

Exhibit No.: ____
Issues: Reciprocal Compensation
Interconnection
Witness: James D. Propst
Type of Ex.: Rebuttal Testimony
Sponsor: Sprint Spectrum L.P.
Case No.: TT-99-428, et al.

**IN THE MATTER OF
THE MID-MISSOURI GROUP'S
FILING TO REVISE ITS ACCESS SERVICE TARIFF
P.S.C. MO. NO. 2**

REBUTTAL TESTIMONY

OF

JAMES D. PROPST

FILED²
SEP 23 1999
Missouri Public
Service Commission

September 23, 1999

REBUTTAL TESTIMONY OF JAMES D. PROPST ON BEHALF OF SPRINT SPECTRUM L.P.
CASE NO. TT-99-428, ET AL.

1 **Q. Please state your name and address.**

2 A. James D. Propst, 11300 Corporate Avenue, Lenexa, KS 66219-1374

3 **Q. By whom are you employed and in what capacity?**

4 A. I am employed by Sprint Spectrum L.P. d/b/a Sprint PCS (hereinafter referred to
5 as "Sprint PCS"). I am a Senior Engineer in the Carrier Interconnection
6 Management Group.

7 **Q. Please describe your job responsibilities as a Senior Engineer in the Carrier**
8 **Interconnection Management Group.**

9 A. I negotiate interconnection and reciprocal compensation agreements with other
10 telecommunications companies. These agreements set forth the terms by which
11 the companies exchange traffic and the rates the companies agree to pay one
12 another for the exchange of traffic. I have negotiated approximately 140
13 interconnection and reciprocal compensation agreements covering the mutual
14 exchange of CMRS traffic with Incumbent Local Exchange Carriers in 46 states
15 on behalf of Sprint PCS. In Missouri I have negotiated agreements with
16 Southwestern Bell, Sprint Missouri, Inc., GTE, New London Telephone Co.,
17 Orchard Farm Telephone Co., Stoutland Telephone Co. and Peace Valley
18 Telephone Co.

19 **Q. In conjunction with your work, have you had occasion to contact the**
20 **companies that have filed tariffs in this proceeding?**

21 A. Yes. Following execution of Sprint PCS' interconnection agreements with
22 Southwestern Bell and GTE, Sprint PCS attempted to make contact with every
23 Independent Local Exchange Carrier ("ILEC") in Missouri to establish reciprocal

REBUTTAL TESTIMONY OF JAMES D. PROPST ON BEHALF OF SPRINT SPECTRUM L.P.
CASE NO. TT-99-428, ET AL.

1 compensation agreements. On November 12, 1997, I contacted the Alma
2 Telephone Company, MoKan Dial, Inc., Mid-Missouri Telephone Company,
3 Choctaw Telephone Company, Chariton Valley Telephone Company and the
4 Peace Valley Telephone Company. A representative copy of that correspondence
5 is attached to my testimony as Schedule J.P.1.

6 **Q. What was the purpose of your November 12, 1997, correspondence?**

7 A. I suggested that the volume of traffic that we expected to exchange with the
8 independent local exchange carriers would not be sufficient to warrant billing and
9 collection arrangements and that our companies would best be served by a simple
10 "bill and keep" arrangement.

11 **Q. What response did you receive?**

12 A. The Peace Valley Telephone Company agreed that a bill and keep arrangement
13 was in the best interest of our companies and executed a letter agreement to that
14 effect. A copy of that executed agreement is attached to my testimony as
15 Schedule J.P.2. The attorney representing the remaining companies rejected the
16 proposed "bill and keep" arrangement and requested that Sprint PCS enter
17 negotiations to establish a formal interconnection agreement with each of these
18 companies. A copy of that correspondence is attached as Schedule J.P.3.

19 **Q. Did you attempt to enter formal interconnection agreements with these**
20 **companies?**

21 A. Yes. On December 22, 1997, I wrote the Alma Telephone Company, MoKan
22 Dial, Inc., Mid-Missouri Telephone Company, Choctaw Telephone Company, and
23 Chariton Valley Telephone Company, and requested that they enter a reciprocal

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1 compensation agreement with Sprint PCS. Schedules J.P.4 and J.P.5 to my
2 testimony are my correspondence of December 22, 1997, and the proposed
3 interconnection agreement sent to each of the companies.

4 **Q. What response did you receive to this proposed interconnection agreement?**

5 A. Of the five remaining companies, only one responded to my request for
6 interconnection. The Mid-Missouri Telephone Company rejected our proposed
7 agreement on the grounds that they were not required to enter a reciprocal
8 compensation arrangement with Sprint PCS unless Sprint PCS established direct
9 connectivity with their end office. A copy of that letter is attached as Schedule
10 J.P.6. Following receipt of that letter I attempted further discussions with the
11 Mid-Missouri Telephone Company but received the same flat refusal to establish
12 a reciprocal compensation arrangement unless Sprint PCS agreed to direct
13 connectivity. See Schedule J.P.7 and J.P.8 to my testimony.

14 **Q. Is it economically feasible for Sprint PCS to establish direct trunks to every**
15 **ILEC in Missouri?**

16 A. No. The cost of a trunk to each of these companies would far exceed the revenue
17 generated for either party. The only economically rational means of
18 interconnecting with these small incumbent ILECs is indirectly through a larger
19 carrier's tandem.

20 **Q. What additional steps has Sprint PCS taken in an attempt to establish**
21 **reciprocal compensation arrangements with the Missouri ILECs?**

22 A. Sprint PCS has continued to negotiate with those ILECs indicating a willingness
23 to do so. From the time that these initial attempts were made, Sprint PCS has

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1 executed contracts with New London Telephone Co., Orchard Farm Telephone
2 Co., and Stoutland Telephone Co. Sprint PCS conducted lengthy negotiations,
3 both by correspondence and in person, with a large group of Missouri ILECs
4 represented by Mr. W.R. England III in an attempt to resolve our differences over
5 reciprocal compensation. These companies, however, have refused to enter
6 reciprocal compensation agreements with Sprint PCS. Accordingly, Sprint PCS
7 filed a complaint with the FCC seeking to require these companies to comply with
8 their obligations. The complaint before the FCC is still pending. While Sprint
9 PCS has not filed a complaint against the six companies in this proceeding, it is
10 willing to do so if necessary to resolve this issue.

11 **Q. Has Mr. Stowell or any other representative of MoKan Dial, Inc. made any**
12 **attempt to contact you or any other representative of Sprint PCS to**
13 **implement a reciprocal compensation agreement?**

14 A. Not to my knowledge. As I previously testified, other than Mid-Missouri
15 Telephone and Peace Valley Telephone Company, none of these carriers
16 responded to my correspondence of November 12, 1997 or December 22, 1997.

17 **Q. On page 8, lines 14 and 15 of his Direct Testimony, Mr. Stowell testifies that**
18 **the Missouri ILECs have no right to request interconnection from a wireless**
19 **provider, is this correct?**

20 A. No. All common carriers, including CMRS carriers, have an obligation to
21 interconnect with all other requesting carriers at just and reasonable rates. If the
22 Missouri ILECs feel that a wireless carrier has violated this federal mandate, they

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1 are free to file an enforcement complaint before the FCC just as Sprint PCS has
2 filed an enforcement proceeding against certain of the Missouri ILECs.

3 **Q. Is Sprint PCS still willing to enter reciprocal compensation agreements with**
4 **the Missouri ILECs?**

5 A. Yes. Sprint PCS still desires to enter into appropriate reciprocal compensation
6 agreements with the Missouri ILECs. As I previously testified, not all Missouri
7 ILECs have refused to enter into such contracts. Schedule J.P.9 to my testimony
8 is the reciprocal compensation agreement between New London Telephone Co.
9 and Sprint PCS. New London is a small independent company in the same
10 circumstances as the Missouri ILECs filing these tariffs. Sprint PCS would be
11 willing to execute a similar agreement with any of the companies attempting to
12 file these inappropriate unilateral access tariffs.

13 **Q. Why are the access charges proposed by the Missouri ILECs inappropriate?**

14 A. The FCC rules provide that the local calling scope of a CMRS provider, for
15 purposes of reciprocal compensation, is the entire Metropolitan Trading Area
16 ("MTA"). See 47 C.F.R. 51.701(b)(2). The FCC has explicitly stated that access
17 charges are inapplicable to CMRS traffic within the MTA. See, the First Report
18 and Order, *In the Matter of Implementation of the Local Competition Provisions*
19 *in the Telecommunications Act of 1996*, Docket 96-98 ¶1043.

20 **Q. How large is an MTA?**

21 A. Schedule J.P.10 to my testimony is a map of the State of Missouri showing the
22 boundaries of the St. Louis and Kansas City MTAs.

REBUTTAL TESTIMONY OF JAMES D. PROPST ON BEHALF OF SPRINT SPECTRUM L.P.
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1 **Q. On page 5, lines 8 through 11 of his Direct Testimony, Mr. Stowell states that**
2 **there is no reason to treat a minute of terminating wireless traffic differently**
3 **from a minute of terminating toll traffic, do you agree?**

4 **A.** No. The FCC has defined this traffic as local for purposes of reciprocal
5 compensation and has established that the appropriate compensation due for the
6 transport and termination of such local traffic is either the forward looking
7 economic costs of such offerings, the default proxies established by the FCC or
8 bill-and-keep. See 47 C.F.R. 51.705(a). The application of access charges will
9 merely increase the cost of telephone service and inhibit the growth of
10 competitive providers.

