

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Petition for Arbitration)	
Of Unresolved Issues in a Section 251(b)(5))	Case No. TO-2006-0463
Agreement with Alltel Wireless and Western)	
Wireless		

RESPONSE OF ALLTEL TO PETITION FOR ARBITRATION

EXHIBIT 1

TRAFFIC TERMINATION AGREEMENT

This Agreement for the termination of traffic between _____ Telephone Company, a Local Exchange Carrier (“ILEC”), and Alltel Communications, Inc. on behalf of itself and its wireless affiliates (as listed on Appendix 3) and solely with respect to its and their operations as a CMRS provider, with offices located at One Allied Drive, Little Rock, AR 72202 (“Alltel”), effective April 29, 2005. This Agreement has been executed pursuant to Section 251(b)(5) of the Telecommunications Act of 1996. (ILEC and Alltel are also sometimes referred to herein as “Party” or, collectively, “Parties.”)

WHEREAS, ILEC is a Local Exchange Carrier operating in Missouri.

WHEREAS, Alltel is a commercial mobile radio service carrier operating in Missouri.

Alltel Language	Petitioner Language
WHEREAS, each Party currently terminates traffic to the other Party using the facilities of non-party carrier networks.	WHEREAS, Alltel terminates traffic originated by its end user customers through the local exchange carrier network in Missouri to ILEC. ILEC may originate traffic from its end user customers under the provisions of its tariffs that terminates through the local exchange carrier network in Missouri to Alltel.

WHEREAS, Alltel and ILEC recognize their respective responsibilities to compensate the other pursuant to Section 4 of this Agreement for termination of the traffic originated by and under the responsibility of each Party.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 - SCOPE OF AGREEMENT

Alltel Language	Petitioner Language
<p>This Agreement shall cover traffic originated by, and under the responsibility of, one of the Parties and terminated to the other Party</p> <p>“Traffic originated by and under the responsibility of,” a Party means traffic that is originated by a Party pursuant to that Party’s rate schedules, tariffs, or contract with the end-user customer. This Agreement shall cover both Local and Non-local Traffic as those terms are defined in this Agreement. The termination of traffic under this Agreement may be accomplished by both Parties interconnecting their networks with a third-party Local Exchange Carrier(s) who transits traffic between the Parties on their network(s) (“Indirect Interconnection”) or via direct one-way or two-way interconnection (“Direct Interconnection”) between ILEC’s and Alltel’s network.</p>	<p>This Agreement shall cover traffic originated by, and under the responsibility of, one of the Parties and terminated to the other Party without the direct interconnection of the Parties’ networks.</p> <p>“Traffic originated by and under the responsibility of,” a Party means traffic that is originated by a Party pursuant to that Party’s rate schedules, tariffs, or contract with the end-user customer. This Agreement does not cover traffic for which the originating Party has contracted with an Interexchange Carrier (“IXC”) to assume the responsibility for terminating the traffic. This Agreement shall cover both Local and Non-local Traffic as those terms are defined in this Agreement. The termination of traffic under this Agreement will be accomplished by both Parties interconnecting their networks with a third-party Local Exchange Carrier(s) who transits traffic between the Parties on their network(s).</p>

1.2 (Citizens only) This Agreement shall also cover traffic originated by, and under the

responsibility of Alltel, which transits the network of ILEC and is terminated to Alma Telephone Company, Alma, Missouri (“Transit Traffic”).

SECTION 2 - DEFINITIONS

Certain terms used in this Agreement shall have the meanings as defined below. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Missouri Public Service Commission. The Parties acknowledge that other terms appear in this Agreement that are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

2.1 “Act” - the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as further amended from time to time and as interpreted in the duly authorized rules and regulations and Orders of the Federal Communication Commission or a state regulatory commission.

2.2 “CMRS” - Commercial Mobile Radio Service, as defined in Section 47 C.F.R. ¶20.3 of the FCC’s Rules and Regulations.

