

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 The Middle Point Home)
Telephone Company for Approval of an Amendment to)
Certain Interconnection Agreements with New Cingular)
Wireless PCS, LLC and its CMRS Operating Affiliates)

TRF Docket No. _____

Case No. 12 - 1741 - **TP** - NAG

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

Name of Registrant(s) Middle Point Home Telephone Company

DBA(s) of Registrant(s) _____

Address of Registrant(s) 106 1/2 E. Jackson St., PO Box 41, Middle Point, OH 45863

Company Web Address www.middlepointtel.com

Regulatory Contact Person(s) Carolyn S. Flahive

Phone 614-469-3294

Fax 614-469-3361

Regulatory Contact Person's Email Address Carolyn.Flahive@ThompsonHine.com

Contact Person for Annual Report Kent Hughes, Plant Manager

Phone 419-968-2000

Address (if different from above) _____

Consumer Contact Information Kent Hughes, Plant Manager

Phone 419-968-2000

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 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

Carrier Type <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"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> <u>ATA 1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)	<input type="checkbox"/> <u>ATA 1-6-14(I)</u> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> <u>ZTA 1-6-14(F)</u> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> <u>ZTA 1-6-27(C)</u> (0 day Notice)	<input type="checkbox"/> <u>ZTA 1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> <u>TRF 1-6-14(F)</u> (0 day Notice)	<input type="checkbox"/> <u>TRF 1-6-14(F)(4)</u> (0 day Notice)	<input type="checkbox"/> <u>TRF 1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> <u>BLS 1-6-14(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> <u>ACB 1-6-32</u> (Auto 14 days)	<input type="checkbox"/> <u>ACB 1-6-32</u> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> <u>TRF 1-6-08(G)(0 day)</u>
BLES withdrawal			<input type="checkbox"/> <u>ZTA 1-6-25(B)</u> (0 day Notice)
Other* (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"/>
Date Notice Sent:				

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"/> UNCL-6-09 *(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 checked="" type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day)	<input 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"/> UNCL-7-04 or 05 (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, _____, and am authorized to make this statement on its behalf.

(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) _____ 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, Carolyn S. Flahive, 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) /s/ Carolyn S. Flahive, Esq.

(Date) June 4, 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

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of The)	
Middle Point Home Telephone Company for)	Case No. 12-1741-TP-NAG
Approval of an Amendment to Certain)	
Interconnection Agreements with New Cingular)	
Wireless PCS, LLC and its CMRS Operating)	
Affiliates)	

APPLICATION FOR APPROVAL OF AN INTERCONNECTION AGREEMENT
AMENDMENT PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

Middle Point Home Telephone Company ("MPHTC") hereby files the attached Amendment to two interconnection agreements between MPHTC and New Cingular Wireless PCS, LLC and its Commercial Mobile Radio Service operating affiliates (the "Agreement") for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. 151 et. seq.) ("the Act"). The Amendment has been arrived at through good faith negotiations between the Parties as contemplated by Section 252(a) of the Act.

The two underlying interconnection agreements do not appear on the Commission's Docketing Information System, therefore those agreements are attached as well. MPHTC requests that the Commission approve the Amendment.

Respectfully submitted,

MIDDLE POINT HOME TELEPHONE
COMPANY

By: /s/ Carolyn S. Flahive

Carolyn S. Flahive (0072404)
THOMPSON HINE LLP
41 South High Street, Suite 1700
Columbus, Ohio 43215-6101
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Its Attorney

TRAFFIC EXCHANGE AGREEMENT

BETWEEN

Middle Point Home Telephone Company

AND

Centennial Cellular Tri-State Operating Partnership

dba Centennial Wireless

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I. Article I

1. INTRODUCTION

This traffic exchange and compensation agreement ("Agreement") is effective upon filing with the Commission (the "Effective Date"), by and between Middle Point Home Telephone Company ("Middle Point") with offices at 106 1/2 E. Jackson Street, Middle Point, Ohio 45863, and Centennial Cellular Tri-State Operating Partnership dba Centennial Wireless ("CENTENNIAL") with offices at 2422 W. State Blvd., Ft. Wayne, IN 46808.

2. RECITALS

WHEREAS, Middle Point is an incumbent Local Exchange Carrier in the State of Ohio; and

WHEREAS, CENTENNIAL is a Commercial Mobile Radio Service provider of two-way mobile communications services operating within the State of Ohio as such two-way mobile service is defined in 47 U.S.C. § 153(27); and

WHEREAS, the Parties acknowledge that Middle Point is entitled to maintain that it is a rural telephone company (as defined in 47 U.S.C. 153) as provided by 47 U.S.C. 251(f). By entering into this Agreement, Middle Point is not waiving its right to maintain that it is a rural telephone company and its right to maintain that it is exempt from § 251(c) under 47 U.S.C. 251 (f) of the Act;

WHEREAS, Middle Point and CENTENNIAL exchange traffic between their networks and wish to establish traffic exchange and compensation arrangements for exchanging traffic as specified below; and

WHEREAS, Middle Point and CENTENNIAL seek to establish an interconnection arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Middle Point and CENTENNIAL hereby agree as follows:

II. Article II

1. DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and

Traffic Exchange Agreement between Middle Point and Centennial

usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

- 1.1 "Act" means the Communications Act of 1934, as amended.
- 1.2 "As Defined in the Act" means as specifically defined by the Act, as may be interpreted by the FCC, the Commission, Ohio state courts, or federal courts.
- 1.3 "As Described in the Act" means as described in or required by the Act, as may be interpreted by the FCC, the Commission, Ohio state courts, or federal courts.
- 1.4 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.5 "Applicable Law" means all effective laws, administrative rules and regulations, and any court orders, rulings and decisions from courts of competent jurisdiction, applicable to each Party's performance of its obligations under this Agreement.
- 1.6 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
 - (a) "End Office Switch" is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.
 - (b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a relevant host office. Local switching capabilities may be resident (intra-nodal switching, if so equipped) in a Remote End Office Switch.
 - (c) "Host Office Switch" is a switch with centralized control over the functions of one or more subtending Remote End Office Switches. A Host Office Switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.
 - (d) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. Local tandems switch traffic from one end office to another

within the same geographic area, and access tandems switch traffic from End Offices to and from an Interexchange Carrier.