11 **Q. On page 8, lines 1 and 2 of his Direct Testimony, Mr. Stowell testifies that the**
12 **MMG members have billed the wireless carriers based upon CTUSR reports.**
13 **Have any of the carriers filing this tariff billed Sprint PCS for traffic**
14 **terminated on their networks?**

15 **A.** Only two companies have attempted to bill Sprint PCS for terminating traffic on
16 their networks, Mid-Missouri Telephone Company and Chariton Valley
17 Telephone Company. These companies began billing Sprint PCS in July of 1999
18 and April of 1999 respectively. Upon receipt of these invoices, Sprint PCS again
19 contacted these companies to determine if they would be willing to enter into a
20 reciprocal compensation agreement for the exchange of traffic. Mid-Missouri
21 Telephone again responded with a definitive, no. See Schedule J.P.11, J.P.12, and
22 J.P.13 to my testimony. Chariton Valley indicated orally that it would only accept
23 an arrangement in which Sprint PCS agreed to pay access charges for this traffic.

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CASE NO. TT-99-428, ET AL.

1 **Q. Has Sprint PCS made any payments to these carriers for traffic terminated**
2 **on their network?**

3 **A. No.** Sprint PCS has made numerous good faith efforts to establish reciprocal
4 compensation arrangements with these companies and they have refused. The
5 Missouri ILECs must comply with the reciprocal compensation obligations
6 acknowledged by Mr. Stowell at page 5, lines 8 and 9 of his Direct Testimony.
7 The Missouri ILECs have no basis upon which to assess access charges against
8 Sprint PCS.

9 **Q. Does this conclude your rebuttal testimony?**

10 **A. Yes.**

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

In the matter of the Mid-Missouri)
Group's Filing to Revise its Access) Case No. TT-99-428, et al.
Service Tariff, P.S.C. Mo. No. 2.)

AFFIDAVIT OF JAMES D. PROPST

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

James D. Propst, of lawful age, on my oath states, that I have participated in the preparation of the foregoing direct testimony in question and answer form, consisting of 7 pages, to be presented in this case; that the answers in the foregoing testimony were given to me; that I have knowledge of the matters set forth in such answers; and that such matters are true to the best of my knowledge and belief.

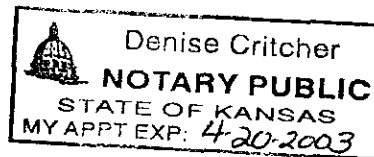

James D. Propst

Subscribed and sworn to before me this 22 day of September, 1999.


Notary Public

My Commission Expires:

4-20-2003





Sprint PCS™

Planning & Operations Integration

4900 Main

Kansas City, Missouri 64112

Mailstop: MOKCMM0-01

November 12, 1997

Mr. Donald D. Stowell
Manager
Mo-Kan Dial Telephone Company, Inc.
Louisburg, KS 66053

Re: Compensation for indirect traffic exchange between Sprint Spectrum L.P.
and the Mo-Kan Dial Telephone Company, Inc.

Dear Mr. Stowell:

As you may know, Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS") is a provider of Commercial Mobile Radio Service ("CMRS") in the Major Trading Areas (MTAs) of St. Louis and Kansas City. Sprint PCS has now launched service in both of these markets.

In order to provide this service, Sprint PCS has entered into or is negotiating Interconnection Agreements with those companies that will directly connect with the Sprint PCS network. More specifically, Sprint PCS recently executed interconnection agreements with Southwestern Bell Telephone Company and GTE. These agreements, in conformance with the FCC's First Report and Order released on August 8, 1996, provide for reciprocal and symmetrical compensation for the exchange of traffic. They further provide, as required by law, that all wireless calls which originate and terminate within the same MTA shall be deemed local calls for compensation purposes and not subject to access charges ("Local Traffic").

There are numerous companies, however, with whom Sprint PCS will not have direct connectivity. The Mo-Kan Dial Telephone Company, Inc. ("Mo-Kan Dial") is one of these entities.

Pursuant to our agreements with Southwestern Bell and GTE, and our understanding of the current requirements of the FCC, Sprint PCS must reach some form of agreement with Mo-Kan Dial regarding the manner in which we will compensate one another for the exchange of traffic. Because we do not anticipate that Sprint PCS will terminate any substantial amount of traffic on the Mo-Kan Dial network or that Mo-Kan Dial will terminate any substantial amount of traffic on the Sprint PCS network, we would suggest that a letter agreement would suffice for this purpose.

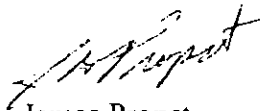
It would be our proposal that Sprint PCS and the Mo-Kan Dial Telephone Company, Inc. (each individually referred to as a "party" and jointly as "the parties") agree to a bill and keep arrangement until traffic exchange patterns warrant a more sophisticated billing agreement. Specifically, Sprint PCS proposes that each party bill its own customers and retain the resulting revenues as full compensation for Local Traffic terminating on its network from the other party. The parties agree they will not seek additional compensation for such Local Traffic from Southwestern Bell or GTE. This agreement can be terminated at will by either party after giving written notice of at least sixty (60) days prior to the date of termination. Upon notice of termination by either party, the parties agree to enter good faith negotiations to establish just and reasonable rates and reciprocal compensation on a timely basis.

We are aware that the Small Telephone Company Group has filed various pleadings expressing concern over the interconnection agreements being executed by Southwestern Bell and GTE with CMRS providers. Sprint PCS is aware of these concerns and has drafted the attached memorandum in an attempt to address those concerns. Sprint PCS believes that this letter agreement will serve to address the concerns expressed by the Small Telephone Company Group and assure your company that we are attempting to reach an amicable compensation arrangement.

If this agreement is acceptable to you please so indicate by placing your signature in the space provided and returning a copy to me at the address listed above. By executing this agreement you represent that you have authority to bind Mo-Kan Dial Telephone Company, Inc. to this agreement.

Thank you for your attention to this matter. If you have any questions or comments please feel free to contact me at (816) 559-5064.

Sincerely,



James Propst
Senior-Carrier Interconnection Management
Sprint Spectrum L.P. d/b/a Sprint PCS

Approved and Agreed to by:

Title: _____
Mo-Kan Dial Telephone Company, Inc.



Sprint PCS™

To: Missouri Independent Local Exchange Carriers

From: Sprint Spectrum L.P, d/b/a Sprint PCS

Date: November 12, 1997

Re: Interconnection Agreements with Southwestern Bell and GTE

As you may already know, Sprint PCS has recently filed with the Missouri Public Service Commission ("MPSC") interconnection agreements with Southwestern Bell and GTE which govern the mutual compensation obligations between Sprint PCS and those two companies. The MPSC approved these agreements on September 11, 1997, and October 20, 1997, respectively, finding them to be within the public interest. During these proceedings the Small Telephone Company Group intervened to express the concerns of independent local exchange carriers ("ILECs") regarding future compensation between Sprint PCS and the ILECs. We would like to take this opportunity to address those concerns and allay any fears you may have regarding these Agreements.

Initially we would like to note that our Interconnection Agreements with Southwestern Bell and GTE do not purport to govern the terms and conditions of interconnection with third parties. On the contrary, the agreements merely acknowledge that each party will be responsible for making compensation arrangements with third parties. During negotiations, both GTE and Southwestern Bell made it clear that they would not act as our collection agents for traffic originated by your customers which transited their networks and terminated to our customers. Instead, GTE and Southwestern Bell insisted that we negotiate our own compensation arrangements with each of the independent telephone companies in the State of Missouri. Although this is certainly an administrative burden, we believe it is consistent with the FCC's rules governing interconnection between local exchange carriers and commercial mobile radio service ("CMRS") providers. 47 C.F.R. §20.11, see also, FCC First Report and Order, ¶ 1008.

Sprint PCS is willing to negotiate a formal interconnection agreement with each ILEC, similar to those signed with Southwestern Bell and GTE, however, Sprint PCS suggests that the current regulatory structure applicable to CMRS providers warrants the creation of a bill and keep arrangement until measured traffic patterns indicate the need for a more formal interconnection agreement. Sprint PCS suggests this bill and keep arrangement for several reasons. First, under the current regulatory environment, ILECs

can no longer charge CMRS providers access rates for the vast majority of traffic terminated on their networks. Accordingly, the revenues reflected by this traffic will be relatively insubstantial. Second, ILEC rates for termination of CMRS traffic must be reciprocal and symmetrical and the amount of traffic exchanged between the parties will be very small. Third, Sprint PCS suggests that, contrary to traditional cellular experience, traffic between the parties will be substantially in balance.

I. CMRS Providers Have an MTA Wide Local Calling Scope.

As recently affirmed by the Eighth Circuit Court of Appeals, local telecommunications traffic means:

Telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area, as defined in §24.202(a) of this chapter.

47 C.F.R. 51.701(b)(2). See also, Summary of Currently Effective Commission Rules for Interconnection Requests by Providers of Commercial Mobile Radio Services, FCC 97-344, September 30, 1997. The State of Missouri is encompassed almost entirely by two Major Trading Areas.¹

This definition of local traffic eliminates the previous practice of charging access rates for the termination of CMRS traffic. As noted by the FCC:

We reiterate that traffic between an incumbent LEC and a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination rates under section 251(b)(5), rather than interstate or intrastate access charges. Under our existing practice, most traffic between LECs and CMRS providers is not subject to interstate access charges unless it is carried by an IXC, with the exception of certain interstate interexchange service provided by CMRS carriers, such as some "roaming" traffic that transits incumbent LECs' switching facilities, which is subject to interstate access charges.