2.3 “Commission” - Missouri Public Service Commission.

2.4 “CTUSR” - Cellular Transiting Usage Summary Report, provided by Southwestern Bell Telephone Company, that summarizes the minutes of Transiting Traffic for calls originating from CMRS providers and terminating to LECs.

2.5 “FCC” - Federal Communications Commission.

2.6 “LEC” - Local Exchange Carrier, includes any provider of local exchange telecommunications service that holds a certificate of public convenience and necessity or certificate of service authority from the Missouri Public Service Commission.

2.7 “Local Traffic” - Local traffic under this Agreement is traffic between an ILEC and Alltel that, at the beginning of the call, originates and terminates within the same Major Trading Area (MTA). For ILEC, the origination or termination point of a call shall be the end office switch that serves, respectively, the calling or called party at the beginning of the call. For Alltel, the origination or termination point of a call shall be the cell site/base station that serves, respectively, the calling or called party at the beginning of the call.

2.8 “MTA” - Major Trading Area as defined in 47 C.F.R. 24 of the FCC Rules and Regulations.

2.9 “Non-local Traffic” - Non-local Traffic under this Agreement is traffic between ILEC and Alltel that is not Local Traffic. Non-local Traffic may be either interstate or intrastate traffic, depending on the locations where the call originates and terminates.

2.10 (Citizens only) “Transit Traffic” – Traffic originated by Alltel and terminated to Alma Telephone Company through the ILEC’s tandem with a CLLI of HGVLMOXA11T.

SECTION 3 - TRAFFIC EXCHANGE

Alltel Language	Petitioner Language
<p>3.1 The Parties shall exchange traffic under this Agreement by Indirect Interconnection or Direct Interconnection. Each Party shall be responsible for establishing appropriate contractual relationships with third-party LEC(s) for interconnecting with its network and transiting traffic over that network to the other Party. Each Party shall be responsible for providing trunks from its network to the point of interconnection, which shall be at any technically feasible point within their respective networks. The originating Party is responsible for paying all costs to the third-party LEC for calls the third-party LEC transits on behalf of the originating Party.</p> <p>3.2 Direct Interconnection facilities provide a trunk side connection between ILEC's network and Alltel's network. Alltel will have access via a single Point of Interconnection for termination of all traffic to ILEC's network. Alltel may directly interconnect with ILEC at any technically feasible point on the ILEC's network.</p> <p>3.3 In the event Alltel desires to directly interconnect with ILEC at any technically feasible point on the ILEC's network or at any other mutually agreeable point, then each Party shall provide such Direct Interconnection facilities at the Point of Interconnection and shall bear its own costs for establishing and maintaining the Direct Interconnection facilities.</p>	<p>3.1 The Parties shall exchange traffic under this Agreement by each Party physically connecting its network to a third-party LEC(s), which shall transit the traffic between the two Parties. Each Party shall be responsible for establishing appropriate contractual relationships with this third-party LEC(s) for interconnecting with its network and transiting traffic over that network to the other Party. Each Party shall be responsible for providing the trunks from its network to the point of interconnection The originating Party is responsible for paying all costs to the third-party LEC for calls the third-party LEC transits on behalf of the originating Party.</p>

SECTION 4 - COMPENSATION

4.1 Compensation for traffic originated by, and under the responsibility of, a Party and terminated to the other Party's network shall be based upon the specific type and jurisdiction of the call as follows:

4.1.1 Local Traffic - Local Traffic calls as defined in Section 2 of this Agreement shall be compensated based on the rates established in Appendix 1.

4.1.2 Non-local Intrastate Traffic - Non-local Traffic (as defined in Section 2 of this Agreement) originated by Alltel and terminating to ILEC within the same State will be compensated based upon the intrastate access tariffs of ILEC. Compensation for Non-local Intrastate Traffic originated by, and under the responsibility of, ILEC and terminating to Alltel shall be based on the intrastate access tariffs of ILEC.