- 1.7 "Commercial Mobile Radio Services" or "CMRS" means a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public 47 CFR § 20.
- 1.8 "Commission" means the Public Utilities Commission of Ohio.
- 1.9 "Extended Area Service" or "EAS" is defined as traffic that originates in one exchange and terminates in another exchange, where the originating and terminating exchanges have an arrangement between them such that a separate toll charge is not applied. The terms EAS and EAS Exchanges are as defined and specified in Middle Point's then current General Subscriber Services Tariff.
- 1.10 "Effective Date" means the date that the Agreement was filed with the Commission.
- 1.11 "FCC" means the Federal Communications Commission.
- 1.12 "Interconnection" for purposes of this Agreement is the linking of Middle Point and CENTENNIAL networks for the exchange of telecommunications traffic described in this Agreement. This term does not include the Transport and Termination of Recip Comp Traffic.
- 1.13 "Interexchange Carrier" or "IXC" means a carrier, other than a CMRS carrier, that provides or carries, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.
- 1.14 "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area.
- 1.15 "IntraLATA Toll Traffic" means those station calls that originate and terminate within the same local access and transport area and that are carried outside Middle Point's Local Service Area.
- 1.16 "Local Access and Transport Area" or "LATA" means a contiguous geographic area:
 - (a) Established before February 8, 1996, by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or

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- (b) Established or modified by a Bell operating company after February 8, 1996, and approved by the FCC.
- 1.17 "Local Service Area" means, for CENTENNIAL, Major Trading Area 3 (Chicago) and for Middle Point, its local calling area contained in Middle Point's then current General Subscriber Services Tariff.
- 1.18 "Local Exchange Carrier" or "LEC" means any person or business that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person or business insofar as such person or business is engaged in the provision of a commercial mobile service under § 332(c) of the Act, except to the extent that the Federal Communications Commission finds that such service should be included in the definition of such term. 47 U.S.C. § 153(26).
- 1.19 Local Exchange Routing Guide or "LERG" means the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.20 "Major Trading Area" or "MTA" means the Major Trading Area designated by the FCC which is the service area based on the Rand McNally 1992 Commercial Atlas & Marketing Guide, 123rd edition, at pages 38-39, as further specified or modified by 47 C.F.R. § 24.202(a) or other applicable law.
- 1.21 "Mobile Station" means a radio-communication station capable of being moved and which ordinarily does move. 47 U.S.C. § 153(28)
- 1.22 "Non-Recip Comp Traffic" means all traffic that is not Recip Comp Traffic as defined in § 1.29, herein.
- 1.23 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed to (*i.e.*, NPA/NXX-XXXX).
- 1.24 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.
- 1.25 "Party" means either Middle Point or CENTENNIAL, and "Parties" means Middle Point and CENTENNIAL.
- 1.26 "Point of Interconnection" or "POI" means the mutually agreed upon point on Middle Point's network where an originating Party's traffic is deemed to be handed off to the terminating Party's network.

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- 1.27 "Rate Center" means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of exchange services.
- 1.28 "Reciprocal Compensation" means an arrangement between two carriers in which each receives the same compensation rate from the other carrier for the transport and termination on each carrier's network of Recip Comp Traffic, as defined in § 1.29 below, that originates on the network facilities of the other carrier. Reciprocal Compensation shall be due to the Party that terminates the other Party's calls, and the rate that applies shall be symmetrical.
- 1.29 "Reciprocal Compensation Traffic" or "Recip Comp Traffic" is defined as traffic that is originated by a customer of one Party on that Party's network, and terminates to a customer of the other Party on the other Party's network within the same Major Trading Area (MTA). Recip Comp Traffic may be handled pursuant to an agreement between the originating Party and a third-party carrier, which performs only a contractual transiting function for the originating Party in lieu of a direct connection between the Parties, provided that the service provided by CENTENNIAL is a two-way mobile service. For purposes of determining originating and terminating points, the originating or terminating point for Middle Point shall be the end office serving the calling or called party, and for CENTENNIAL shall be the originating or terminating cell site location which services the calling or called party at the beginning of the call.
- 1.30 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received. 47 U.S.C. § 153(43)
- 1.31 "Telecommunications Act" means the Communications Act of 1934, as amended.
- 1.32 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. § 226(a)(2)). A Telecommunications Carrier shall be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. 47 U.S.C. § 153(44)
- 1.33 "Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.34 "Termination" means the switching of Recip Comp Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called Party's premises or mobile handset.

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- 1.35 "Transiting Traffic" is Recip Comp Traffic transported and/or switched by an intermediate third party which third party neither originates or terminates the traffic on its network and is acting solely as an intermediary.
- 1.36 "Transport" means the transmission and any necessary tandem switching of Recip Comp Traffic subject to § 251(b)(5) of the Act from the Point of Interconnection between the two carriers to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.
- 1.37 "Type 2 Service" often referred to as a trunk side connection, is a service that involves interconnection to a telephone company end office (Type 2-B) or tandem (Type 2-A).

2.0 INTERPRETATION AND CONSTRUCTION

- 2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

3.0 SCOPE

- 3.1 This Agreement is intended, *inter alia*, to describe and enable specific traffic exchange and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.
- 3.2 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect the CMRS network of CENTENNIAL and the Middle Point network for purposes of exchanging Recip Comp Traffic. This Agreement does not cover CENTENNIAL one-way paging service traffic or fixed wireless. CENTENNIAL does not currently provide fixed wireless services in Middle Point's Local Service Area. CENTENNIAL agrees that it will provide prior notice of its intent to launch fixed wireless services in Middle Point's Local Service Area. Upon Middle Point's receipt of such notice, the Parties agree to negotiate in good faith an appropriate agreement or an Amendment to this Agreement, which will address the exchange of such traffic; provided, however, that in the event that the Parties cannot reach resolution of the terms and

Traffic Exchange Agreement between Middle Point and Centennial

conditions of such agreement or Amendment, either Party may seek resolution of any unresolved or disputed issues pursuant to the Dispute Resolution procedures identified in § 17 of this Agreement. In the event Middle Point does not route land to mobile intraMTA toll traffic where Middle Point is the presubscribed service provider over direct CENTENNIAL trunks, Middle Point will compensate CENTENNIAL for such traffic, as though it had been directly routed to CENTENNIAL trunks, at Reciprocal Compensation rates included in this Agreement.