FCC First Report and Order, Docket 96-98, Released August 8, 1996, ¶ 1043.

Charges for transport and termination under section 251(b)(5) must be based upon "a reasonable approximation of the additional costs of terminating such calls." 47 U.S.C. § 252(d)(2). Because the incremental cost of termination is substantially less than the access charges traditionally assessed by ILECs, the amount of revenue reflected by this traffic will be relatively insignificant.

¹ See appendix A attached hereto.

II. CMRS Providers are Entitled to Reciprocal and Symmetrical Compensation.

In addition to the reduced revenues which ILECs will receive from CMRS providers for the termination of traffic, ILECs are also now faced with the expense of compensating CMRS providers for the traffic originated by their customers and terminated on a CMRS provider's network. As noted by the FCC, "ILECs are obligated, pursuant to section 251(b)(5) (and the corresponding pricing standards of section 252(d)(2)), to enter into reciprocal compensation arrangements with all CMRS providers." FCC First Report and Order, ¶ 1008. The rates for such transport and termination of local traffic must also be symmetrical, 47 C.F.R. 51.711(a)(1), unless a CMRS provider can demonstrate by means of a cost study that its rates are higher than those of the incumbent LEC. First Report and Order, ¶ 1089.

The obligation of reciprocal and symmetrical compensation will further reduce the amount of revenues which ILECs will receive from CMRS providers. In combination with the fact that very little traffic is expected to terminate on ILEC networks, the administrative cost of engaging in such reciprocal billing would appear to justify the implementation of a bill and keep arrangement, at least until traffic volumes warranted a more complex interconnection agreement.

III. Sprint PCS Expects a Balance of Traffic Between the Parties

Although traditional cellular traffic has shown an 80/20 balance of traffic, the manner in which Sprint PCS has marketed its services has dramatically altered that traditional balance. All marketing information Sprint PCS has obtained to date indicates that the actual balance of traffic will be closer to 55/45. Based upon this balance of traffic, there would be no reason to incur the administrative cost of mutual billing.

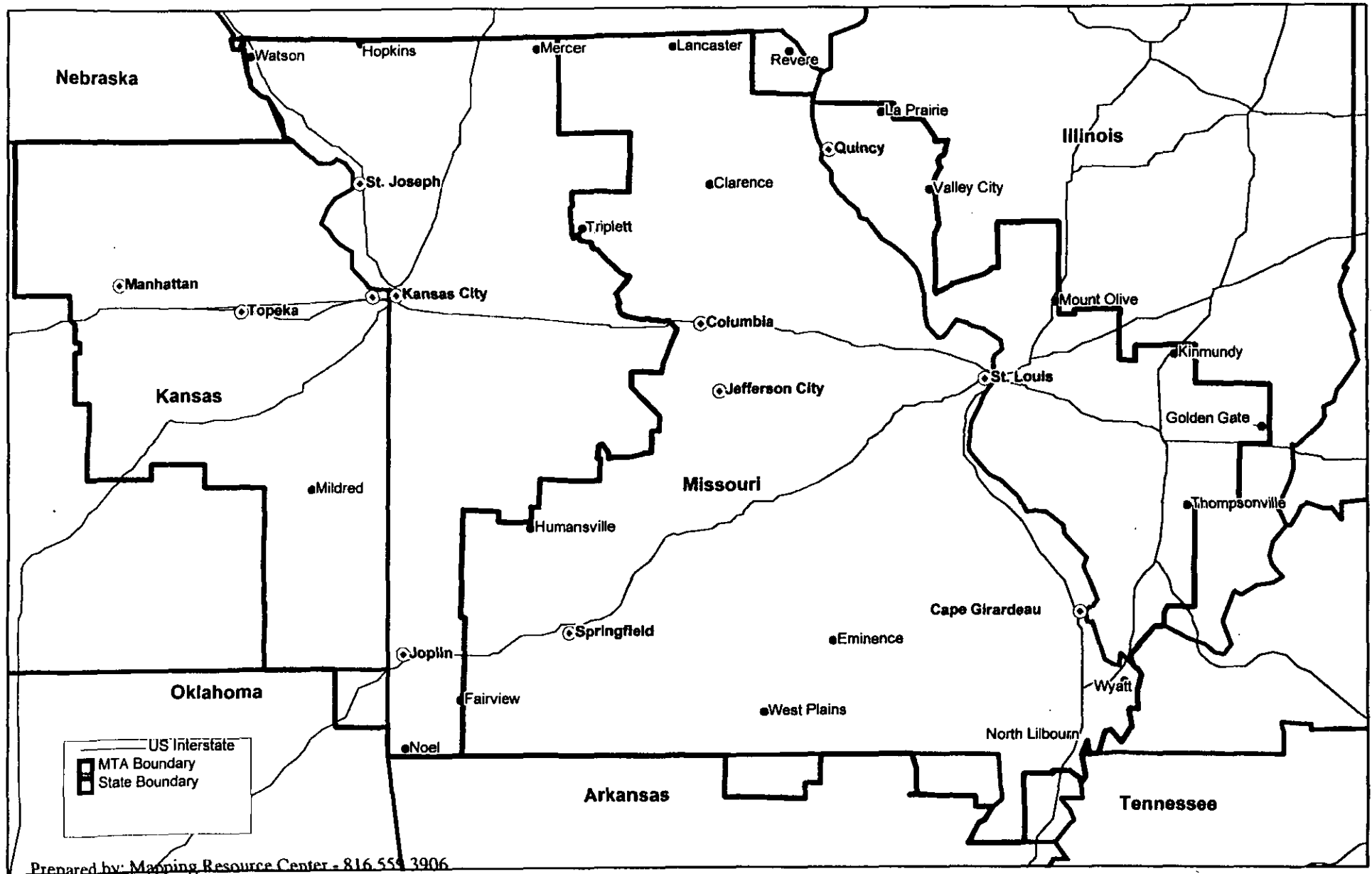
Sprint PCS is not suggesting, however, that other arrangements should not be made if traffic is not reasonably balanced. If the traffic is significantly out of balance and the amount of traffic warrants a formal billing arrangement, Sprint PCS is very willing to negotiate a more formal interconnection agreement. Until additional information is available, however, Sprint PCS suggests that it will be in the interest of both the Missouri ILECs and Sprint PCS to establish a bill and keep arrangement.

IV. Conclusion

Sprint PCS is aware that the new regulatory structure created by the changes in telecommunications law has created numerous administrative burdens on telecommunications providers. Among these burdens is the obligation to negotiate interconnection agreements which provide for the reciprocal compensation obligations of both the Missouri ILECs and Sprint PCS. Sprint PCS suggests the simplest manner in which to resolve this burden is to establish bill and keep arrangements between Sprint PCS and the Missouri ILECs until such time as actual traffic reports warrant a more

formal agreement. Given the new regulatory construct governing CMRS providers, the administrative costs of mutual billing will not warrant a more complex arrangement.

Kansas City - St. Louis MTAs





Sprint PCS*

Planning & Operations Integration

490 Main

Kansas City, Missouri 64111

Main: 816/254-1000

November 12, 1997

Mr. Maurice Bosserman
President
Peace Valley Telephone Company
101 Main Street
Peace Valley, MO 65788

Re: Compensation for indirect traffic exchange between Sprint Spectrum L.P.
and the Peace Valley Telephone Company.

Dear Mr. Bosserman:

As you may know, Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS") is a provider of Commercial Mobile Radio Service ("CMRS") in the Major Trading Areas (MTAs) of St. Louis and Kansas City. Sprint PCS has now launched service in both of these markets.

In order to provide this service, Sprint PCS has entered into or is negotiating Interconnection Agreements with those companies that will directly connect with the Sprint PCS network. More specifically, Sprint PCS recently executed interconnection agreements with Southwestern Bell Telephone Company and GTE. These agreements, in conformance with the FCC's First Report and Order released on August 8, 1996, provide for reciprocal and symmetrical compensation for the exchange of traffic. They further provide, as required by law, that all wireless calls which originate and terminate within the same MTA shall be deemed local calls for compensation purposes and not subject to access charges ("Local Traffic").

There are numerous companies, however, with whom Sprint PCS will not have direct connectivity. The Peace Valley Telephone Company ("Peace Valley") is one of these entities.

Pursuant to our agreements with Southwestern Bell and GTE, and our understanding of the current requirements of the FCC, Sprint PCS must reach some form of agreement with Peace Valley regarding the manner in which we will compensate one another for the exchange of traffic. Because we do not anticipate that Sprint PCS will terminate any substantial amount of traffic on the Peace Valley network or that Peace Valley will terminate any substantial amount of traffic on the Sprint PCS network, we would suggest that a letter agreement would suffice for this purpose.

ANDERECK, EVANS, MILNE, PEACE & BAUMHOER, L.L.C.

