport, rack space in McClure, Ohio for TeleStride's end office switch and TeleStride's customers' equipment, DS3 transport for local calls connecting to the McClure end office switch in McClure, Ohio, lease of local loops to end users' premises in McClure, Ohio, access to 911 service, 411 directory assistance, operator services, telephone relay service and database queries. Calls will terminate to the same TeleStride telephone numbers during phase two that were assigned to TeleStride's end office switch during phase one.

- 2.2 The Parties shall work cooperatively to add TeleStride's end office switch described in paragraph 2.1 above to the Local Exchange Routing Guide ("LERG") as a TeleStride end office switch initially subtending Frontier North Inc.'s access tandem in phase one and subsequently subtending McClure's access tandem in phase two. The Parties agree to make all corresponding updates to switches and network systems necessary to route access service traffic to such TeleStride end office switch.

### **3. RACK SPACE AND INTERNET**

- 3.1 TeleStride agrees to pay McClure for rack space, power, and internet access in McClure, Ohio in the amount of \$500.00 per month for a full rack. As part of the consideration for receiving this monthly payment, McClure will provide TeleStride with 10 Mbps internet connections that TeleStride and its customers will need to communicate with their equipment located in the rack space leased from McClure in McClure, Ohio. With each interconnection, McClure will provide a /28 public IP space. McClure will lease to TeleStride sufficient rack space and power necessary to locate the equipment of TeleStride's customers, TeleStride's end office switch and other TeleStride equipment in McClure, Ohio. McClure agrees to furnish the same temperature controlled environment, with power and a commercially reasonable backup power generator system, as is used for McClure's own equipment.
- 3.2 TeleStride will have access at all reasonable times to McClure's central office building for the purpose of inspecting, repairing or removing equipment.

#### **4. TRANSPORT AND SIGNALING FACILITIES**

- 4.1 For two-way local traffic only, McClure will lease to TeleStride coax DS3 transport facilities between TeleStride's end office switch in McClure, Ohio and McClure's local end office switch in McClure, Ohio. McClure will lease to TeleStride local loops to end users' premises in McClure, Ohio and provide TeleStride with access to 911 service, 411 directory assistance, telephone relay service, operator services and lease two A-links to TeleStride that enable TeleStride to transport signaling and query databases.
- 4.2 For the lease of the bi-directional local transport facilities described in paragraph 4.1 above, TeleStride shall pay McClure monthly recurring fees in the amount of \$2,000.00 per DS3 per month. In addition, TeleStride will pay McClure \$50.00 per A-link per month, per query rates of \$0.015620 for LIDB, 800 database and other database queries, \$14.75 per loop per month for the lease of local loops to end users' premises, and \$50.00 per month for access to 911 service, 411 directory assistance, telephone relay service, and operator services.

#### **5. ENGINEERS AND TECHNICIANS**

- 5.1 McClure will provide TeleStride with technicians and engineers to install, monitor and maintain TeleStride's end office switch and the equipment of TeleStride's customers in McClure, Ohio. In addition, McClure will provide TeleStride with a technician or engineer who will be TeleStride's contact for responding to inquiries from the Ohio 911 public safety answering points and oversee in person the interception of communications by law enforcement agencies in accordance with 47 C.F.R. § 1.20004. TeleStride shall pay McClure a rate of \$40.00 for each 15 minute increment a McClure employee is engaged in providing such technical support.

#### **6. BILLING AND PAYMENT**

- 6.1 McClure will bill TeleStride on a monthly basis for the facilities leased and engineers provided under this Agreement. McClure's invoices will provide the number of circuits leased, time worked by engineers, and supporting data for the facilities leased to TeleStride.
- 6.2 Payments for McClure's invoices under this Agreement are due within thirty (30) days after TeleStride receives each invoice.
- 6.3 TeleStride will not be obligated to begin leasing or paying for the services and facilities described in this Agreement until all of the following have been accomplished: (a) the Ohio Public Utilities Commission has

approved TeleStride's tariffs and certifications as a competitive local exchange carrier, (b) the Ohio Public Utilities Commission has approved all TeleStride interconnection agreements with The McClure Telephone Company and Frontier North Inc. required by state or federal laws, (c) TeleStride has purchased and installed its end office switch in the rack space leased from McClure located in McClure, Ohio, (d) telephone numbers have been assigned to TeleStride's end office switch in McClure, Ohio, and (e) two-way test calls have been successfully placed to and from TeleStride's end office switch in McClure, Ohio and the networks of the major interexchange carriers.

**7. MAINTENANCE**

McClure will provide installation, maintenance, repair and security so as to ensure that the facilities leased under this Agreement continue to work within normal parameters and in compliance with applicable industry standards.

**8. TERM**

This Agreement will have an initial term of five (5) years. Thereafter, the Agreement will automatically renew for additional one (1) year terms until and unless either Party provides written notice of non-renewal to the other Party ninety (90) days or more prior to the end of the then current term. Notwithstanding the foregoing, TeleStride may terminate this Agreement should interexchange carriers fail to pay TeleStride's invoices for access service to such a degree that TeleStride collects an insufficient amount of access service revenue to pay McClure's invoices under this Agreement. Either Party may terminate this Agreement upon the occurrence of a material breach of a material provision by the other Party if such breach is not cured within thirty (30) days after written notice is sent to the breaching Party identifying the matter constituting the material breach.

**9. NOTICE**

All notices and communications under this Agreement shall be in writing and shall be given hand delivery or by over-night mail (such as federal express) addressed to the individuals who have executed this Agreement on behalf of the respective Parties as set forth below, or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

## 10. MISCELLANEOUS PROVISIONS

### 10.1 Entire Agreement.

This Agreement embodies the entire agreement and understanding between the Parties and supersedes any prior agreements and understandings relating to the subject matter hereof.

### 10.2 Governing Law.

Any claim arising out of this Agreement shall be governed by the laws of Ohio.

### 10.3 Severability.

If any part or provision of this Agreement is or shall be deemed violative of any applicable laws, rules or regulations, such legal invalidity shall not void this Agreement or affect the remaining terms and provisions of this Agreement, and this Agreement shall be construed and interpreted to comport with all such laws, rules or regulations to the maximum extent possible. Notwithstanding the foregoing, the Parties acknowledge that the FCC is in the process of implementing new intercarrier compensation rules and agree that TeleStride may terminate this Agreement should those new FCC rules render TeleStride's access service uneconomical or violative of any such regulations.

### 10.4 Waivers.

Failure of either Party to enforce or insist upon compliance with the provisions of this Agreement, or to waive compliance with any provisions of this Agreement in any instance, shall not be construed as a general waiver or relinquishment of any provision or right under this Agreement.

### 10.5 Amendments

This Agreement may only be amended or modified by a written instrument executed by all the Parties hereto.

### 10.6 Binding Effect

This Agreement is binding upon the Parties hereto, their respective heirs, executors, administrators, successors and assigns.

10.7 Counterpart.

The Parties may execute this Agreement in two or more counterparts, which shall together constitute a single, integrated Agreement. Each counterpart shall be deemed an original instrument as against any Party who has signed it.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf.

**The McClure Telephone Company and  
McClure Communications Corporation**

**TeleStride, LLC**

By: DUANE E. SCHROEDER

By: James U. Troup

Signature: Duane E. Schroeder

Signature: James U. Troup

Title: MANAGER

Title: Manager

Date: 1-10-2012

Date: 1/9/2012