- 3.3 This Agreement relates to exchange of traffic between Middle Point and CENTENNIAL. CENTENNIAL represents that it is a CMRS provider of telecommunications services to subscribers in MTA 3 (Chicago). Additions or changes to CENTENNIAL's NPA/NXXs will be as listed in Telcordia's Local Exchange Routing Guide ("LERG") under Operating Company Number ("OCN") 6629 and 938C.
- 3.4 This Agreement is limited to Middle Point's end user customers' traffic for which Middle Point has tariff authority to carry. Middle Point's NPA/NXX(s) are listed in the LERG under OCN 0633.
- 3.5 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

4.0 SERVICE AGREEMENT

- 4.1 Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of Middle Point and CENTENNIAL. Additional arrangements that may be agreed to in the future will be delineated in Attachment B to this Agreement. An NPA/NXX assigned to CENTENNIAL shall be treated as Local Service Area traffic and included in any EAS calling scope, or similar program, to the same extent as any other incumbent LEC's NPA/NXX provided that CENTENNIAL assigns numbers from such NPA/NXX to customers within the same rate center as the incumbent LEC. Routing of Recip Comp Traffic shall be as described in this Section, except that, alternatives may be employed in the event of emergency or temporary equipment failure.
- 4.1.1 The Parties shall utilize the POIs designated as the points from which the Parties will provide transport and termination of traffic that is within the scope of the Agreement. Each Party will be responsible operationally and financially for bringing their facilities to their side of the POI and for the delivery to the POI of any traffic that they send to the other Party under the terms of this Agreement. Where mutually beneficial to the Parties, they may agree to provision voluntary arrangements not otherwise required under Applicable Law; provided however that nothing in this sentence shall require any party to negotiate or enter into any such arrangements not otherwise required under Applicable Law.

Traffic Exchange Agreement between Middle Point and Centennial

- 4.1.2 The Parties agree to interconnect at one or more POIs in accordance with the following:
 - 4.1.2.1 A POI at a mid-span meet point established between the Parties at a point on the incumbent network of Middle Point;
 - 4.1.2.2 any other technically feasible and mutually-agreed to arrangement, as negotiated by the Parties.
- 4.1.3 Each Party shall be responsible for the provisioning of facilities to the agreed-to POI(s).
- 4.2 Indirect Interconnection. The Parties may agree to deliver their originating traffic through a third party LEC tandem ("Third Party Tandem Provider"), which tandem shall be the tandem the Middle Point rate centers subtend as defined in the LERG. For the purpose of this arrangement the originating Party will be responsible for the cost of delivering its originated traffic to the Third Party Tandem Provider that delivers the traffic to the terminating Party.
 - 4.2.1 Each Party is individually responsible for negotiating their own agreement with any Third Party Tandem Provider.
 - 4.2.2 This arrangement for indirect interconnection will be subject to renegotiation if by change of law or for any other reason the Third Party Tandem Provider no longer offers the transiting service.
- 4.3 Direct Interconnection. Unless otherwise agreed, either Party may request an interconnection facility directly connecting the Parties switches once the traffic exchanged by the Parties exceeds 300,000 conversation minutes of use per month for three consecutive months. The Parties may establish direct interconnection using one-way trunk groups, two-way trunk groups, or through a meet point arrangement. Each Party agrees to perform local number portability ("LNP") database queries on its originated traffic, and to only route traffic over the direct interconnection facilities to the extent the local routing number ("LRN") returned from such queries belongs to the other Party.
 - 4.3.1 Should the Parties agree to directly interconnect their networks using one-way trunk groups, two-way trunk groups, or through a meet point arrangement each Party at its own expense shall provide its own facilities to the POI(s) on Middle Point's network. CENTENNIAL may obtain transport to the POI(s) (a) from a third party, or, (b) if Middle Point offers such transport pursuant to an applicable tariff, from Middle Point. CENTENNIAL and Middle Point agree to accept this traffic subject to the compensation arrangements as outlined in § 5 below.
 - 4.3.2 Prior to establishing direct interconnection, the Parties agree to conduct a joint planning meeting to agree on the type of interconnection interface and trunking requirements. The Parties agree that at the time of the signing of the agreement there are no direct interconnection facilities in place between the Parties.

- 4.4 Transit Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks. Middle Point and CENTENNIAL shall not perform a Transiting Traffic function pursuant to this Agreement. If a Transiting Traffic function is desired by either Party, that Party will request an amendment to this Agreement and the Parties agree that they will negotiate that Amendment in good faith; provided however, if the Parties cannot agree on the terms and conditions of the Amendment, either Party may seek resolution of any unresolved or disputed issues pursuant to the Dispute Resolution procedures identified in § 17 of this Agreement.
- 4.5 Each Party agrees that it will not provision any of its services to permit the arbitrage or circumvention of state or interstate access charges, including the resale or bridging of calling services beyond the specified Local Service Areas, or the assignment of NPA-NXX numbers associated with one Rate Center for end users that obtain local exchange service in a different Rate Center. Reciprocal Compensation Traffic is subject to Reciprocal Compensation at rates set forth in Attachment A. Traffic from a CENTENNIAL end user that originates in one MTA and terminates to a Middle Point end user in another MTA shall be deemed Non-Recip Comp Traffic and shall be subject to access charges assessed by Middle Point to CENTENNIAL regardless of whether the traffic may have been converted to any other protocol, including Internet Protocol ("IP"), during the routing and transmission of the call.

5.0 COMPENSATION

- 5.1 Traffic Subject to Reciprocal Compensation. Reciprocal Compensation is applicable for Transport and Termination of Reciprocal Compensation Traffic as defined in § 1.29 and is related to the exchange of traffic described in § 4 and in Attachment B, as applicable. For the purposes of billing compensation for Reciprocal Compensation Traffic, billed minutes will be based upon actual usage recorded and/or records/reports provided by the third party transiting carrier, where indirect interconnection is deployed. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Reciprocal Compensation Traffic shall be based on the aggregated measured usage less traffic recorded as local that is deemed Non-Recip Comp Traffic based on the default factor provided in § 5.3.4.
- 5.1.1 The rate for Reciprocal Compensation is contained in Attachment A.
- 5.1.2 The Parties agree to bill each other for Recip Comp Traffic as described in this Agreement unless the Recip Comp Traffic exchanged between the Parties is balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance

Threshold is reached when the Recip Comp Traffic exchanged, both directly and indirectly, falls between 55% / 45% in either the wireless-to-landline or landline-to-wireless direction. When the actual usage data for three (3) consecutive months indicates that the Recip Comp Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Reciprocal Compensation. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Reciprocal Compensation on a going forward basis. Notwithstanding the foregoing, either Party may subsequently request in writing to reinstate billing for Reciprocal Compensation if verifiable usage data for three (3) consecutive months reflects the traffic is no longer within the Traffic Balance Threshold. The Parties' agreement to eliminate billing for Reciprocal Compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of § 10, hereof.