ATTORNEYS AT LAW

305 EAST MCCARTY STREET

P.O. BOX 1438

JEFFERSON CITY, MISSOURI 65102-1438

TELEPHONE 573-634-3422

FAX 573-634-7822

EUGENE E. ANDERECK

TERRY M. EVANS

ERWIN L. MILNE

JACK PEACE

PATRICK A. BAUMHOER

CRAIG S. JOHNSON

RODRIC A. WIDGER

GEORGE M. JOHNSON

BEVERLY J. FIGG

PEGGY D. RICHARDSON

CARL E. LIPPELMAN

WILLIAM S. LEWIS

VICTOR S. SCOTT

LESLEY A. RENFRO

DANA L. KOLLAR

COREY K. HERRON

MARVIN L. SHARP

OF COUNSEL

GREGORY C. STOCKARD

(1904-1993)

PHIL HAUCK (1924-1991)

November 18, 1997

TRENTON OFFICE

901 AND WASHINGTON STREET

P.O. BOX 547

TRENTON, MISSOURI 64683-0547

816-359-2244

FAX 816-359-2116

SPRINGFIELD OFFICE

1111 S. GLENSTONE

P.O. BOX 4929

SPRINGFIELD, MISSOURI 65808-4929

417-864-6401

FAX 417-864-4967

PRINCETON OFFICE

807 NORTH WASHINGTON

PRINCETON, MISSOURI 64673

816-748-2244

SMITHVILLE OFFICE

119 E. MAIN STREET

P.O. BOX 654

SMITHVILLE, MISSOURI 64089

816-532-3895

FAX 816-532-3899

Mr. James Propst
Senior-Carrier Interconnection Management
Sprint Spectrum L.P. d/b/a Sprint PCS
4900 Main
Kansas City, MO 64112

Re: 11-12-97 Letter/11-12-97 Memorandum Regarding
Compensation for Indirect Traffic Exchange Between Sprint
Spectrum L.P./PCS and Mid-Missouri Group Independent
Telephone Companies

Dear Mr. Propst:

I serve as Missouri regulatory counsel for the "Mid-Missouri Group" of small independent local exchange companies, comprised of Alma, Chariton Valley, Choctaw, Mid-Missouri MoKan Dial, Modern, Northeast Missouri Rural, and Peace Valley Telephone Companies. I have been provided with a copy of your November 12 letter and memorandum to Mid-Missouri Telephone Company, and your prior August 14 letter to Chariton Valley.

As you state, Southwestern Bell Telephone Company's wireless interconnection tariff/interconnection agreements have been the subject of fairly extensive MO PSC proceedings. Southwestern Bell has provided the cellular usage report it is able to provide to both CMRS providers and to third party LECs. Based upon the reported amounts of traffic to our exchanges, and the fact that there is no direct interconnection or business relationship between CMRS providers and our companies, we have requested that Southwestern Bell collect and bill our terminating access charges to its interconnecting CMRS providers. Once in possession of this information, we believe Sprint Spectrum/PCS will then be in a position to determine if interconnection or reciprocal compensation

It would be our proposal that Sprint PCS and the Peace Valley Telephone Company (each individually referred to as a "party" and jointly as "the parties") agree to a bill and keep arrangement until traffic exchange patterns warrant a more sophisticated billing agreement. Specifically, Sprint PCS proposes that each party bill its own customers and retain the resulting revenues as full compensation for Local Traffic terminating on its network from the other party. The parties agree they will not seek additional compensation for such Local Traffic from Southwestern Bell or GTE. This agreement can be terminated at will by either party after giving written notice of at least sixty (60) days prior to the date of termination. Upon notice of termination by either party, the parties agree to enter good faith negotiations to establish just and reasonable rates and reciprocal compensation on a timely basis.

We are aware that the Small Telephone Company Group has filed various pleadings expressing concern over the interconnection agreements being executed by Southwestern Bell and GTE with CMRS providers. Sprint PCS is aware of these concerns and has drafted the attached memorandum in an attempt to address those concerns. Sprint PCS believes that this letter agreement will serve to address the concerns expressed by the Small Telephone Company Group and assure your company that we are attempting to reach an amicable compensation arrangement.

If this agreement is acceptable to you please so indicate by placing your signature in the space provided and returning a copy to me at the address listed above. By executing this agreement you represent that you have authority to bind Peace Valley Telephone Company to this agreement.

Thank you for your attention to this matter. If you have any questions or comments please feel free to contact me at (816) 559-5064.

Sincerely,



James Propst
Senior-Carrier Interconnection Management
Sprint Spectrum L.P. d/b/a Sprint PCS

Approved and Agreed to by:



Title: _____
Peace Valley Telephone Company

Mr. James Propst
November 18, 1997
Page 2

with any or all of the independent LECs in the Mid-Missouri Group is justified. Until then, in order to meet the obligations under your interconnection agreement with Southwestern Bell, I would suggest that you request Southwestern Bell and GTE to pay our access charges, and bill Sprint until a superseding arrangement is completed.

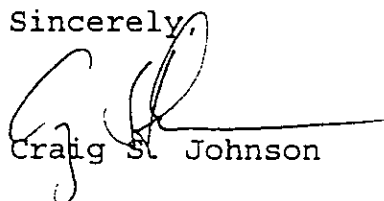
Your proposed "reciprocal" "bill and keep" solution is unacceptable. Based on the Missouri proceedings, it is my belief that Sprint is currently being compensated by the toll provider for land line traffic originated in our exchanges and terminating upon your facilities. That being the case, we disagree that there currently exists a balance of traffic between the parties upon which to base any reciprocal compensation arrangements.

Should Sprint Spectrum/PCS decide, now or in the future, that it desires to begin discussions regarding interconnection/reciprocal compensations, please be advised that each individual company in the Mid-Missouri Group has individual facilities and traffic considerations. Each will need to know the location and type of interconnection you request, and each prefers to negotiate separately from the other.

Finally, we are currently receiving no compensation for the termination of cellular originated traffic on our facilities. We have no desire to begin negotiations until all amounts due for terminating cellular traffic to our exchanges have been paid, and assurances provided that payments will continue to be made until any approved agreement supersedes our Missouri tariffs.

Please contact me if you wish to pursue this further at this time.

Sincerely,



Craig St. Johnson

CSJ:skl

cc: Oral Glasco
William Biere
Mike Staudt/John West
Sandy Bosserman

David Jones
Donald Stowell
Ray Ford/Gary Godfrey



Sprint PCS

Planning & Operations Integration
4900 Main
Kansas City, Missouri 64112
Mailstop: MOKCMM0401

December 22, 1997

Mr. Donald D. Stowell
Manager
Mo-Kan Dial Telephone Co.
112 S. Broadway
PO Box 429
Louisburg, KS 66053

Dear Mr. Stowell:

This letter is a follow up to my initial correspondence to you dated November 12, 1997, requesting the establishment of a reciprocal compensation arrangement between Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS") and the Mo-Kan Dial Telephone Company.

In response to this request, Sprint PCS was contacted by your attorney, Craig S. Johnson. Mr. Johnson advised me that your company has rejected our proposal that we enter into a bill and keep arrangement. He also indicated that I should contact you directly regarding further negotiations to reach a mutual compensation agreement.

Based upon your attorney's letter, there appears to be some confusion regarding the current regulatory structure governing the manner in which Commercial Mobile Radio Service ("CMRS") providers are compensated and the nature of the mutual obligations between our companies. Because these basic rules have a significant impact on the manner in which our agreement is structured, I would like to take this opportunity to clarify a few points.

Sprint PCS can not agree with the "business as usual" intraLATA toll position that Mr. Johnson has suggested. Southwestern Bell is not required to perform intermediary billing and collection on behalf of our companies. Mr. Johnson apparently considers the traffic between our companies to be intraLATA toll traffic and therefore the domain of the Primary Toll Carriers within Missouri. This is not the case. The local calling area for CMRS providers is MTA wide. Accordingly, Sprint PCS is not compensated by Southwestern Bell for traffic originated by your customers.

Schedule JP

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Mr. Johnson also suggests that Southwestern Bell has required Sprint PCS to enter into an agreement for reciprocal compensation with your company. Again, this is not the case. The Communications Act of 1934, as amended, and the FCC have imposed these mutual compensation obligations. To quote the FCC, "all local exchange carriers, including small incumbent LECs . . . , have a duty to establish reciprocal compensation arrangements for the transport and termination of local exchange traffic." First Report and Order, ¶1045. While the FCC recognized that these arrangements could require small incumbent LECs to establish a method to measure this traffic and that these entities might incur some cost in establishing those measurement capabilities, the FCC concluded that the cost of such measurement is likely to be substantially outweighed by the benefits of these arrangements. Id.

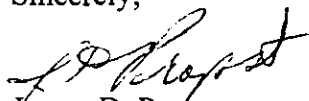
Our initial bill and keep proposal was an attempt to recognize the impact that the reciprocal compensation obligation could have on your company and to propose an interim arrangement that would minimize this impact until traffic volumes could justify your company's investment to establish the necessary measurement capabilities. Sprint PCS still believes that bill and keep is the best interim arrangement, however, we are willing to enter into a more formal agreement at your request.

Toward that end, enclosed please find our proposed interconnection agreement. Sprint PCS believes this agreement properly addresses the reciprocal compensation obligations imposed by the FCC and creates an equitable arrangement for both companies. Please take a moment to review this agreement and contact me with any questions or proposed modifications to its language. I would appreciate your response by January 16, 1998, to permit us to complete these negotiations on an expeditious basis.

I look forward to working with you and your company to reach a mutually acceptable agreement supporting the reciprocal compensation obligations imposed on both our companies.

I can be contacted at 816-559-5064 or via the Internet at jprops01@sprintspectrum.com

Sincerely,



James D. Propst

Senior- Carrier Interconnection Management

Enclosure

CMRS Interconnection Agreement

DRAFT : 12/12/97 Indirect Interconnection

This CMRS Interconnection Agreement (the "Agreement"), is made effective as of _____, 199_, by and between _____ (the "Company") with offices at _____, and Sprint Spectrum L.P., d/b/a Sprint PCS, a Delaware limited partnership as agent and general partner for Wireless Co. L.P., a Delaware limited partnership ("Sprint PCS") with offices at 4900 Main, 12th Floor, Kansas City Missouri, 64112. Company and Sprint PCS are referred to collectively as the "Parties" and individually as a "Party". This Agreement covers services in the State of Missouri (the "State").