4.1.3 Non-local Interstate Traffic - Non-local Traffic (as defined in Section 2 of this Agreement) originated by Alltel and terminating to ILEC within different States will be compensated based upon the interstate access tariffs of ILEC. Compensation for Non-local Interstate Traffic originated by, and under the responsibility of, ILEC and terminating to Alltel shall be based on the interstate access tariffs of ILEC.

4.1.4 (Citizens only) Transit Traffic – Compensation for Transit Traffic shall be based on the Transit Traffic rate established in Appendix I.

SECTION 5 - RECORD EXCHANGES AND BILLING

5.1 The Parties will work cooperatively to exchange billing records in standard industry formats regarding calls originated by one Party that terminates on the other Party's network. The Party terminating traffic under this Agreement (i.e., the "Billing Party") shall issue bills based on the best information available including, but not limited to, records of terminating traffic created by the Party at its end office or tandem switch or equivalent facility. Records should be provided at an individual call detail record, if possible, with sufficient information to identify the specific date and time of the call, the call duration, and the originating and terminating numbers. Neither Party shall be obligated as a result of this Agreement to develop or create new billing formats or records to satisfy any duty or obligation hereunder.

5.2 If a Billing Party is unable to record traffic terminating to its network and the other Party is unable to provide billing records of the calls that it originates to the other Party, the Billing Party may use usage reports and/or records (such as a CTUSR) generated by a third-party LEC whose network is used to transit the traffic as a basis for billing the originating Party. In the event a Party does not receive usage reports and/or records generated by a third-party LEC, then a Party will use the traffic factors (for mobile-to-land/land-to-mobile traffic) referenced in Appendix 2 as a fair estimate of the proportions of the total amount of traffic originated by the other Party. This percentage shall remain in effect until amended.

5.3 The traffic factors referenced in Appendix 2 may be amended upon receipt of a valid traffic study. A "valid traffic study" may be based upon, but not necessarily limited to, calling

party information (i.e., originating and terminating NPA NXX, minutes of use, etc.). The Parties agree to cooperate in good faith to amend this Agreement to reflect the revised traffic factors, and such revised traffic factors will be effective upon amendment of this Agreement, including any state commission approval, if required. Such studies or reexaminations shall be conducted no more frequently than once annually. In the event the Parties cannot agree upon revised traffic factors within 60 days, either Party may seek resolution through Section 7 of this Agreement

5.4 As of the Effective Date of this Agreement, the Parties are unable to measure the amount of interMTA traffic exchanged between the Parties. For the purposes of this Agreement, the Parties agree to use the interMTA percentage referenced in Appendix 2 as a fair estimate of the amount of interMTA traffic exchanged between the Parties. This percentage shall remain in effect until amended as provided herein. Notwithstanding the foregoing, if either Party provides to the other a valid interMTA traffic study or otherwise requests a reexamination of the network configuration of either Party's network, the Parties shall use such interMTA traffic study or reexamination to negotiate in good faith a mutually acceptable revised interMTA percentage. For purposes of this Agreement, a "valid interMTA traffic study" may be based upon, but not necessarily limited to, calling party information (i.e., originating and terminating NPA NXX, minutes of use, etc.) which, for at least 3 consecutive billing periods, indicates an amount of interMTA traffic that is at least five percentage (5%) points greater or lesser than the interMTA percentage amount to which the Parties previously agreed. The Parties agree to cooperate in good faith to amend this Agreement to reflect this revised interMTA percentage, and such

revised percentage will be effective upon amendment of this Agreement, including any state commission approval, if required. Such studies or reexaminations shall be conducted no more frequently than once annually. In the event the Parties cannot agree upon a revised interMTA percentage within 60 days, either Party may seek resolution through Section 7 of this Agreement.