5.2 Traffic Subject to Switched Access Compensation. Switched access charges apply to all Non-Recip Comp Traffic originated on CENTENNIAL's network and delivered to Middle Point for termination to its customers under arrangements as described in § 4 and Attachment B, as applicable. CENTENNIAL shall compensate Middle Point at Middle Point's then current applicable access tariff rates for all CENTENNIAL-originated Non-Recip Comp Traffic only to the extent that such CENTENNIAL-originated Non-Recip Comp Traffic is not handed off to an Interexchange Carrier for delivery to Middle Point.

5.2.1 The Parties agree that Non-Recip Comp Traffic shall be subject to the then existing rates, terms and conditions of Middle Point's applicable federal or state access tariff, including without limitation, any disputes arising between the Parties with regard to Non-Recip Comp Traffic. To the extent that any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in Middle Point's then current tariff shall prevail.

5.3 Calculation of Payments and Billing.

5.3.1 Middle Point will compensate CENTENNIAL for Recip Comp Traffic originated by Middle Point customers on Middle Point's network and delivered to CENTENNIAL, for termination to its customers, as prescribed in §§ 3.2 and 4 and at the rate provided in Attachment A. CENTENNIAL will compensate Middle Point for Recip Comp Traffic delivered to Middle Point for termination to its customers, as prescribed in §§ 4.1, 4.2, and in Attachment B, as applicable, and at the rate provided in Attachment A §1.0; and for InterMTA

Traffic Exchange Agreement between Middle Point and Centennial

Traffic exchanged between CENTENNIAL and Middle Point, as prescribed and at the rates provided in § 5.2, above.

- 5.3.2 CENTENNIAL shall prepare a monthly billing statement to Middle Point, reflecting the calculation of Reciprocal Compensation due CENTENNIAL. Middle Point shall prepare a monthly billing statement to CENTENNIAL, which will separately reflect the calculation of Reciprocal Compensation and Switched Access Compensation due Middle Point. The billing Party shall rely on actual measured usage (including usage records received from the Third Party Provider), when available, and shall use the information within the usage record to determine the call jurisdiction and apply the appropriate rate for Recip Comp Traffic and, in the case of Middle Point, access charges for Non-Recip Comp Traffic. If a Party does not measure or cannot obtain the actual measured usage from the other Party or from the Third Party Tandem Provider, then such Party may bill using a surrogate billing method that is based on each Party's proportion of originating Recip Comp Traffic to total Recip Comp Traffic exchanged between the Parties. This estimated percentage is referred to as the Traffic Factor and is listed in Attachment A §3.0. Except as otherwise provided herein in §5.3.7, the Parties agree to review the Traffic Factor(s) on an annual basis, to the extent requested by either Party, and, if warranted by the actual usage, revise the Traffic Factor appropriately.
- 5.3.3 CENTENNIAL may bill using Recip Comp Traffic minutes of use provided by Middle Point and using the following calculations when actual usage is not available:
 - 5.3.3.1 Middle Point to CENTENNIAL Recip Comp Traffic minutes of use shall be calculated by (i) dividing the Wireless-to-Landline Recip Comp Traffic minutes of use, as measured by Middle Point, by the Wireless-to-Landline Traffic Factor, and (ii) multiplying the results in (i) by the Landline-to-Wireless Traffic Factor.
 - 5.3.3.2 For purposes of calculation of the Middle Point to CENTENNIAL Recip Comp Traffic minutes under § 5.3.3, the Wireless-to-Landline Recip Comp Traffic minutes of use shall be the total Wireless-to-Landline minutes of use terminated by Middle Point less minutes of use determined to be Non-Local Traffic pursuant to § 5.3.6 below.
- 5.3.4 Middle Point may bill using Recip Comp Traffic minutes of use provided by CENTENNIAL and using the following calculations when actual usage is not available:
 - 5.3.4.1 CENTENNIAL to Middle Point Recip Comp Traffic minutes of use shall be calculated by (i) dividing the Landline-to-Wireless Recip Comp Traffic minutes of use, as measured by CENTENNIAL, by the Landline to Wireless Traffic Factor, and (ii) multiplying the results in (i) by the Wireless-to-Landline Traffic Factor.

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5.3.4.2 For purposes of calculating the CENTENNIAL to Middle Point total minutes of use, the CENTENNIAL to Middle Point Recip Comp Traffic minutes of use determined pursuant to § 5.3.4.1 is divided by (100% minus the % InterMTA Factor).

5.3.4.3 The Non-Local Traffic minutes of use billed pursuant to § 5.3.6 below are determined by subtracting the CENTENNIAL to Middle Point Recip Comp Traffic minutes of use calculated pursuant to § 5.3.4.1 from the total CENTENNIAL to Middle Point minutes of use calculated pursuant to § 5.3.4.2.

5.3.5 Invoices under this Agreement shall be sent to:

To CENTENNIAL	To Middle Point
Centennial Cellular Tri-State Operating Partnership 2422 W. State Blvd. Ft. Wayne, IN 46808 Attn: Kim VanDellen	Middle Point Home Telephone Company Accounts Payable P.O. Box 41 Middle Point, Ohio 45863-0041

5.3.6 Recognizing that Middle Point may not be able to measure Non-Recip Comp Traffic, and in the event that CENTENNIAL does not track the usage information required to identify the Non-Recip Comp Traffic originated or terminated by Middle Point, it shall be assumed that a percent of the total traffic (as measured by minutes of use) exchanged between the Parties is InterMTA Traffic and that percent will be used for the calculation of switched access compensation under this Agreement. The percentage is contained in Attachment A §2.0. The actual recorded usage shall be the basis for billing, when available and verifiable. Notwithstanding the foregoing and except as otherwise provided herein in §5.3.7, to the extent that either party can provide usage records that justify a change in the InterMTA Traffic factor covering a period of three (3) consecutive months, the Parties agree to renegotiate such factor under this Agreement but not more often than once in any twelve (12) month period.

5.3.7 A Party making a network modification, including but not limited to switch upgrades, switch consolidations and translation or routing changes, that could impact the volume and jurisdictional nature of the traffic exchanged pursuant to this Agreement, shall notify the other Party as soon as practical, but no later than thirty (30) days following implementation of such network modification(s). Upon request of either Party, which request shall be within sixty (60) days of the notice of network modification(s), the Parties agree to renegotiate the InterMTA Traffic factor and other Traffic Factors under this Agreement, with invoicing of traffic affected subject to true-up, unless otherwise agreed by the Parties, from the date the network modification was implemented, provided the original invoices were calculated using the InterMTA Factor and/or other Traffic Factors. In the event that the Parties are

unable to agree on the jurisdiction and compensation of the traffic pursuant to this §5.3.7, either Party may invoke Dispute Resolution procedures as set forth in § 17 of this Agreement.