WHEREAS, the mutual exchange and termination of traffic originating on each Party's network is necessary and desirable; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner; and

WHEREAS, the Parties wish to enter into an agreement to establish reciprocal compensation for the exchange of traffic between their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Sections 251 and 332 of the Telecommunications Act of 1934, as amended, (the "Act") impose specific obligations on certain telecommunications providers with respect to the interconnection of their networks;

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, Company and Sprint PCS hereby covenant and agree as follows:

ARTICLE I SCOPE AND INTENT OF AGREEMENT

This Agreement shall extend certain arrangements between the Parties for the purpose of exchanging traffic between their respective end user customers through existing network connections into a non-Party's switching facility (in-direct interconnection). The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

ARTICLE II DEFINITIONS

2. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article.

- 2.1 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party or with whom Sprint PCS has a contractual arrangement to operate or manage such entity's wireless network.. For purposes of this definition, the term "own" means to have a majority ownership interest in or have voting control of a majority of the ownership interests in such corporation or other legal entity.

CMRS Interconnection Agreement

- 2.2 "Business Day" shall mean Monday through Friday, except for Federal holidays.
- 2.3 "Customer" means Sprint PCS and "Provider" means Company with respect to those services performed by Company pursuant to Article IV. Sprint PCS shall be referred to as "Provider" and Company shall be referred to as "Customer" with respect to those services performed by Sprint PCS pursuant to Article IV.
- 2.4 "FCC" means Federal Communications Commission.
- 2.5 "In-direct interconnection", means the mutual exchange of traffic across facility connections each Party has in place with a common non-Party's switching facilities. The mutual exchange of traffic over these facilities shall be Local Telecommunications Traffic for the purpose of this Agreement.
- 2.6 "Local Exchange Carrier" or "LEC" has the meaning given to it by the Act and as interpreted by the FCC.
- 2.7 "Local Exchange Routing Guide" or "LERG" means the Bellcore reference customarily used to identify NPA-NXX routing and homing information.
- 2.8 "Local Calling Area", means an area served by NXXs which may be dialed and connected from the LEC's local office without a time and distance charge.
- 2.9 "Local Telecommunications Traffic" for the purposes of determining compensation under this Agreement means telecommunications traffic originated and terminated between a LEC's end user customer and a CMRS provider's end user customer that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in § 47 CFR 24.202(a). The origination point and the termination point on Company's network shall be the end office serving the calling or called party. The origination point and the termination point on Sprint PCS's network shall be the originating or terminating cell site which services the calling or called party at the beginning of the call.
- 2.10 "POI" means Point of Interconnection as established by Sprint PCS with non-Party LECs for the purpose of providing wireless interconnection services.
- 2.11 "Provider" means Company and "Customer" means Sprint PCS with respect to those services performed by Company pursuant to Article IV. Sprint PCS shall be referred to as "Provider" and Company shall be referred to as "Customer" with respect to those services performed by Sprint PCS pursuant to Article IV.
- 2.12 "Rate Center" means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a Party for provision of its authorized services. The geographic point is identified by a specific V&H coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 2.13 "Routing Point" denotes a location that a Party has designated on its network as the homing (routing) point for traffic that terminates to its authorized services that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA- NXX.
- 2.14 "Transit", means the facilities provided by a non-Party for the switching and transport of Local Telecommunication Traffic between the Parties networks. The Party originating the traffic shall be responsible for compensation to the non-Party for the utilization of its transit facilities.

CMRS Interconnection Agreement

ARTICLE III GENERAL PROVISIONS

- 3.1 Scope of General Provisions. Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall take precedence, these General Provisions shall apply to all Articles and Appendices of this Agreement.
- 3.2 Term and Termination.
- 3.2.1 Term. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be twelve (12) months from the effective date referenced in the first paragraph of this Agreement and shall continue in effect for consecutive six (6) month terms until either Party gives the other Party at least sixty (60) calendar days' written notice of termination, which termination shall be effective at the end of the then-current term.
- 3.2.2 Post-Termination Arrangements. Except in the case of termination as a result of either Party's default or a termination upon sale for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue without interruption under (a) a new arrangement voluntarily executed by the Parties; or (b) terms and conditions made generally available by Company to all CMRS providers in the state.
- 3.2.3 Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:
- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.
- 3.2.4 Liability upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.
- 3.3 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.
- 3.4 Assignment. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, an Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

CMRS Interconnection Agreement

- 3.5 Authority. Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

3.6 Billing and Payment.

- 3.6.1 Billing. The parties shall bill one another for the exchange of traffic. Charges shall be billed monthly. Parties agree to pay all un-disputed charges within thirty (30) calendar days of the bill date as printed on the face of the bill.
- 3.6.2 Dispute. If Customer disputes a billing statement, Customer shall notify Provider in writing regarding the nature and the basis of the dispute within thirty (30) calendar days of the statement date or the dispute shall be waived. Provider and Customer shall diligently work toward resolution of all billing issues.
- 3.6.3 Late Payment Charges. If any undisputed amount due on the billing statement is not received by Provider on the payment date, Provider may charge, and Customer agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1½%) per month or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.
- 3.6.4 Taxes. Provider shall charge and collect from Customer, and Customer agrees to pay to Provider, appropriate federal, state, and local taxes, and other customary charges, except to the extent Customer notifies Provider and provides to Provider appropriate documentation that Customer qualifies for a full or partial exemption.
- 3.7 Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assignees of the Parties.
- 3.8 Compliance with Laws and Regulations. Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
- 3.9 Confidential Information.
- 3.9.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within twenty (20) calendar days after oral disclosure.
- 3.9.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:
- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
 - (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
 - (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

CMRS Interconnection Agreement

(d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written consent of the source;

(e) To return promptly any copies of such Confidential Information to the source at its request; and

(f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

3.9.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protection arrangements.

3.9.4 Survival. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of five (5) years from the date of the initial disclosure of the Confidential Information.

3.10 Consent. Where consent, approval, or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed.

3.11 Dispute Resolution.

3.11.1 Alternative to Litigation. Except for recourse that may be available to either Party before the FCC or state Commission, the Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except as otherwise stated in the preceding sentence, and except for 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 alternative dispute resolution procedure with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

3.11.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by business representatives. 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 the purpose of settlement, exempt from discovery and production, which shall not be admissible in arbitration 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 admissible, be admitted in evidence in the arbitration or lawsuit.

3.11.3 Arbitration. If negotiations fail to produce an agreeable resolution within ninety (90) days, the Parties may submit to binding arbitration or they are free to pursue other legal recourse.

3.11.4 The Parties shall continue providing service to each other during the pendency of any dispute resolution procedure and the Parties shall continue to perform their obligations (including making

CMRS Interconnection Agreement

payments) in accordance with this Agreement.

- 3.12 Entire Agreement. This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 3.13 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.
- 3.14 Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis) until the delay, restriction or interference has ceased; *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.
- 3.15 Governing Law. This Agreement shall be governed by and construed in accordance with the Act, the orders of the FCC construing and implementing the Act (including, but not limited to, the First Report and Order, CC Docket No. 96-98 and 95-185, released August 8, 1996), and to the extent not inconsistent therewith, the domestic laws of the state where the Services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.
- 3.16 Headings. The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.
- 3.17 Independent Contractor Relationship. The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.
- 3.18 Liability and Indemnity.
- 3.18.1 Indemnification. Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form or action.

CMRS Interconnection Agreement

- 3.18.2 End User and Content-Related Claims. Customer agrees to release, indemnify, defend, and hold harmless Provider, its affiliates, and any third party provider or operator of facilities involved in the provision of Services or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by Customer's end users against an Indemnified Party arising from Services, unbundled network elements or facilities. Customer further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by Customer or Customer's end users, or any other act or omission of Customer or Customer's end users.
- 3.18.3 DISCLAIMER. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.
- 3.18.4 Limitation of Liability. Provider's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the Services or Facilities for the time period during which the Services or Facilities provided pursuant to this Agreement are inoperative, not to exceed in total Provider's monthly charge to Customer. Under no circumstance shall Provider be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, the Parties recognize that Provider may, from time to time, provide advice, make recommendations, or supply other analysis related to the Services or facilities described in this Agreement, and, while Provider shall use diligent efforts in this regard, Customer acknowledges and agrees that this limitation of liability shall apply to provision of such advice, recommendations, and analysis.
- 3.18.5 Intellectual Property. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
- 3.19 Most Favored Nation. If, at any time while this Agreement is in effect, Company enters into an agreement, whether through negotiations or an arbitration proceeding before the FCC or the appropriate state commission, or provides arrangements similar to those described herein to a third party under an agreement or tariff on terms different from those available under this Agreement, Sprint PCS may, upon written notice adopt any such agreement or tariff offered to the third party in place of this Agreement.

CMRS Interconnection Agreement

- 3.20 Multiple Counterparts. This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.
- 3.21 No Offer. Submission of this Agreement for examination or signature does not constitute an offer by Provider for the provision of the products or services described herein. This Agreement will be effective only upon execution and delivery by both Parties.
- 3.22 Notices. Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next Business Day following the date of transmission. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to Company: -----

If to Sprint PCS: Sprint PCS
 Attention: Legal Regulatory Department
 4900 Main (12th Floor)
 Kansas City, Missouri 64112
 Facsimile Number: (816)559-2591

- 3.24 Protection.
- 3.24.1 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").
- 3.24.2 Resolution. If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.
- 3.25 Publicity. Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services, or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both Company and Sprint PCS.

