

LAW OFFICES  
**BRYDON, SWEARENGEN & ENGLAND**

PROFESSIONAL CORPORATION

DAVID V.G. BRYDON, Retired  
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WILLIAM R. ENGLAND, III  
JOHNNY K. RICHARDSON  
GARY W. DUFFY  
PAUL A. BOUDREAU  
CHARLES E. SMARR  
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JAMIE J. COX  
L. RUSSELL MITTEN  
ERIN L. WISEMAN  
JOHN D. BORGMAYER

COUNSEL  
GREGORY C. MITCHELL

January 27, 2011

**VIA EMAIL & FEDERAL EXPRESS**

**JAN 28 2011**

Mr. John Marks  
General Counsel  
Halo Wireless  
3437 W. 7<sup>th</sup> Street, Suite 127  
Forth Worth, TX 76107

Re: Request for Interconnection & Compensation Arrangement

Dear Mr. Marks:

Our firm represents the following Local Exchange Company (LEC) in the state of Missouri.

Rock Port Telephone Company (Rock Port)

Rock Port has recently received billing records from its tandem provider, AT&T Missouri, indicating that Halo Wireless (Halo) is sending traffic through the AT&T tandems in Missouri, over the LEC-to-LEC (or Feature Group C) network for ultimate termination to customers served by Rock Port. Currently, Halo has no agreement with Rock Port to terminate this traffic.

Accordingly, Rock Port requests that Halo Wireless begin negotiations, pursuant to Section 251 of the Telecommunications Act, to establish appropriate interconnection arrangements (including reciprocal compensation) for the intraMTA wireless traffic that Halo Wireless is terminating to it.

Page 2 of 2  
January 27, 2011

Please acknowledge receipt of this letter and indicate Halo's willingness to begin negotiations towards an interconnection agreement for the exchange of, and compensation for, intraMTA wireless traffic. I look forward to hearing from you.

Sincerely,

W.R. ENGLAND III *by B1M*

W.R. England, III

WRE/da

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GREGORY C. MITCHELL

February 17, 2011

**VIA EMAIL & FEDERAL EXPRESS**

Mr. John Marks  
General Counsel  
Halo Wireless  
3437 W. 7<sup>th</sup> Street, Suite 127  
Forth Worth, TX 76107

Re: Request for Interconnection & Compensation Arrangements

Dear Mr. Marks:

Previously we have sent you requests on behalf of the following Local Exchange Companies (LECs) to begin negotiations with Halo Wireless (Halo) toward an Interconnection Agreement pursuant to Section 251 of the Telecommunications Act of 1996:

Citizens Telephone Company  
Green Hills Telephone Corporation  
Green Hills Telecommunication Services

**Letter Sent**  
December 30, 2010

Goodman Telephone Company  
Granby Telephone Company  
Grand River Mutual Telephone Corporation  
Lathrop Telephone Company  
McDonald County Telephone Company  
Oregon Farmers Mutual Telephone Company  
Ozark Telephone Company  
Seneca Telephone Company

January 26, 2011

Rock Port Telephone Company

January 27, 2011

In addition to the above, several other LECs that we represent have recently received billing records from their tandem provider, AT&T Missouri, indicating that Halo is sending traffic to the AT&T tandems in Missouri over the LEC-to-LEC (or Feature Group C) network for ultimate termination to customers served by these LECs. Currently, Halo has no agreement with any of these LECs to terminate this traffic.

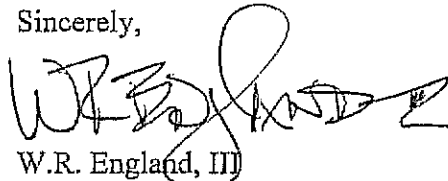
Accordingly, the following LECs request that Halo begin negotiations, pursuant to Section 251 of the Telecommunications Act, to establish appropriate interconnection agreements (including reciprocal compensation) for the local (i.e., intraMTA) wireless traffic that Halo Wireless is terminating to them.

Ellington Telephone Company  
Farber Telephone Company  
Fidelity Telephone Company  
Fidelity Communications Services I  
Fidelity Communications Services II  
Holway Telephone Company  
Iamo Telephone Corporation  
Kingdom Telephone Company  
KLM Telephone Company  
Le-Ru Telephone Company  
Mark Twain Rural Telephone Company  
Mark Twain Communications Company  
New Florence Telephone Company  
Steelville Telephone Exchange, Inc.