5.3.8 Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement no more than once per twelve (12) month period to evaluate the other Party's proper implementation of this Agreement and/or accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (a) following at least thirty (30) business days prior written notice to the audited Party, (b) subject to the reasonable scheduling requirements and limitations of the audited Party, (c) at the auditing Party's sole expense, (d) of a reasonable scope and duration, (e) in a manner so as not to interfere with the audited Party's business operations, and (f) in compliance with the audited Party's security rules. Further, for purposes of an audit, each party shall have the right to inspect, during normal business hours, the records which are the basis for any monthly bill issued by the other Party and to copies thereof provided that the date when the records are requested does not exceed twelve (12) months from the date the monthly bill containing said record information was issued.

5.3.9 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement. Notwithstanding anything in this Agreement to the contrary, neither Party shall bill the other Party for charges incurred more than eighteen (18) months after the service is provided to the non-billing Party, except that this limitation shall not apply to Non-Recip Comp Traffic. The Parties agree that compensation for traffic exchanged beginning on December 12, 2007 and ending with the date that the billing cycle begins for the initial monthly billing statement as described in § 5.3.2 will be invoiced by each Party for payment pursuant to the terms contained in this Agreement.

6.0 NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party, provided, however, that this provision shall not apply to changes necessitated by emergencies or other circumstances outside the control of the party modifying its network.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with § 5, measuring

and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in an acceptable industry standard format, and to terminate the traffic it receives in that acceptable industry standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

- 7.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.
- 7.3 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches.
- 7.4 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnecting trunks where technically feasible for both Parties. Use of a third-party provider of SS7 trunks for connecting CENTENNIAL to the Middle Point SS7 system is permitted. Such connections will meet generally accepted industry technical standards. Each Party is responsible for its own SS7 signaling and therefore, neither Party will bill the other SS7 signaling charges for Recip Comp Traffic.
- 7.5 Each Party shall be responsible for its own independent connections to the 911/E911 network.
- 7.6 All originating traffic shall contain basic call information within the Initial Address Message (IAM) such as the calling number, charged number, Generic Address Parameter Ported Dialed Number (GAPPDN), Translated Called Number Indicator of Forward Call Indicators (FCI Bit-M), either the Jurisdictional Information Parameter (JIP) or the Originating Location Routing Number (LRN), and the carrier identification code (CIC) when applicable. The Parties agree to follow industry standards, including those standards associated with using the JIP field. Altering of data parameters within the IAM shall not be permitted.
- 7.7 The Parties agree to comply with the Communications Assistance for Law Enforcement Act ("CALEA"). Each Party shall solely be responsible for its CALEA enforcement-related activity. Each Party shall also respond to any CALEA and/or other law enforcement-related inquiry related to the originating/terminating traffic from an End User it serves and that such actions are completed in a timely manner. Where a Party fails (the "Failing Party") to

comply with any one or more of these obligations and an action is brought or costs imposed upon the other Party (the "Non-Failing Party"), the Failing Party shall indemnify the Non-Failing Party pursuant to the requirements of § 11 of this Agreement. A Party shall not have the obligation to inform the other Party or the End Users of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by applicable law.

8.0 TERM AND TERMINATION; BILL PAYMENT AND DISPUTES

8.1 Subject to the provisions of § 14, the initial term of this Agreement shall be for a two (2) year term ("Term"), which shall commence on the Effective Date. This Agreement shall automatically renew for successive month to month periods, unless not less than sixty (60) days prior to the end of the Term or any renewal term, either Party notifies the other Party in writing of its intent to renegotiate a new agreement. In the event of such renegotiations, this Agreement shall remain in effect until such time that a new agreement becomes effective.

8.2 Bill Payment and Disputes. The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

8.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, pursuant to Section 8.2.3 below. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment of the disputed amount is required, whether for the original full amount or for the settlement amount, the Non-Paying Party shall pay the full disputed or settlement amounts with interest at the lesser of (i) 0.000292 compounded daily (10.65% APR) or (ii) the highest rate of interest that may be charged under Ohio applicable law. In addition, the Billing Party may initiate a complaint proceeding with the appropriate regulatory or judicial entity, if unpaid undisputed amounts remain more than thirty (30) days after the due date of such undisputed charges, provided the Billing Party gives an additional thirty (30) days notice and opportunity to cure the default.

8.2.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) 0.000292 compounded daily (10.65% APR) or (ii) the highest rate of interest that may be charged under Ohio applicable law.

8.2.3 Undisputed amounts shall be paid by the next bill date, i.e., the same date in the following month as the bill date ("Due Date"). Provided however, if the Billed Party does not receive the invoice from the Billing Party at least twenty (20) days prior to the Due Date, then the invoice shall be considered delayed. When the

invoice has been delayed, upon request of the Billed Party, including proof of late invoice receipt, the Due Date will be extended by the number of days the invoice was delayed. All billing disputes under this agreement are subject to an eighteen (18) month limitation from the date of invoice.

- 8.2.4 Failure of either Party to pay undisputed charges shall be grounds for termination of this Agreement. If either Party fails to pay when due any undisputed charges billed to them under this Agreement, and any portion of such charges remain unpaid more than thirty (30) days after the due date of such undisputed charges, the Billing Party may notify the billed Party in writing that in order to avoid having service disconnected, the billed Party must remit all undisputed unpaid charges to the Billing Party within thirty (30) days after receipt of said notice.
- 8.2.5 Either Party may discontinue service to the other Party upon failure to pay undisputed unpaid charges as provided in § 8.2.4. To the extent necessary, either party may request the assistance of a third-party LEC in order to effectuate disconnection.
- 8.3 Upon termination or expiration of this Agreement in accordance with this Section:
- (a) Each Party shall comply immediately with its obligations as set forth above;
 - (b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
 - (c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.
- 8.4 Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not implement mutually acceptable steps to remedy such alleged default within thirty (30) days after receipt of written notice thereof.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 NON-SEVERABILITY

- 10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

- 10.2 If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable time period, either Party may invoke dispute resolution procedures as set forth in this Agreement.

11.0 INDEMNIFICATION

- 11.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- (1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
- (2) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and
- (3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in § 12.3).

- 11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

- (1) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit. Except as provided in Section 11.2
- (3) neither Party shall accept terms of a settlement that involves or references the other Party in any manner without the other Party's approval.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

12.0 LIMITATION OF LIABILITY

12.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

12.2 Except as otherwise provided in § 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

12.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

13.0 DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

14.0 REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under § 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including, but not limited to matters related to the same types of arrangements covered in this Agreement.