CMRS Interconnection Agreement

- 3.26 Regulatory Agency Control. This Agreement shall at all times be subject to changes, rules and regulations of the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.
- 3.27 Rule of Construction. No rule of construction requiring interpretation against the drafting party hereof shall apply in the interpretation of this Agreement.
- 3.28 Selection of References. Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.
- 3.29 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or required to be materially modified, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal or modification of that provision results, in the opinion of either Party, 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.
- 3.30 Subcontractors. Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.
- 3.31 Subsequent Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.
- 3.32 Trademarks and Trade Names. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.
- 3.33 Waiver. The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

ARTICLE IV TRANSPORT AND TERMINATION OF TRAFFIC

- 4.1 Services Covered by This Article.
- 4.1.1 Types of Services. This Article governs the transport and termination of Local Telecommunications Traffic between Company and Sprint PCS.
- 4.1.2 Services shall be provided via the Points of Interconnections (POIs) as established by Sprint PCS with non-Party LECs for the purpose of providing CMRS interconnection service. Sprint PCS' POIs for the state of ----- are identified in Appendix A.
- 4.2 Billing and Rates.

CMRS Interconnection Agreement

- 4.2.1 Rates and Charges. Customer agrees to pay to Provider the rates and charges for the Services set forth in Appendix B attached to this Agreement and made a part hereof.
- 4.2.2 Rates Based on Cost: The Parties acknowledge that the charges for transport and termination of Local Telecommunication Traffic must be based upon the costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier and that such costs are to be determined on the basis of a reasonable approximation of the additional costs of termination such calls.
- 4.2.3 Proxy for Actual Costs: If either Party is unable to support its rates for transport and termination through a cost study approved by the FCC or appropriate state Commission, the Parties agree to use the FCC or state Commission approved transport and termination rates of the predominate Regional Bell Operating Company (RBOC) in the state of ----- as the default proxy rate for reciprocal compensation under this Agreement.
- 4.2.4 Billing. The Parties shall render a bill for transport and termination services on a current basis.
- 4.3 Transport and Termination of Traffic.
- 4.3.1 Types of Traffic. The Parties shall reciprocally terminate Local Telecommunications Traffic originating on each other's networks. The Parties agree that the exchange of traffic on Company's EAS routes shall be considered as Local Telecommunications Traffic and compensation for the termination of such traffic shall be pursuant to the reciprocal compensation terms of this Agreement. An NXX assigned to Sprint PCS shall be included in any extended area calling service, optional calling scope, or similar program to the same extent as any other NXX in the same rating center. EAS routes are those exchanges within an exchange's Local Calling Area, as defined in Company's general subscriber services tariff.
- 4.3.2 Audits. Either Party may conduct an audit of the other Party's books and records, no more frequently than once per twelve (12) month period, to verify the other Party's compliance with provisions of this Article IV. Any audit shall be performed as follows: (i) following at least thirty (30) days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. Audit findings may be applied retroactively for no more than twelve (12) months from the date the audit began.
- 4.3.3 Compensation For Exchange of Traffic. The Parties shall compensate each other for the exchange of Local Telecommunications Traffic in accordance with Appendix B attached to this Agreement and made a part hereof. Traffic which is not subject to reciprocal compensation under this Agreement shall continue to be charged at the rates set forth in the applicable tariff or contract. This includes, by way of description and not by way of limitation, interMTA traffic and interstate access "roaming traffic".
- 4.4 Indirect Network Interconnection. The originating Party agrees to pay any transit charges that may be assessed by a non-Party LEC for the utilization of its transit facilities for the routing of Local Telecommunication traffic between the Parties networks. The compensation arrangement for indirect interconnection shall be subject to renegotiation on the request of either party if a non-Party LEC whose facilities or services are used in the performance of transport and termination in connection with this traffic changes the applicable rates, terms or conditions of those transit services.
- 4.5 Number Resources.

CMRS Interconnection Agreement

- 4.5.1 Number Assignment. Nothing in this Agreement shall be construed, in any manner, to limit or otherwise adversely impact Sprint PCS's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines.
- 4.5.2 Rate Centers. For purposes of appropriately applying mileage sensitive charges to its end user customers, Company will utilize Rate Centers published in the LERG for all NPA-NXX codes.
- 4.5.3 Routing Points. Sprint PCS may designate one or more routing points for each of its NPA-NXX codes. Routing points may or may not correspond with the rate centers published in the LERG.
- 4.5.4 Programming Switches. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 4.6 Fraud. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls and any other services related to this Agreement.

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

Sprint PCS

Company

By _____

By _____

Name: Al Kurtze
Title: Chief Operating Officer

Name:
Title:

Date _____

Date _____

CMRS Interconnection Agreement

APPENDIX A
SPRINT PCS POI LOCATIONS

CMRS Interconnection Agreement

APPENDIX B
RATES AND CHARGES
State of -----

TRANSPORT AND TERMINATION

Rate per terminated MOU	\$0.0
-------------------------	-------

This rate is reciprocal for traffic exchanged between Company and Sprint PCS and applies for all MOUs exchanged at any POI.

**MID-MISSOURI TELEPHONE COMPANY**

215 Roe Street
P.O. Box 38
Pilot Grove, Missouri 65276-0038
Telephone 816-834-3311

Harold A. Jones
President-Manager

E. LaVern Jones
Secretary

David L. Jones
Executive Vice President

January 15, 1998

James D. Propst
Senior-Carrier Interconnection Management
Sprint PCS
4900 Main
Kansas City, Missouri 64112
Mailstop:MOKCMM0401

Re: Your December 22, 1997 request for interconnection/reciprocal compensation.

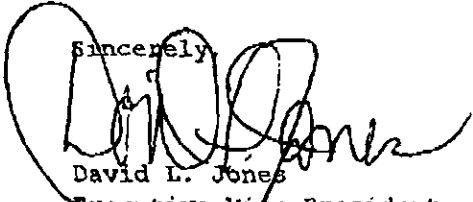
Dear Mr. Propst:

Thank you for your December 22 letter. Pursuant to the Act and FCC order, Mid-Missouri Telephone Company is willing to enter into negotiations for reciprocal compensation and interconnection with Sprint PCS. However I disagree with your view of reciprocal compensation applying to this exchange of traffic.

The current traffic configuration in Missouri falls under an access regime. SWB is originating and terminating this traffic pursuant to its role as Primary Toll Carrier (IXC). The FCC Order specified that reciprocal compensation for transport and termination of traffic was to be utilized when two carriers (LEC and a CMRS provider) collaborate to complete a call. Under the current traffic configuration three or more carriers (LEC, IXC, and CMRS) are involved.

Therefore, unless Sprint wants to establish a direct physical interconnection with Mid-Missouri, there will be no basis upon which to establish reciprocal compensation. Should Sprint PCS desire to establish a direct physical interconnection, please let me know and we can commence discussions.

Sincerely,


David L. Jones
Executive Vice President



Chen

Sprint PCS

Planning & Operations Integration
4900 Main
Kansas City, Missouri 64112
Mailstop: MOKCMM0401

February 6, 1998

Mr. David L. Jones
Executive Vice President
Mid-Missouri Telephone Co.
PO Box 38
Pilot Grove, MO 65276-0038

Re: Request for Interconnection agreement

Dear Mr. Jones:

This is in response to your letter dated January 15, 1998, regarding an interconnection and reciprocal compensation agreement between Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS") and the Mid-Missouri Telephone Company.

You indicate that you are willing to enter into negotiations for reciprocal compensation and interconnection. However, you then state that the current traffic falls under an access regime. As you know, Sprint PCS offers commercial mobile radio services (CMRS) within licensed major trading areas (MTA). The FCC has ruled that intraMTA traffic is to be considered "local" and not subject to access charges.

We reiterate that traffic between an incumbent LEC and a CMRS network that originates and terminates within the same MTA (defined based on the parties' locations at the beginning of the call) is subject to transport and termination rates under section 251(b)(5), rather than interstate or intrastate access charges. Under our existing practice, most traffic between LECs and CMRS providers is not subject to interstate access charges unless it is carried by an IXC, with the exception of certain interstate interexchange service provided by CMRS carriers, such as some "roaming" traffic that transits incumbent LECs' switching facilities, which is subject to interstate access charges.

FCC First Report and Order, Docket 96-98, Released August 8, 1996, ¶ 1043.

You have asserted that Sprint PCS is not entitled to reciprocal compensation for traffic which originates on an ILEC's network, transits the Southwestern Bell network, and terminates on the Sprint PCS network. You base this position on the existence of the

Missouri Primary Toll Carrier (PTC) Plan, which governs compensation for traditional landline intrastate intralata traffic.

The FCC has the exclusive authority to define the authorized license area (local service area) for CMRS providers. Under this authority (which was upheld by the 8th Circuit), the FCC has made it clear that CMRS traffic originating and terminating within the same MTA is "local" traffic and therefore not subject to the same rules as toll traffic. As the Eighth Circuit recently affirmed in the Iowa Utilities Board decision, the FCC has unique authority to issue rules of special concern to CMRS providers.