In response to our earlier correspondence, you have questioned the procedures that these LECs are pursuing to request negotiations. Accordingly, let me make it clear that these LECs seek to initiate negotiations toward an interconnection agreement pursuant to Sections 251 and 252, as envisioned by the FCC in its 2005 T-Mobile decision. Therefore, if voluntary negotiations are unsuccessful, these LECs are willing to submit to arbitration before the Missouri Public Service Commission.

Accordingly, please acknowledge receipt of this letter and indicate Halo Wireless' willingness to begin negotiations towards an interconnection agreement for the exchange of, and compensation for, local (intraMTA) wireless traffic. I look forward to hearing from you.

Sincerely,



W.R. England, III

WRE/da

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COUNSEL  
GREGORY C. MITCHELL

February 25, 2011

**VIA EMAIL & FEDERAL EXPRESS**

**MAR - 1 2011**

Mr. John Marks  
General Counsel  
Halo Wireless  
3437 W. 7<sup>th</sup> Street, Suite 127  
Forth Worth, TX 76107

Re: Request for Interconnection & Compensation Arrangements

Dear Mr. Marks:

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Citizens Telephone Company  
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Green Hills Telecommunication Services

**Letter Sent**  
December 30, 2010

Goodman Telephone Company  
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Rock Port Telephone Company

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Ellington Telephone Company  
Farber Telephone Company  
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Iamo Telephone Corporation  
Kingdom Telephone Company  
KLM Telephone Company  
Le-Ru Telephone Company  
Mark Twain Rural Telephone Company  
Mark Twain Communications Company  
New Florence Telephone Company  
Steelville Telephone Exchange, Inc.

February 17, 2011

In addition to the above, several other LECs that we represent have recently received billing records from their tandem provider, AT&T Missouri, indicating that Halo is sending traffic to the AT&T tandems in Missouri over the LEC-to-LEC (or Feature Group C) network for ultimate termination to customers served by these LECs. Currently, Halo has no agreement with any of these LECs to terminate this traffic.

Accordingly, the following LECs request that Halo begin negotiations, pursuant to Section 251 of the Telecommunications Act, to establish appropriate interconnection agreements (including reciprocal compensation) for the local (i.e., intraMTA) wireless traffic that Halo Wireless is terminating to them.

BPS Telephone Company  
Craw-Kan Telephone Cooperative, Inc.  
Miller Telephone Company  
New London Telephone Company  
Orchard Farm Telephone Company  
Peace Valley Telephone Company, Inc.  
Stoutland Telephone Company

In response to our earlier correspondence, you have questioned the procedures that these LECs are pursuing to request negotiations. Accordingly, let me make it clear that these LECs seek to initiate negotiations toward an interconnection agreement pursuant to Sections 251 and 252, as envisioned by the FCC in its 2005 T-Mobile decision. Therefore, if voluntary negotiations are unsuccessful, these LECs are willing to submit to arbitration before the Missouri Public Service Commission.

Page 3 of 3  
February 25, 2011

Accordingly, please acknowledge receipt of this letter and indicate Halo Wireless' willingness to begin negotiations towards an interconnection agreement for the exchange of, and compensation for, local (intraMTA) wireless traffic. I look forward to hearing from you.

Sincerely,

WRENGLAND III by BTM

W.R. England, III

WRE/da

**Summary Approved Traffic Termination Agreements  
between Rock Port and CMRS Providers**

<b>LEC</b>	<b>CMRS Provider</b>	<b>Docket #</b>	<b>IntraMTA Rate</b>	<b>Effective Date</b>
Rock Port	Verizon	IK-2003-0259	0.035	1/21/2003
Rock Port	US Cellular	TO-2006-0251	0.035	11/29/2005
Rock Port	Northwest MO Cellular	TK-2007-0346	0.0273	3/1/2007
Rock Port	Dobson	TK-2007-0231	0.0273	10/1/2006
Rock Port	Cingular	TK-2006-0531	0.0273	4/29/2005
Rock Port	T-Mobile	TK-2006-0543	0.0273	4/29/2005
Rock Port	Sprint	TK-2007-0248	0.0273	10/30/2006
Rock Port	ALLTEL	TK-2007-0115	0.0273	4/29/2005

-----Original Message-----

From: Trip England

Sent: Friday, March 11, 2011 1:35 PM

To: 'jmarks@halowireless.com'

Subject: Summary of RLEC Agreements with Cingular and T-Mobile

Attached per our telephone discussion is a summary of indirect interconnection Traffic Termination Agreements between our Missouri rural local exchange carrier (RLEC) clients and Cingular and/or T-Mobile. This summary was compiled some time ago, and we have not reviewed it recently. Of course, the executed agreements will control if there is any difference between this summary and the actual agreements.