5.5 The originating Party shall pay the Billing Party for all undisputed charges listed on the bill. Such payments are to be received within thirty (30) days from the Effective Date of the billing statement. The originating Party shall pay a late charge on any undisputed charges that are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. Normally, neither Party shall bill the other Party for traffic that is more than 90 days old. However, in those cases where billing cannot be performed within that time frame because of record unavailability, inaccuracies, corrections, etc., billing can be rendered or corrected for periods beyond ninety (90) days. In no case, however, will billing be made for traffic that is more than one year old.

SECTION 6 - AUDIT PROVISIONS

6.1 As used herein, “Audit” shall mean a comprehensive review of services performed under this Agreement. Either Party (the “Requesting Party”) may perform one (1) Audit per 12-month period commencing with the Effective Date.

6.2 Upon thirty (30) days written notice by the Requesting Party to the other “Audited

Party”, the Requesting Party shall have the right, through its authorized representative(s), to perform an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the services provided, and performance standards agreed to, under this Agreement. Within the above-described 30-day period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. The Audited Party agrees to provide Audit support, including reasonable access to and use of the Audited Party’s facilities (e.g., conference rooms, telephones, copying machines.)

6.3 Audits shall be performed at the Auditing Party’s expense, provided that there shall be no charge for reasonable access to the Audited Party’s employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party’s bills. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this Section 6.3, “Special Data Extraction” shall mean the creation of an output record or information report (from existing data files) that is not created in the normal course of business by the Audited Party. If any program is developed to the Requesting Party’s specifications and at the Requesting Party’s expense, the Requesting Party shall specify at the time of request whether the program is to be retained by the Audited Party for reuse during any subsequent Audit.

6.4 Adjustments, credits or payments shall be made, and any correction action shall commence, within thirty (30) days from the Requesting Party’s receipt of the final audit report to

compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1 ½%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed on any adjustments, credits or payments if the audit establishes an overpayment or underpayment of greater than two percent (2%) of the actual amount due by compounding monthly from the time of the error or omission to the day of payment or credit.

6.5 Neither the right to Audit, nor the right to receive an adjustment, shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner provided by this Agreement.

6.6 This Section 6 shall survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of this Agreement.

SECTION 7 - DISPUTE RESOLUTION

7.1 The Parties agree to resolve disputes arising out of this Agreement with a minimum amount of time and expense. Accordingly, the Parties agree to use the following dispute resolution procedure as a sole remedy with respect to any controversy or claim arising out of or relating to this Agreement, except for an action seeking to compel compliance with the confidentiality provision of Section 8 or this dispute resolution process (venue and jurisdiction for which would be in Jefferson City, Missouri).

7.2 At the written request of a Party commencing the dispute resolution process described herein, each Party will appoint a representative to meet and negotiate in good faith for a period of sixty (60) days (unless it becomes clear that a voluntary resolution is unlikely) after the request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by nonlawyer business representatives, but nothing prevents either Party from also involving an attorney in the process. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement of the representatives, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussion 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 production, which shall not be admissible in the Commission proceeding or arbitration described below or in any lawsuit without concurrence of both Parties.

7.3 If the negotiations do not resolve the dispute within sixty (60) days (sooner if it becomes clear that a voluntary resolution is unlikely) after the initial written request, the dispute may be brought in any lawful forum for resolution unless the Parties mutually agree to submit the dispute to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the Parties may agree. If the Parties mutually agree to submit the dispute to binding arbitration, the arbitration hearing shall be commenced within forty-five (45) days after the agreement for arbitration and shall be

held in Saint Louis or Kansas City, Missouri, or any other location to which the Parties mutually agree. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearing. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The decision of the arbitrator shall be final and binding upon the Parties, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Each party shall bear its own costs and attorneys' fees of the arbitration procedures set forth in this Section and shall equally split the fees and costs of the arbitration and the arbitrator.