While Southwestern Bell may be the Primary Toll Carrier for intraLATA "toll" traffic, i.e., "an access regime", CMRS traffic originating and terminating within the same MTA is "local" traffic and therefore not subject to interstate or intrastate access charges. This position was supported by the Missouri Public Service Commission ("PSC") in its recent order approving Southwestern Bell's tariff filing to revise its Wireless Carrier Interconnection Service Tariff, Case No. TT-97-524 (the "Missouri Order"). In its order the PSC states:

"Further, the FCC held that traffic to or from a CMRS network that originates and terminates within the same Major Trading Area (MTA) is local traffic, and is subject to transport and termination rates under Section 251(b)(5), rather than interstate or intrastate access charges. Interconnection Order at ¶¶ 1035, 1036."

Sprint PCS disagrees with your contention that a "direct physical interconnection" is necessary as a basis to establish reciprocal compensation. As you know, the 1996 Telecommunications Act imposes upon all telecommunications carriers a duty to interconnect "directly or indirectly" with the facilities and equipment of other telecommunications carriers. 47 U.S.C. § 251(a)(1). Sprint PCS is interconnected with your company's network because calls can pass between our companies. Because there is no direct interconnection between our companies, this is clearly "indirect interconnection" as contemplated by the Act and the FCC.

The FCC regulations clearly contemplate compensation agreements for such indirect traffic. For example, the FCC rules governing interconnection obligations provides that, "an incumbent LEC shall provide, on terms and conditions that are just, reasonable, and nondiscriminatory in accordance with the requirements of this part, any technically feasible method of obtaining interconnection or access to unbundled network elements at a particular point upon request by a telecommunications carrier." 47 C.F.R. § 51.321(a). One of the specifically identified technically feasible methods of obtaining interconnection is meet point interconnection arrangements. 47 C.F.R. § 51.321(b)(2).

In addition, the FCC requires that the incumbent LECs provide requesting telecommunications carriers the use of the features, functionality and capabilities of interoffice transmission facilities shared by more than one customer or carrier. Interoffice transmission facilities are defined as transmission facilities "that provide

telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers." 47 C.F.R. § 51.319 (d)(1).

The Missouri PSC clearly contemplates that our companies will now negotiate interconnection agreements which govern the indirect exchange of traffic. As noted in the Missouri Order:

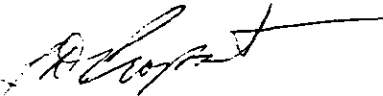
"The Act requires all telecommunications carriers to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers. § 251(a). All LECs have the additional duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications. § 251(b)(5)....

The Commission finds that SWBT's desire to provide solely a transport function is consistent with the FCC's determination. Thus, the Commission finds that SWBT should be permitted to realign its business relationship with wireless carriers by replacing its offer of end-to-end termination service with a transport service instead...."

Missouri Order, pp.13, 18.

If your company is willing to negotiate an agreement which is based upon the principles of mutual compensation and rates other than intralata access charges, I believe we can reach some form of agreement. Please let me know by February 16, 1998, whether you are willing to accept these rules as a starting point for negotiation.

Sincerely,



James D. Propst
Senior- Carrier Interconnection Management



MID-MISSOURI TELEPHONE COMPANY

215 Roe Street
P.O. Box 38
Pilot Grove, Missouri 65276-0038
Telephone 816-834-3311

Harold A. Jones
President-Manager

E. LaVern Jones
Secretary

David L. Jones
Executive Vice President

February 9, 1998

James D. Propst
Senior-Carrier Interconnection Management
Sprint PCS
4900 Main
Kansas City, Missouri 64112
Mailstop:MOKCMM0401

Re: February 6th 1998 letter regarding interconnection/reciprocal compensation.

Dear Mr. Propst:

In response to your February 6th 1998 letter, Mid-Missouri is willing to enter into a reciprocal compensation/interconnection arrangement with Sprint PCS. However we believe that facilities are required. In its order the FCC indicated reciprocal compensation applied when two carriers interconnect for the mutual delivery of traffic. When three carriers collaborate to complete a call as is the current arraignment access is the appropriate mechanism. Currently Mid-Missouri Telephone Company delivers traffic to Southwestern Bell, AT&T, MCI, Sprint, and several other IXC carriers via dedicated facilities. Each of these carriers have provisioned facilities using either a lease or contract (PTC contract) to our tandem switch. Currently Sprint PCS has no facilities which Mid-Missouri Telephone Company can use to deliver this traffic. Today we are treating these calls as PTC intraLATA long distance and routing them to Southwestern Bell. Mid-Missouri Telephone Company is certainly willing to enter into an interconnection and reciprocal compensation agreement with Sprint PCS including facilities used for this exchange of traffic. Mid-Missouri Telephone Company is not in the position of being able to confiscate facilities provisioned by other carriers to deliver and route local traffic to Sprint PCS.

Sincerely,


David L. Jones

Executive Vice President

Schedule JP 8

WIRELESS INTERCONNECTION AGREEMENT - MISSOURI

This Agreement is made effective on the 15th day of August, 1998, between TDS TELECOMMUNICATIONS CORPORATION, a Delaware Corporation ("TDS"), and Sprint Spectrum L.P., a Delaware Limited Partnership ("Sprint PCS").

TDS is a local exchange carrier acting through its subsidiary telephone companies in Missouri. Sprint PCS is a commercial mobile radio service carrier operating in Missouri. TDS and Sprint PCS desire to interconnect on an indirect basis for the purpose of exchanging traffic between the parties' customers.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

SECTION I SCOPE OF AGREEMENT

This Agreement shall cover local interconnection arrangements and reciprocal compensation for the exchange of local telecommunication traffic between Sprint PCS' network in Missouri and TDS' network in Missouri. The exchange of non-local telecommunication traffic between other portions of TDS' network and Sprint PCS' network will be accomplished using the existing toll telephone network. The designations "local" and "non-local" telecommunication traffic shall be as defined by federal law for the purpose of the exchange of wireless traffic, specifically local traffic for reciprocal compensation purposes is that traffic which originates and terminates within the same MTA, regardless of any charges the originating party may assess its end users.

SECTION II TRAFFIC EXCHANGE

The default point of interconnection shall be at an appropriate access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which that party originates. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party. Each party shall bill the other for calls which the billing party terminates to its own customers and which were originated by the billed party. Applicable charges are shown on the attached pricing schedule, Appendix A, which is incorporated by reference. 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 effective date of the statement. The billed party shall pay a late charge on any undisputed charges which are not paid within the thirty (30) day period. The rate of the late charge shall be the lesser of 1.5% per month and the maximum amount allowed by law. The billed party shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. Neither party shall bill the other for traffic that is more than 90 days old.

SECTION III INDEPENDENT CONTRACTORS

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 IV LIABILITY

A.

Neither party nor any of their 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 omissions, wrongful acts or negligence of the indemnified party.

B.

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.

C.

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 V TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall terminate two (2) years 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 by giving the other party ninety (90) day's written notice of the desire not to renew.

SECTION VI 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 VII GOVERNING LAW, FORUM AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed under by the laws and regulations of the State of Missouri. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Missouri.

SECTION VIII ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in a writing signed by both parties. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties.

**SECTION IX
NOTICE**

Notices, bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of Sprint PCS to:

Sprint PCS
Legal / Regulatory
12th Floor
4900 Main Street
Kansas City, MO 64112

and in the case of TDS to:

TDS Telecom
Wholesale Markets Group
P. O. Box 22995
Knoxville, TN 37933-0995
Attn: Director- Carrier Relations

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

**SECTION X
MISCELLANEOUS**

This Agreement is made pursuant to 47 U.S.C. 332 and is not an interconnection agreement under 47 USC 251 (c). The parties acknowledge that TDS may be entitled to a rural exemption as provided by 47 USC 251 (f) and TDS does not waive such exemption.

SPRINT SPECTRUM L.P.