15.0 CHANGE IN LAW

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective, final regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement. In the event that such new terms are not renegotiated within ninety (90) days after such notice, either Party may invoke Dispute Resolution procedures as set forth in § 17 of this Agreement.

16.0 MOST FAVORED NATION PROVISION

In accordance with Section 252(i) of the Act, Centennial shall be entitled to obtain from Middle Point any Interconnection/Compensation arrangement provided by

Middle Point to any other telecommunications provider that has been filed and approved by the Commission, for services described in such agreement, on the same terms and conditions.

17.0 DISPUTE RESOLUTION

- 17.1 Except as provided under § 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 17.2 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that non-lawyer, business representatives conduct these negotiations. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
- 17.3 Formal Dispute Resolution. If negotiations fail to produce an agreeable resolution within ninety (90) days of the discussion referenced in § 17.2, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.
- 17.4 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

18.0 MISCELLANEOUS

18.1 Authorization

18.1.1 Middle Point is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

18.1.2 CENTENNIAL is a corporation which is duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

18.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

18.3 Independent Contractors. Neither this Agreement, nor any actions taken by CENTENNIAL or Middle Point in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between CENTENNIAL and Middle Point, or any relationship other than that of co-Carriers. Neither this Agreement, nor any actions taken by CENTENNIAL or Middle Point in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between CENTENNIAL and Middle Point end users or others. Neither Party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other Party.

18.4 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 including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without fault or negligence of the Party affected. (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

18.5 Confidentiality.

18.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs, customer account data and Customer Proprietary Network Information ("CPNI") (as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the FCC) and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure; provided, however, that CPNI shall always be deemed Proprietary Information regardless of whether it is identified as such. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with § 18.5.2 of this Agreement.

18.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief, which such Disclosing Party chooses to obtain.

18.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed,

through no act, omission or fault of such Party, in any manner making it available to the general public.

- 18.6 Governing Law. This Agreement shall be governed by the Act and, to the extent not inconsistent with federal law, the domestic laws of the State of Ohio without reference to conflict of law provisions. Notwithstanding the foregoing, the Parties may seek resolution of disputes under this Agreement by the FCC, the Commission, or the Ohio state court, or federal court, as appropriate.
- 18.7 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.
- 18.8 Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity of that Party by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.
- 18.9 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 18.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested to the following addresses of the Parties:

Traffic Exchange Agreement between Middle Point and Centennial

To: CENTENNIAL	To: Middle Point
Centennial Wireless Attn: Bob Millsbaugh 2422 W. State Blvd. Ft. Wayne, IN 46808	Middle Point Home Telephone Company Ms. Joy Thomas P.O. Box 41 106 1/2 E. Jackson Street Middle Point, Ohio 45863
With a copy to: Centennial Wireless 3349 Route 138, Bldg. A Wall, NJ 07719 Attn: Legal Department	With a copy to:

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. Mail.

- 18.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.
- 18.12 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. In the event of any ambiguities, no inferences shall be drawn against either Party.
- 18.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 18.14 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

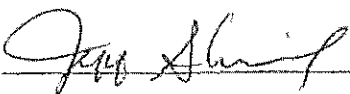

Traffic Exchange Agreement between Middle Point and Centennial

- 18.15 Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.
- 18.16 Foreign Based Services. Middle Point represents, warrants, and covenants that no service performed by Middle Point pursuant to this Agreement shall be provided, directed, controlled, supervised, or managed, and no data or CENTENNIAL customer communication (voice or data) relating to any such service shall be stored or transmitted, at, in, or through, a site located outside of the United States without the advance written consent of CENTENNIAL.
- 18.17 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.
- 18.18 Headings. The headings of the Sections of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.
- 18.19 Counterparts. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall constitute one and the same instrument.
- 18.20 Expenses. Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.
- 18.21 Survival. Any provision of this Agreement or Attachment, that by its nature should survive the expiration or termination of the Agreement, shall so survive.

(Signature Page Follows)

Traffic Exchange Agreement between Middle Point and Centennial

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates listed below.

Centennial Cellular Tri-State Operating Partnership	Middle Point Home Telephone Company
By: <u></u> Name: Jeff Shively Title: Senior Vice President - Engineering Date: <u>7/14/09</u>	By: <u></u> Name: <u>Joy Thomas</u> Title: <u>Assistant Vice-President</u> Date: <u>7/30/09</u>

Attachment A

Pricing and Traffic Factors

1.0 Reciprocal Compensation for purposes of applying § 5.3.1

\$0.0175 per minute of use for traffic exchanged via direct interconnection
\$0.0225 per minute of use for traffic exchanged via indirect interconnection

2.0 Percent InterMTA for purposes of applying § 5.3.4 and § 5.3.6.

1%

3.0 Traffic Factor for purposes of applying §§ 5.3.2, 5.3.3 and 5.3.4.

Landline to Wireless

Wireless to Landline

n/a

n/a

As of the Effective Date of this Agreement, there was not enough Reciprocal Compensation Traffic originated by CENTENNIAL to calculate a meaningful Traffic Factor. The Traffic Factor will be revised when necessary in accordance with § 5.3.2 and § 5.3.7.

Traffic Exchange Agreement between Middle Point and Centennial

Attachment B

Reserved for Future Use

AGREEMENT FOR TRANSPORT AND TERMINATION OF TRAFFIC
BETWEEN AT&T WIRELESS SERVICES, INC. AND
THE MIDDLE POINT HOME TELEPHONE COMPANY

This Agreement is made effective on the 26th day of October, 2004, ("Effective Date") between The Middle Point Home Telephone Company ("ILEC"), an Ohio corporation located at 106 ½ E. Jackson Street, Middle Point, Ohio 45863 and AT&T Wireless Services, Inc. and its operating affiliates in Ohio ("AWS"), a Delaware corporation with its principal place of business located at 7277 164th Avenue NE, Redmond, Washington 98052 (each referred to as "Party" and collectively as "Parties").

ILEC is certified by the Public Utilities Commission of Ohio ("PUCO") to operate as a local exchange carrier in Ohio. AWS is authorized by the Federal Communications Commission to provide commercial mobile radio service to its end user customers in Ohio. ILEC and AWS desire to interconnect on an indirect basis for the purpose of exchanging traffic between the Parties' customers ("Transport and Termination").