7.4 In addition to the foregoing Dispute Resolution process, if any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall,

Alltel Language	Petitioner Language
within forty five (45) days of its receipt of the invoice containing such disputed amount, or within one hundred eighty (180) days of payment of a bill,	within thirty (30) days of its receipt of the invoice containing such disputed amount,

give notice to the Billing Party of the amounts in dispute ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The balance of the Disputed Amount

shall thereafter be paid, with late charges as provided in Section 5.5, if appropriate, upon final determination of such dispute. Late charges assessed on those amounts that were unpaid but disputed after

Alltel Language	Petitioner Language
forty five (45) days from the receipt of the invoice,	thirty (30) days from the receipt of the invoice,

shall be credited to the non-paying Party for any disputed amounts which were ultimately found to be not due and payable.

7.5 No cause of action, regardless of form, arising out of the subject matter of this Agreement may be brought by either Party more than two (2) years after the cause of action has accrued.

The Parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

SECTION 8 - CONFIDENTIAL INFORMATION

8.1 The Parties recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or

order, to any person without first securing the written consent of the other Party. If a Party is obligated to turn over, divulge, or otherwise disclose the other Party's confidential information as the result of an order or subpoena issued by a court or other tribunal of competent jurisdiction, then the Party to which such demand is being made shall notify the other Party as soon as possible of the existence of such demand, and shall provide all necessary and appropriate assistance as the Party whose information is sought to be disclosed may reasonably request in order to preserve the confidential nature of the information sought.

SECTION 9 - LIABILITY AND INDEMNIFICATION

9.1 Neither Party assumes any liability for any act or omission of the other Party in the furnishing of its services to its subscribers solely by virtue of entering into the Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs, claims, injury or liability relating to any third-party claim arising out of any negligent or willful act or omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement. Furthermore, the Parties agree to arrange their own interconnection arrangements with other telecommunications carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.

9.2 NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, FOR ANY HARDWARE, SOFTWARE, GOODS, OR SERVICES PROVIDED UNDER THIS AGREEMENT. ALL WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND WAIVED.

9.3 In any event, each Party's liability for all claims arising under this Agreement, or under the provision 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 10 - TERM OF AGREEMENT

10.1 This Agreement shall commence on the Effective Date, and shall terminate two (2) years after the Effective Date.

Alltel Language	Petitioner Language
This Agreement shall renew automatically for successive one (1) month terms,	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: 1) not to renew by giving the other Party at least ninety (90) days written notice of the desire not to renew; or 2) to negotiate a subsequent agreement by giving the other Party at least ninety (90)

days written notice of the desire to commence negotiations. If a Party elects to negotiate a subsequent agreement and a subsequent agreement has not been consummated prior to the termination date of the current Agreement, the current Agreement shall continue to be in effect until it is replaced by a new Agreement, or one hundred eighty (180) days beyond the termination date of the current Agreement, whichever is less.

SECTION 11 - INDEPENDENT CONTRACTORS

11.1 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 of, 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 12 - THIRD PARTY BENEFICIARIES

12.1 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 13 - GOVERNING LAW, FORUM AND VENUE

13.1 The construction, validity, and enforcement of this Agreement shall be governed in

accordance with the Act and the FCC's rules and regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Missouri, will govern without regard to its conflicts of laws principles.

SECTION 14 - ENTIRE AGREEMENT

14.1 This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

SECTION 15 - NOTICE

15.1 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 or first class U.S. mail postage prepaid, return receipt requested, or (iv) delivered by facsimile to the following address of the Parties:

Alltel Communications, Inc.
One Allied Drive B5F04-D
Little Rock, Arkansas 72202
Attn: Interconnect Contract Negotiations
Facsimile: 501-905-6299

In the case of ILEC:

[ADDRESS AND FACSIMILE #]

or to such other location as the receiving Party may direct in writing. 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) three days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of facsimile. Notice received after 5:00 p.m. local time of the receiving Party, or received on a Saturday, Sunday or holiday recognized by the United States government, shall be deemed to have been received the following business day.