Also enclosed are copies of the Agreements between Citizens Telephone Company and Cingular and T-Mobile. With the exception of the rates, traffic factors and the provision for transit traffic to Alma Telephone Company, the terms and conditions of these agreements are very similar, if not identical, to those with the other RLECs listed on the summary.

Trip

**Summary of Indirect Interconnection Traffic Termination Agreements  
between Missouri Small Rural LECs and Cingular/T-Mobile**

LEC	CMRS Provider	Docket #	IntraMTA Rate	Traffic Factor	InterMTA Factor
BPS	Cingular	TK-2006-0513	0.0093	76/24% (MTL/LTM)	32%
BPS	T-Mobile	TK-2006-0503	0.0093	84/16% (MTL/LTM)	52%
Citizens	Cingular	TK-2006-0520	0.0073 Transit Rate 0.01	89/11% (MTL/LTM)	0%
Citizens	T-Mobile	TK-2006-0505	0.0073	84/16% (MTL/LTM)	0%
Craw Kan	Cingular	TK-2007-0464	0.0257	79/21% (MTL/LTM)	7%
Craw Kan	T-Mobile	TK-2006-0508	0.0257	84/16% (MTL/LTM)	7%
Ellington	Cingular	TK-2006-0521	0.0277	82/18% (MTL/LTM)	0%
Ellington	T-Mobile	TK-2006-0507	0.0277	84/16% (MTL/LTM)	0%
Farber	Cingular	TK-2006-0522	0.018	86/14% (MTL/LTM)	0%
Farber	T-Mobile	TK-2006-0545	0.018	84/16% (MTL/LTM)	0%
Fidelity	Cingular	TO-2004-0445	0.035	90/10% (MTL/LTM)	None
Fidelity I (CLEC)	Cingular	TO-2004-0446	0.035	90/10% (MTL/LTM)	None
Fidelity II (CLEC)	Cingular	TO-2004-0447	0.035	90/10% (MTL/LTM)	None
Goodman	Cingular	TK-2007-0014	0.0168	78/22% (MTL/LTM)	0%
Goodman	T-Mobile	TO-2007-0224	0.0168	84/16% (MTL/LTM)	0%
Granby	Cingular	TK-2007-0011	0.0054	84/16% (MTL/LTM)	0%
Granby	T-Mobile	TK-2006-0508	0.0054	84/16% (MTL/LTM)	0%
Grand River	Cingular	TK-2006-0523	0.0209	84/16% (MTL/LTM)	0%
Grand River	T-Mobile	TK-2006-0509	0.0209	84/16% (MTL/LTM)	0%
Green Hills	Cingular	TK-2006-0514	0.0269	87/13% (MTL/LTM)	0%
Green Hills	T-Mobile	TK-2006-0510	0.0269	84/16% (MTL/LTM)	0%
Green Hills (CLEC)	T-Mobile		Confidential	Confidential	Confidential
Holway	Cingular	TK-2006-0525	0.0383	90/10% (MTL/LTM)	0%
Holway	T-Mobile	TK-2006-0511	0.0383	84/16% (MTL/LTM)	0%
Iamo	Cingular	TK-2006-0526	0.041	88/12% (MTL/LTM)	0%
Iamo	T-Mobile	TK-2006-0512	0.041	84/16% (MTL/LTM)	0%
Kingdom	Cingular	TK-2006-0515	0.023	73/27% (MTL/LTM)	0%
Kingdom	T-Mobile	TK-2006-0534	0.023	84/16% (MTL/LTM)	0%
KLM	Cingular	TK-2006-0527	0.0212	87/13% (MTL/LTM)	0%
KLM	T-Mobile	TK-2006-0535	0.0212	84/16% (MTL/LTM)	0%
Lathrop	Cingular	TK-2006-0528	0.0069	72/28% (MTL/LTM)	0%