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

SECTION 1. SCOPE OF AGREEMENT

This Agreement establishes the terms, rates, and conditions for the exchange of Local Traffic, as defined below, between ILEC's network in Ohio and AWS's network.

Federal law shall define the designations "local" and "non-local." Local Traffic means, for the purpose of reciprocal compensation under this Agreement, telecommunications traffic between the Parties that, at the beginning of the call, originates and terminates within the same Major Trading Area as defined in 47 CFR 51.701(b)(2). Local Traffic may be delivered to either Party using the facilities of a LEC Tandem Provider in lieu of a direct connection between the Parties. Non-Local Traffic means all traffic that is not Local Traffic. Terms, rates, and conditions for the transport and termination of Non-Local Traffic are not within the scope of this Agreement.

Traffic originating and terminating within the same MTA retains its local nature regardless of the existence of any intermediary carrier.

SECTION 2. TRAFFIC EXCHANGE

The default Point of Interconnection ("POI") shall be at an appropriate SBC Ohio, Verizon North Inc., United Telephone Company d/b/a Sprint, or other local exchange telephone company access tandem ("LEC Tandem Provider"). Each Party shall be responsible for the cost of providing the trunks from its network to the POI for the calls originated by that Party.

SECTION 3. BILLING AND PAYMENTS; LATE CHARGES

For all Local Traffic transited over the network of the LEC Tandem Provider and terminated on the network of either ILEC or AWS, the Party originating the Local Traffic shall pay the Party terminating such traffic at the rates provided in Appendix A ("Reciprocal Compensation"), which is incorporated by reference.

Billing for Local Traffic shall be based on the aggregated measured usage less any Non-Local Traffic. If there is insufficient representative and verifiable data on the actual Non-Local Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a 0% Non-Local Traffic factor to the originated minutes of use as an estimate of the Non-Local Traffic being exchanged. As of the date of this Agreement, the Parties will assume that 100% of the traffic exchanged will be classified as Local Traffic.

Each Party will issue a quarterly billing statement to the other Party only when Reciprocal Compensation is owed to the billing Party. The quarterly statement, will indicate, at a minimum, total minutes billed, the rates used to calculate the charges, and the total amount due. The billed Party shall pay the billing Party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the date the invoice was received. The billed Party shall pay a late charge on the unpaid amounts that have been billed that are greater than forty-five (45) days old. The rate of the late charge shall be the lesser of 1.5% per month and the maximum amount allowed by law.

SECTION 4. USAGE REPORTS

If applicable, either Party may obtain a monthly traffic distribution report from the LEC Tandem Provider summarizing traffic originated by one Party and terminating to the other Party ("Tandem Reports"). Either Party may use this information for invoicing the other Party for Transport and Termination.

In the alternative, either Party may create an invoice from its own billing system to measure and record Local Traffic originating from the other Party and produce a bill. The Tandem Reports or the alternative bills authorized by this paragraph shall collectively be referred to as "Traffic Distribution Reports."

If said Traffic Distribution Reports are used for billing purposes, the Parties agree to accept these reports as an accurate statement of Local Traffic exchanged between the Parties, subject to the right to audit the reports. Such right to audit shall be waived if not exercised within one hundred eighty (180) days of receipt of the reports. Either Party may perform an audit of the other Party's network usage records or other records, including records of the LEC Tandem Provider, relevant to the subject matter of this Agreement. The Parties agree that audits shall be performed no more than one (1) time per calendar year unless the previous audit revealed material error. Each Party shall bear the expense of any audit it requests. Such an audit shall be conducted by the requesting Party or an independent auditor of the requesting Party and shall be conducted on the premises of the audited Party during normal business hours.

For any month in which a Traffic Distribution Report that had been historically available is not available within sixty (60) days, the Parties will determine the amount of originating and terminating Local Traffic by using an average of the three (3) previous months for which Traffic Distribution Reports were available. The historical average may be used by the Parties for invoicing each other for termination of such Local Traffic. If at a later date it is determined that the Parties may more precisely determine the minutes of use ("MOU"), a bill adjustment shall be made reflecting the actual MOU.

If Traffic Distribution Reports are not available to one or both Parties, the Parties agree to estimate for compensation purposes that 70% of the total Local Traffic between AWS and ILEC is traffic terminated by ILEC. If at a later date it is determined that the Parties may more precisely determine the MOU's, the Parties agree to adjust the foregoing traffic ratio accordingly. The Parties agree to work toward a longer-term arrangement, when technically and economically feasible, whereby each Party is able to record and summarize call message details and thereby invoice the originating Party for actual terminating Local Traffic.

SECTION 5. DE MINIMIS TRAFFIC

Notwithstanding Section 3 of this Agreement, if the Local Traffic terminated on either Party's network for a particular one (1) month period amounts to fewer than 3,000 MOU, no invoice shall be issued with respect to such terminated traffic, and such terminated traffic will be deemed exchanged on a bill and keep basis, in accordance with Appendix A.

SECTION 6. BILLING DISPUTES

The Parties agree that they will each make a good faith effort to resolve any billing dispute. If any portion of an amount due to a billing Party under this Agreement is subject to a dispute between the Parties, the billed Party shall, within sixty (60) days of its receipt of the invoice containing such disputed amount, give notice to the billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The billed Party shall pay when due all undisputed amounts to the billing Party. If the Disputed Amount is resolved in favor of the billing Party, the billed Party shall thereafter pay the Disputed Amount with appropriate late charges, if applicable, upon final determination of such dispute.

SECTION 7. INDEPENDENT CONTRACTOR RELATIONSHIP

The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability for, or to otherwise bind the other Party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party.

SECTION 8. INDEMNIFICATION

Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

- 8.1 damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors; and
- 8.2 claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 9).

The Indemnified Party will notify the Indemnifying Party promptly and in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that that Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

If the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand or lawsuit.

Neither Party shall accept the terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

SECTION 9. LIMITATION OF LIABILITY

No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

Except as otherwise provided in Section 12, no Party shall be liable to the other Party for any loss, defect, or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

Except as provided in Section 12, no Party shall be liable to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

SECTION 10. LIABILITY

Neither Party nor any of its affiliates shall be liable for any incidental, consequential or special damages arising from the other Party's use of service provided under this Agreement. Each Party shall indemnify and defend the other Party against any claims or actions arising from the Indemnifying Party's use of the service provided under this Agreement, except for damages caused by the sole recklessness of the Indemnified Party.

In any event, each Party's liability for all claims arising under this Agreement, or under the use of the service provided under this Agreement, shall be limited to the amount of the charges billed to the Party making a claim for the month during which the claim arose.