SECTION 16 - FORCE MAJEURE

16.1 The Parties shall comply with applicable orders, rules, or regulations of the FCC and the Commission and with applicable Federal and State law during the terms of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts, or other work interruptions by employees or agents not within the control of the non-performing Party.

SECTION 17 - TAXES

17.1 The Party collecting revenues shall be responsible for collecting, reporting, and remitting all taxes associated therewith, provided that the tax liability shall remain with the Party upon whom it is originally imposed.

SECTION 18 - ASSIGNMENT

18.1 Neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, a Party may assign this Agreement or any portion thereof, without consent, to any entity that controls, is controlled by or is under common control with the assigning Party, however written notice must be provided to the other Party of such Assignment. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

SECTION 19 - TERMINATION OF SERVICE TO EITHER PARTY

19.1 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 (“Undisputed Unpaid Charges”), and any portion of such charges remain unpaid more than thirty (30) days after the due date of such Undisputed Unpaid Charges, the Billing Party will 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 (the “Termination Notice”). Disputes hereunder will be resolved in accordance with the Dispute Resolution Procedures set out in Section 7 of this Agreement.

Alltel Language	Petitioner Language
19.2 Neither Party may discontinue service to the other Party except pursuant to express Commission Order.	19.2 Either Party may discontinue service to the other Party upon failure to pay Undisputed Unpaid Charges as provided in Section 19.1, and will have no liability to the non-paying Party in the event of such disconnection. (This language is already stated in 19.1, further this section refers to 19.1.) To the extent necessary, either Party may request the assistance of a third-party LEC in order to effectuate disconnection.

19.3 After disconnect procedures have begun, the Billing Party will not accept service orders from the non-paying Party until all Undisputed Unpaid Charges are paid in full, in immediately available funds. The Billing Party will have the right to require a deposit equal to one month’s charges (based on the highest previous month of service from the Billing Party) prior to resuming service to the non-paying Party after disconnection for nonpayment.

SECTION 20 - MISCELLANEOUS

20.1 This Agreement is an agreement under 47 U.S.C. 251. ILECs contend they may be entitled to a rural exemption as provided by 47 U.S.C. 251(f), and ILEC do not intend to waive

such exemption by entering into this Agreement.

20.2 In the event that any effective legislative, regulatory, judicial, or other legal action affects any material terms of this Agreement, or the ability of the Parties to perform any material terms of this Agreement, either Party may, on thirty (30) days' written notice, require that such items be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the dispute may be referred to the Dispute Resolution procedure set forth herein.

This Agreement is executed this _____ day of _____, 2006.

Signatures

APPENDIX 1 TO THE AGREEMENT BETWEEN _____ AND ALLTEL.¹

Rates for termination of Local Traffic via an indirect interconnection

Local Termination Rate \$ _____ per minute (ISSUE)

Rates for termination of Local Traffic via direct interconnection

Local Termination Rate \$ _____ per minute (ISSUE)

(Citizens only) Transit Traffic – the rate for transport of Local Transit Traffic as defined in Sections 1.2, 2.10, and 4.1.4 of this Agreement shall be: \$ _____ per minute (ISSUE)

¹ The rates, terms and conditions contained in this Agreement will apply to services rendered on and after April 29, 2005, in accordance with the FCC rules regarding interim transport and termination pricing (§51.715).

APPENDIX 2 TO THE AGREEMENT BETWEEN _____ AND ALLTEL

Pursuant to Section 5.2, the traffic factor is:	Land to Mobile	20%
	Mobile to Land	80%

Pursuant to Section 5.2, the interMTA percentage is: _____%

Alltel Draft – June 20, 2006

APPENDIX 3 TO THE AGREEMENT BETWEEN _____ AND ALLTEL.

Alltel Communications, Inc.
Missouri RSA 4 Partnership
Missouri RSA #15 Limited Partnership
MO RSA 2 Partnership
WWC License L.L.C. (Missouri RSA 9)