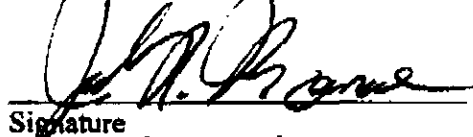

Signature

8/13/98
Date

A. A. KURTZE
Printed Name

C. O. O.
Title

TDS TELECOMMUNICATIONS


Signature

8/17/98
Date

John R. Monroe
Printed Name

Director- Carrier Relations
Title

Appendix A - Pricing**TDS TELECOM Wireless Interconnection - Missouri**

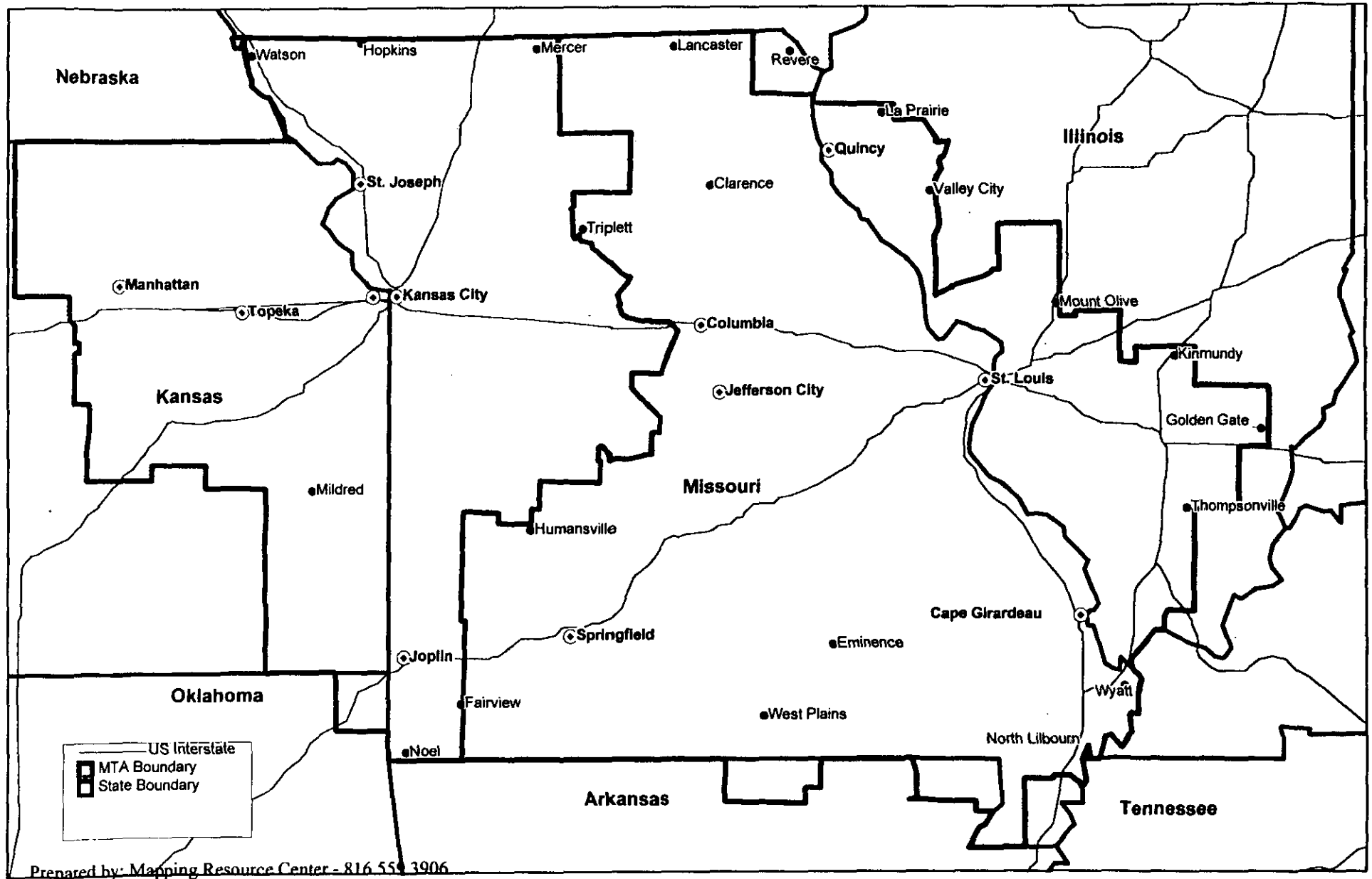
Rates Based on Cost: The Parties acknowledge that the charges for transport and termination of local telecommunication traffic must be based upon the costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier.

Transport and Termination of All Local Traffic:

<u>OCN</u>	<u>Company</u>	<u>\$/MOU</u>
1934	Orchard Farm	0.019655
1928	New London	0.019540
1951	Stoutland	0.014760

Transport and Termination of Non-local Traffic: per Applicable Tariffs

Kansas City - St. Louis MTAs



**SPRINT PCS™**

Carrier Interconnect / E911
11300 Corporate Ave. #1035
Lenexa, KS 66219

September 2, 1999

Mr. David Jones, Vice President
Mid-Missouri Telephone Company
215 Roe Street
Pilot Grove, MO 65276

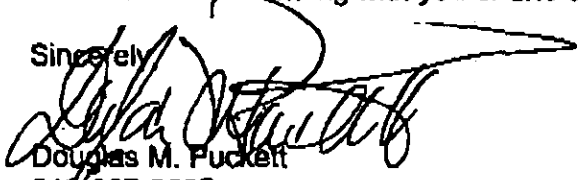
Dear Mr. Jones,

In July of this year, Sprint PCS received Invoice #0001388 for switched access. Since Sprint PCS does not have an agreement in place with Mid-Missouri Telephone Company and because Mid-Missouri has no applicable CMRS tariff in Missouri, this invoice cannot be verified.

Sprint PCS would like to propose either a bill and keep arrangement or an indirect interconnection agreement. I am enclosing a suggested agreement for either arrangement. If we set up indirect we would entertain a fair and equitable rate.

I look forward to working with you or one of your colleagues.

Sincerely,



Douglas M. Puckett
913-307-3037
FAX: 913-307-3001

**SPRINT PCSSM**

Carrier Interconnection / E911 Management
11300 Corporate Ave. #1035
Lenexa, KS 66219

August 23, 1999

Bill Biere
General Manager
Chariton Valley Telephone Corp.
P.O. Box 470
Bucklin, MO 64631

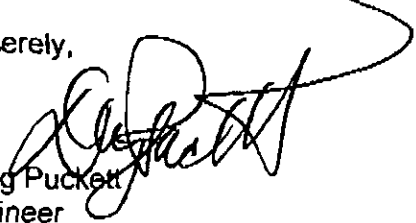
Dear Mr. Biere:

I work in the Carrier Interconnection Management group within Sprint PCS and am contacting you concerning a recent invoice our billing department has received for switched access service between Sprint PCS and Chariton Valley Telephone Corp., Invoice #1113FGD1864-99091 for the amount of \$877.03. Since Sprint PCS does not have an agreement in place with Chariton Valley Telephone Corp. and because Chariton Valley Telephone Corp. has no applicable CMRS tariff, this invoice cannot be verified.

As you may recall, the Sprint PCS Carrier Interconnection Management group, Jim Propst, attempted to establish a reciprocal compensation arrangement with Chariton Valley Telephone Corp. on several previous occasions. By letters dated August 14, 1997 and November 12, 1997, Sprint PCS proposed a bill and keep arrangement or an indirect interconnection agreement.

Sprint PCS would be happy to discuss an appropriate compensation arrangement with your company. Please let me know if Chariton Valley Telephone Corp. would like to reopen negotiations on this subject. I am including a copy of an Indirect Interconnection agreement and a ~~Transport and Termination~~ (bill and keep).

Sincerely,



Doug Puckett
Engineer
913-307-3037
FAX: 913-307-3001

Schedule JP 12



MID-MISSOURI TELEPHONE COMPANY

215 Roe Street
P.O. Box 38
Pilot Grove, Missouri 65276-0038
Telephone 660-834-3311

Harold A. Jones
President-Manager

E. LaVern Jones
Secretary

David L. Jones
Executive Vice President

September 13, 1999

Mr. Douglas M. Puckett
National Network Engineering
Carrier Interconnection
Sprint PCS
11300 Corporate Avenue #1035
Lenexa, KS 66219

Re: Letter dated September 2, 1999

Dear Mr. Puckett:

The invoices sent Sprint PCS were forwarded pursuant to Missouri Public Service Commission order dated December 23, 1997, PSC case Report and Order TT-97-524. Whether this traffic terminated was handed off to Southwestern Bell Telephone Company pursuant to wireless interconnection tariff or pursuant to interconnection agreement, it is your responsibility to pay for this traffic.

You have indicated in your letter that "Sprint PCS would like to propose either a bill and keep arrangement or an indirect interconnection agreement." Mid-Missouri Telephone Company is not a long distance carrier. All traffic originating, or terminating, in our exchanges is carried by various inter-exchange carriers such as AT&T, Sprint, MCI, and others. I have attached a previous letter dated February 9, 1998 to James D. Propst, Senior-Carrier Interconnection Management, which sets forth Mid-Missouri Telephone Company's position regarding this issue.

Mid-Missouri Telephone Co. again requests that you pay the invoices sent. If you do not, Mid-Missouri Telephone Co. will avail itself of any and all remedies available by tariff or by law. Should you have questions, please contact myself at 660-834-7000.

Sincerely,


David L. Jones
Executive Vice President

CC: Craig Johnson

ENCLOSURE :

received
9-15-99

Schedule JP 13

COPY

FILE



MID-MISSOURI TELEPHONE COMPANY

215 Roe Street
P.O. Box 38
Pilot Grove, Missouri 65276-0038
Telephone 816-834-3311

Harold A. Jones
President-Manager

E. LaVern Jones
Secretary

David L. Jones
Executive Vice President

February 9, 1998

James D. Propst
Senior-Carrier Interconnection Management
Sprint PCS
4900 Main
Kansas City, Missouri 64112
Mailstop:MOKCMM0401

Re: February 6th 1998 letter regarding interconnection/reciprocal compensation.

Dear Mr. Propst:

In response to your February 6th 1998 letter, Mid-Missouri is willing to enter into a reciprocal compensation/interconnection arraignment with Sprint PCS. However we believe that facilities are required. In its order the FCC indicated reciprocal compensation applied when two carriers interconnect for the mutual delivery of traffic. When three carriers collaborate to complete a call as is the current arraignment access is the appropriate mechanism. Currently Mid-Missouri Telephone Company delivers traffic to Southwestern Bell, AT&T, MCI, Sprint, and several other IXC carriers via dedicated facilities. Each of these carriers have provisioned facilities using either a lease or contract (PTC contract) to our tandem switch. Currently Sprint PCS has no facilities which Mid-Missouri Telephone Company can use to deliver this traffic. Today we are treating these calls as PTC intraLATA long distance and routing them to Southwestern Bell. Mid-Missouri Telephone Company is certainly willing to enter into an interconnection and reciprocal compensation agreement with Sprint PCS including facilities used for this exchange of traffic. Mid-Missouri Telephone Company is not in the position of being able to confiscate facilities provisioned by other carriers to deliver and route local traffic to Sprint PCS.

Sincerely,


David L. Jones
Executive Vice President