SECTION 11. DISPUTE RESOLUTION

The Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the PUCO or any other mutually agreeable forum for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute.

SECTION 12. CONFIDENTIAL INFORMATION

To the extent permitted by applicable law, all information that is disclosed by one Party ("Disclosing Party") to the other Party ("Recipient") in connection with this Agreement shall automatically be deemed proprietary to the Disclosing Party and subject to this Agreement, unless confirmed in writing to be exempt from this Agreement. In addition, by way of example and not 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 Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission, and similar information shall be deemed Confidential Information. The Confidential Information is deemed proprietary to the Disclosing Party and the Recipient shall protect it as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.

Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient'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 Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions by Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Recipient has provided Disclosing Party with written notice of such requirement as soon as possible and prior to disclosure, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

SECTION 13. ASSIGNMENT

This Agreement shall be binding and inure to the benefit of 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, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign this Agreement or any rights, and delegate its obligations, liabilities and duties thereunder without the other Party's consent to any entity that the assigning Party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning Party whether by consolidation, merger, sale, or otherwise, or in connection with a financing transaction; provided, that the assignee has and maintains in force the requisite licenses necessary to perform the obligations of the assignor under this Agreement.

SECTION 14. TERM OF AGREEMENT

This Agreement shall take effect as of the date first written above (the "Effective Date"), and shall terminate one (1) year after the Effective Date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either Party, except that either Party may elect not to renew and terminate by giving the other Party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date. In the event the Parties begin negotiations on a subsequent agreement, this Agreement shall continue in force and effect until such time as the successor agreement is in place, either as a result of negotiation or arbitration.

SECTION 15. DEFAULT

If either Party ("Defaulting Party") materially breaches any material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice terminate the Agreement or use the Dispute Resolution procedures defined in Section 11. The Party receiving written notice regarding the breach may correct the breach within the thirty-day (30) period, in which case the Agreement shall not terminate.

SECTION 16. THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

SECTION 17. GOVERNING LAW, FORUM AND VENUE

This Agreement shall be interpreted under the laws of the State of Ohio. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Ohio.

SECTION 18. ENTIRE AGREEMENT

This Agreement and the Exhibits and Attachments referenced herein constitute the entire Agreement between the Parties, and supersede all proposals, oral or written, all previous negotiations and communications between the Parties with respect to the subject matter of this Agreement. This Agreement may not be modified except in writing signed by both Parties.

SECTION 19. NOTICE

All notices or other communications hereunder shall be deemed to have been duly given when made in writing by facsimile, electronic mail, delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

Middle Point Home Telephone Company

Attn: Ronald Long, General Manager
106 ½ E. Jackson Street
P. O. Box 41
Middle Point, OH 45863-0041
Telephone (419) 968-2000
Facsimile (419) 968-2701

With a copy to:

Carolyn S. Flahive
Thompson Hine LLP
10 West Broad Street
Columbus, OH 43215
Telephone (614) 469-3294
Facsimile (614) 469-3361
Carolyn.Flahive@ThompsonHine.com

AT&T Wireless Services, Inc.

With a copy to:

Attn: Jill Mounsey
7277 164th Avenue NE
Redmond, Washington 98052
Telephone (425) 580-8677
Facsimile (425) 580-8609
Jill.mounsey@attws.com

Dineen J. Majcher
Smith, Majcher & Mudge, LLP
816 Congress Avenue, Suite 1270
Austin, TX 78701
Telephone (512) 322-9044
Facsimile (512) 322-9020
Dmajcher@reglaw.com

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

The Parties shall ensure bills and payments reference the specific company name(s) for which traffic is being billed or paid.

SECTION 20. AMENDMENTS

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

SECTION 21. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of the Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

SECTION 22. MISCELLANEOUS

The Parties agree that this Agreement will be filed with the PUCO. In the event the PUCO rejects this Agreement in whole or in part, the Parties agree to negotiate in good faith to arrive at a mutually acceptable change, modification, or cancellation if required by a final order of the PUCO or a court in the exercise of its lawful jurisdiction.

ILEC takes the position that this Agreement is not an interconnection agreement under 47 USC 251(c). ILEC asserts that it is entitled to a rural exemption as provided by 47 USC 251(f) and ILEC does not waive such exemption.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Middle Point Home Telephone Company

Ronald D. Long 10-21-2004
Signature Date

Ronald D. Long, Manager
Name and Title

AT&T Wireless Services, Inc.

J. R. Mounsey 10-26-04
Signature Date
J. R. Mounsey, Director
Name and Title

APPENDIX A

**AGREEMENT FOR TRANSPORT AND TERMINATION OF TRAFFIC
BETWEEN AT&T WIRELESS SERVICES, INC. AND
MIDDLE POINT HOME TELEPHONE COMPANY**

PRICING SCHEDULE

The Parties agree to the Transport and Termination of Local Traffic, as defined in Section 1 of this Agreement, on a reciprocal and symmetrical basis at the following rates based on minutes of usage per month:

<u>Traffic Volume</u>	<u>Rate</u>
Pursuant to Section 5 of the Agreement: Fewer than 3,000 minutes of use per month	Bill and Keep
More than 3,000 MOU/month	\$0.0200

WHEREAS, AT&T Wireless Services, Inc. (AWS) and The Middle Point Home Telephone Company (ILEC) have entered into an Agreement for the Transport and Termination of Traffic (Agreement) dated October 26, 2004, and

WHEREAS, as part of that Agreement, AWS and ILEC have agreed to settle any and all claims for payment for traffic exchanged prior to the effective date of the Agreement;

THEREFORE, the Parties agree as follows:

1. AWS shall pay an amount to ILEC that represents reciprocal compensation at the local termination rate reflected in the Agreement. ILEC agrees to accept this amount as full and complete payment for any and all traffic subject to the Agreement terminated from AWS prior to the effective date of the Agreement. Both Parties relinquish and waive any further claims for compensation for such traffic exchanged between them that occurred prior to the date of execution.
2. The net amount owed to The Middle Point Home Telephone Company (ILEC) from AWS is \$ 0.00.
3. AWS shall submit payment to ILEC within thirty (30) days of the execution of this settlement.

Agreed and Accepted:

Ronald D. Long
The Middle Point Home Telephone Company

Jim Monahan
AT&T Wireless Services, Inc.

October 21, 2004
Date

10-26-04
Date

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/4/2012 5:03:37 PM

in

Case No(s). 12-1741-TP-NAG

Summary: Application for Approval of Amendment to Interconnection Agreements
electronically filed by Carolyn S Flahive on behalf of The Middle Point Home Telephone
Company