Lathrop	T-Mobile	TK-2006-0536	0.0069	84/16% (MTL/LTM)	0%
Le-Ru	Cingular	TK-2006-0529	0.0166	78/22% (MTL/LTM)	0%
Le-Ru	T-Mobile	TK-2006-0537	0.0166	84/16% (MTL/LTM)	0%
Mark Twain Rural	Cingular	TK-2007-0463	0.0289	90/10% (MTL/LTM)	32%
Mark Twain Rural	T-Mobile	TK-2006-0538	0.0289	84/16% (MTL/LTM)	70%
Mark Twain (CLEC)	T-Mobile		Confidential	Confidential	Confidential
McDonald County	Cingular	TK-2006-0517	0.0083	80/20% (MTL/LTM)	0%
McDonald County	T-Mobile	TK-2007-0009	0.0083	84/16% (MTL/LTM)	0%
Miller	Cingular	TK-2006-0518	0.0072	80/20% (MTL/LTM)	0%
Miller	T-Mobile	TK-2006-0546	0.0072	84/16% (MTL/LTM)	0%
New Florence	Cingular	TK-2006-0519	0.0079	82/18% (MTL/LTM)	2%
New Florence	T-Mobile	TK-2006-0539	0.0079	84/16% (MTL/LTM)	2%
New London	Cingular	TK-2006-0154	0.01954	None	0%
New London	T-Mobile	TO-2006-0324	0.0175	65/35% (MTL/LTM)	2%
Orchard Farm	Cingular	TK-2006-0154	0.019855	None	0%
Orchard Farm	T-Mobile	TO-2006-0324	0.0175	65/35% (MTL/LTM)	0%
Oregon Farmers	Cingular	TK-2007-0012	0.0108	85/15% (MTL/LTM)	0%
Oregon Farmers	T-Mobile	TK-2006-0540	0.0108	84/16% (MTL/LTM)	0%
Ozark	Cingular	TK-2006-0532	0.0179	85/15% (MTL/LTM)	0%
Ozark	T-Mobile	TO-2007-0223	0.0179	84/16% (MTL/LTM)	0%
Peace Valley	Cingular	TK-2006-0530	0.0166	91/9% (MTL/LTM)	0%
Peace Valley	T-Mobile	TK-2006-0542	0.0166	84/16% (MTL/LTM)	0%
Rock Port	Cingular	TK-2006-0531	0.0273	78/22% (MTL/LTM)	0%
Rock Port	T-Mobile	TK-2006-0543	0.0273	84/16% (MTL/LTM)	0%
Seneca	Cingular	TK-2006-0533	0.0073	80/20% (MTL/LTM)	0%
Seneca	T-Mobile	TO-2007-0225	0.0073	84/16% (MTL/LTM)	0%
Steelville	Cingular	TK-2007-0013	0.0095	77/23% (MTL/LTM)	0%
Steelville	T-Mobile	TK-2006-0544	0.0095	84/16% (MTL/LTM)	0%
Stoutland	Cingular	TK-2006-0154	0.01476	None	0%
Stoutland	T-Mobile	TO-2006-0324	0.0175	65/35% (MTL/LTM)	2%

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COUNSEL  
GREGORY C. MITCHELL

March 9, 2012

**VIA EMAIL & CERTIFIED MAIL**

Mr. Russell Wiseman  
President  
Halo Wireless  
2351 West Northwest Hwy., Suite 1204  
Dallas, TX 75220

**Re: Blocking of Terminating Traffic from Halo Wireless, Inc.  
Rock Port Telephone Company**

Dear Mr. Wiseman:

This notice to commence blocking the telecommunications traffic that Halo Wireless, Inc. (Halo) is terminating to Rock Port Telephone Company (Rock Port) is made pursuant to the Missouri Public Service Commission (MoPSC) Enhanced Record Exchange (ERE) Rule, 4 CSR 240, Chapter 29. Under the ERE Rule, a terminating carrier may request that the tandem carrier (in this case, AT&T Missouri) block the traffic of an originating carrier and/or traffic aggregator that has failed to fully compensate the terminating carrier for terminating compensable traffic. In addition, the MoPSC's ERE rules provide that "InterLATA Wireline Telecommunications traffic shall not be transmitted over the LEC-to-LEC network . . . ." A review of Halo's traffic reveals that a significant amount of traffic terminating from Halo is InterLATA wireline originated traffic. Also, the MoPSC's ERE rules require the originating carrier to deliver originating caller identification with each call. A review of Halo's traffic reveals that a majority, if not all, of traffic terminating from Halo lacks the correct originating caller identification.

