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Windstream Communications
4001 Rodney Parham Road
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Little Rock, AR 72212
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FILED
April 27, 2010
Data Center
Missouri Public
Service Commission

March 25, 2010

Robert Williams
Chairman
Northwest Missouri Cellular Limited Partnership
1218 S. Main
Maryville, Missouri 64468

RE: Agreement of adoption of an approved interconnection agreement pursuant to 47 U.S.C. 252(i).

Dear Mr. Williams:

Windstream Missouri, Inc. ("Windstream") has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Northwest Missouri Cellular Limited Partnership ("Northwest Missouri") wishes to adopt the terms of the Interconnection Agreement between Windstream Missouri, Inc. f/k/a ALLTEL Missouri, Inc. ("Windstream") and Verizon Wireless ("Verizon") that was approved by the Missouri Public Service Commission as an effective Agreement (the "Terms") in the state of Missouri, Case No. TK-2006-0004 on August 20, 2005. This letter shall confirm that you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. Northwest Missouri adopts the Terms of the Verizon agreement for Interconnection with Windstream and in applying the Terms, agrees that Northwest Missouri shall be substituted in place of Verizon in the Terms wherever appropriate.
2. Northwest Missouri requests that notices to Northwest Missouri as may be required under the Terms shall be provided as follows:

Legal Notices:

To: Roger Bundridge
1218 S. Main
Maryville, Missouri 64468
Telephone: 660-582-3334
Fax: 660-582-3380
Email: roger@nwmcell.com

Interconnection Agreement Notices:

To: Roger Bundridge
1218 S. Main
Maryville, Missouri 64468
Telephone: 660-582-3334
Fax: 660-582-3380
Email: roger@nwmcell.com

Tax Notices:

To: Roger Bundridge
1218 S. Main
Maryville, Missouri 64468
Telephone: 660-582-3334
Fax: 660-582-3380
Email: roger@nwmcell.com

Network Traffic Management Issues:

To: Telephone: 660-582-3334
Fax: 660-582-3380

3. Windstream requests that notice to Windstream as may be required under the Terms shall be provided as follows:

Legal Notices:

To: Windstream Communications
Attn: Legal Department
4001 Rodney Parham Road
Mailstop: 1170 B1F3-53A
Little Rock, Arkansas 72212

Interconnection Agreement Notices:

To: Windstream Communications
Attn: Staff Manager – Interconnection Services
4001 Rodney Parham Road
Mailstop: 1170 B1F2-1212A
Little Rock, Arkansas 72212

Tax Notices:

To: Windstream Communications
Attn: Director State and Local Taxes
4001 Rodney Parham Road
Mailstop: 1170 B1F3-70A
Little Rock, AR 72212

Copy to:

Windstream Communications
Attn: Staff Manager – Interconnection Services
4001 Rodney Parham Road
Mailstop: 1170 B1F2-1212A
Little Rock, Arkansas 72212

Network Traffic Management Issues:

To: Windstream - NOC
Telephone: 330-650-7929

4. **Northwest Missouri represents and warrants that it is licensed to provide CMRS service in Windstream's serving area in the state of Missouri and that its adoption of the Terms will be applicable to services in Windstream's serving area in the state of Missouri only.**
5. Northwest Missouri's adoption of the Verizon Terms shall become effective upon approval of this Agreement by the Missouri Public Service Commission and shall terminate simultaneous with the termination of the Verizon Agreement.
6. As the Terms are being adopted by you pursuant to Section 252(i) of the Act, Windstream does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Windstream of the Terms does not in any way constitute a waiver by Windstream of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Windstream of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Northwest Missouri's 252(i) election. The Parties agree that all traffic, other than Local Traffic, that is terminated on the public switched network, regardless of the technology used to originate such traffic, including but not limited to Voice Over Internet Protocol (VoIP), will be assessed terminating charges at the appropriate jurisdictional rates, per the appropriate tariff or agreement governing such traffic. The Parties agree that until the FCC enters a final, binding, and non-appealable order ("Final Order") determining the appropriate compensation mechanism for VoIP traffic, the Parties shall exchange traffic and compensate each other in accordance with this Section. At such time as the Final Order becomes applicable, the Parties agree to amend this Agreement to conform with the findings of the Final Order
7. The Terms shall be subject to any and all applicable laws, rules, or regulations or changes therein that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, 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, or regulation. If within sixty (60) days of the effective date of such change, the Parties are unable to agree in writing upon mutually acceptable revisions to this agreement, either Party may pursue any remedies available to it at law, in equity or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.
8. Northwest Missouri agrees that Northwest Missouri's adoption of the Verizon Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between Northwest Missouri and Windstream.
9. Windstream reserves the right to request, at its discretion, a security deposit equal to three months estimated billing.
10. Windstream reserves the right to deny Northwest Missouri's adoption and/or application of the Terms, in whole or in part, at any time:
 - (A) when the costs of providing the Terms to Northwest Missouri are greater than the costs of providing it to Verizon;
 - (B) if the provision of the Terms to Northwest Missouri is not technically feasible; and/or to the extent Northwest Missouri already has an existing Interconnection Agreement (or existing 252(i) adoption) with Windstream and the Terms were approved before the date of approval of the existing Interconnection Agreement (or the effective date of the existing 252(i) adoption);
11. Should Northwest Missouri attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, Windstream reserves its rights to seek appropriate legal and/or equitable relief.

12. The Parties acknowledge that Windstream is entitled to assert that it is a less than 2% carrier (as defined in 47 U.S.C. 153 and as provided by 47 U.S.C. 251(f). By entering into this Agreement, Windstream is not waiving its right to maintain at any point during the term of this Agreement that it is a less than 2% carrier entitling it to exemption or suspension or modification under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

Windstream Missouri Inc.


(Signature)


Michael D. Rhoda
(Print Name)

SVP – Government Affairs
(Print Title)

4/19/10
(Date)

Reviewed and countersigned:

Northwest Missouri Cellular Limited Partnership


(Signature)

Robert D. Williams
(Print Name)

Managing Partner
(Print Title)

4/11/2010
(Date)