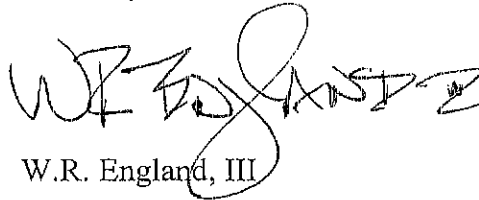
**Reasons for Blocking:** Halo Wireless has failed to fully compensate Rock Port for the traffic Halo is terminating to it after Halo's filing for Bankruptcy protection (post-bankruptcy traffic) in violation of 4 CSR 240-29.130(2); Halo is transmitting InterLATA wireline telecommunications traffic over the LEC-to-LEC network in violation of 4 CSR 240-29.010(1); and/or Halo is failing to deliver correct originating caller identification with each call it is terminating to Rock Port in violation of 4 CSR 240-29.130(2).

**Date for Blocking to Begin:** April 12, 2012.

**Actions Necessary to Prevent Blocking.** In order for Halo Wireless to avoid having its traffic blocked on the LEC-to-LEC Network beginning on April 12, 2012, Halo must: 1) compensate Rock Port for the post-bankruptcy traffic Halo is terminating to Rock Port at the appropriate access rate for interexchange traffic (including interMTA wireless traffic) and the reciprocal compensation rate for intraMTA wireless traffic; 2) immediately cease and desist from transmitting InterLATA wireline telecommunications traffic over the LEC-to-LEC network that terminates to Rock Port; and 3) immediately begin providing correct originating caller identification information for each call Halo terminates to Rock Port. These actions must be taken on or before April 10, 2012. Alternatively, Halo can use other means to terminate its traffic (other than the Missouri LEC-to-LEC network) or file a formal complaint with the MoPSC as permitted by 4 CSR 240-29.130(9).

**Contact Person for Further Information.** Rock Port has designated W.R. England, III and Brian McCartney as contact persons for further correspondence or information regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "W.R. England, III". The signature is stylized with a large, looping "W" and a long, sweeping "E".

W.R. England, III

WRE/da

cc: Mr. John VanEschen, Missouri Public Service Commission (via email)  
Mr. Leo Bub, AT&T Missouri (via email)

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March 9, 2012

**VIA EMAIL & CERTIFIED MAIL**

Mr. Leo Bub  
AT&T Missouri  
One Bell Center, Room 3520  
St. Louis, MO 63101

**Re: Blocking of Terminating Traffic from Halo Wireless, Inc.**  
**- Rock Port Telephone Company**

Dear Leo:

I am writing on behalf of Rock Port Telephone Company to request the assistance of AT&T Missouri (AT&T) in blocking traffic from Halo Wireless, Inc. (Halo) OCN 429F, as Halo has failed to: 1) compensate Rock Port for traffic Halo is terminating to it after Halo's filing for bankruptcy protection (post-bankruptcy traffic) and 2) comply with the Missouri Public Service Commission's (MoPSC) Enhanced Record Exchange (ERE) rules by (a) transmitting InterLATA wireline telecommunications traffic over the LEC-to-LEC network and/or (b) failing to provide, or altering, originating caller identification for this traffic.

As you are aware, terminating carriers, such as Rock Port, may request the tandem carrier, in this case AT&T, to block traffic over the LEC-to-LEC network where the originating carrier: 1) has failed to fully compensate the terminating carrier for terminating compensable traffic (*see* 4 CSR 240-29.130(2)); 2) is transmitting InterLATA wireline telecommunications over the LEC-to-LEC network in violation of 4 CSR 240-29.010(1); and/or 3) is failing to deliver the correct originating caller identification in violation of 4 CSR 240-29.130(2).


Therefore, Rock Port requests that AT&T take the necessary steps to block Halo's traffic from terminating over the LEC-to-LEC network to the following exchanges and telephone (NPA/NXX) or local routing numbers:

Company Name	Exchange(s)	Local Routing Number or NPA NXX
Rock Port Telephone Company	Rock Port	660-744
	Watson	660-993
	Hamburg	660-389

Rock Port requests that AT&T implement blocking of Halo traffic on April 12, 2012. Please let me know whether AT&T will be able to block traffic on the date requested. If you have any questions regarding this request or require additional information, please contact me at your earliest convenience.

Thank you in advance for your attention to and cooperation in this matter.

Sincerely,



W.R. England, III

WRE/da

cc: Mr. Russell Wiseman (via email and certified mail)  
Mr. John VanEschen (via email)