

AGREEMENT

by and between

BPS TELEPHONE COMPANY

and

BIG RIVER TELEPHONE COMPANY, LLC

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PREFACE

This Agreement ("Agreement") shall be deemed effective upon approval by the Commission (the "Effective Date"), between BPS Telephone Company ("BPS"), a corporation organized under the laws of the State of Missouri, with offices at _____, and Big River Telephone Company, LLC ("Big River"), a limited liability company organized under the laws of the State of Delaware with offices at 24 S. Minnesota Ave., Cape Girardeau, MO 63703. (BIG RIVER and BPS may be referred to hereinafter, each, individually as a "Party," and, collectively, as the "Parties").

WHEREAS, the Parties wish to establish interconnection arrangements for the purpose of transmission and termination of Telecommunications traffic that is within the scope of this Agreement, and

WHEREAS, the interconnection between the Parties will allow the Customers of each Party to complete local calls to the Customers of the other Party within the local calling areas of BPS ("Local Interconnection"); and

WHEREAS, this is intended to fulfill the Parties' needs to exchange Local Traffic.

Now, therefore, in consideration of the terms and conditions contained herein, BPS and BIG RIVER hereby mutually agree as follows:

GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, BIG RIVER and BPS hereby agree as follows:

1. Scope of this Agreement

- 1.1 This Agreement includes the Principal Document, ("General Terms and Conditions"), including Attachments A ("Glossary of Terms"); B ("Additional Services"); C ("Interconnection and Number Portability"); and D ("Pricing") and Appendix A ("Designation of Interconnection Point(s), Compensation, Charges, Directory Listing Services"). This Agreement specifies the rights and obligations of each Party with respect to the establishment of Local Interconnection within the incumbent service area of BPS. Certain terms used in this Agreement shall have the meanings defined in the Glossary of Terms, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations.
- 1.2 If any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in this main body (i.e., General Terms and Conditions) of the Agreement and any attachment or appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in the attachment or appendix shall prevail.
- 1.3 Except as otherwise provisioned in the Agreement, the Agreement may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.
- 1.4 In connection with this Agreement, a Party may purchase services from the other Party pursuant to that other Party's Tariff. In such instances, the rates, terms, and conditions of the other Party's Tariff shall apply.

2. Intentionally omitted.

3. Regulatory Approvals

- 3.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval within thirty (30) Days after obtaining the last required Agreement signature. BIG RIVER and BPS shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

4. Term and Termination

- 4.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect for a period of 3 years (36 months) after the Effective Date of this Agreement (the "Initial Term"). Thereafter, this Agreement shall renew automatically for successive six (6) month terms, commencing on the termination date of the initial term or latest renewal term and continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 4.2 Either BPS or BIG RIVER may terminate this Agreement effective upon the expiration of the Initial Term or subsequent renewal term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 4.3 In the event of such termination, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption until a replacement agreement has been executed by the Parties either (a) under a new agreement voluntarily executed by the Parties; (b) under a new agreement negotiated pursuant to the provisions of the Act; or c) under any agreement that may be available according to the provisions of Section 252(i) of the Act, but in no case will the existing service arrangements continue for longer than 270 days after the termination date.
- 4.4 If either BPS or BIG RIVER provides notice of termination pursuant to Section 4 and by 11:59 PM Central Time on the proposed date of termination neither BPS nor BIG RIVER has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate, and (b) the Services being provided under this Agreement at the time of termination will continue until the earlier of (1) the date such services are cancelled by BIG RIVER or (2) 180 days from the date of termination.

5. Attachments and Appendices

The following Attachments are a part of this Agreement:

Attachment A	--	GLOSSARY OF TERMS
Attachment B	--	ADDITIONAL SERVICES
Attachment C	--	INTERCONNECTION AND NUMBER PORTABILITY
Attachment D	--	PRICING
Appendix A	--	DESIGNATION OF INTERCONNECTION POINT(S), COMPENSATION, CHARGES, DIRECTORY LISTING SERVICES

6. Applicable Law

- 6.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Missouri, including but not limited to the Act, the rules, regulations and orders of the FCC and the Commission, and any orders and decisions of a court of competent jurisdiction. All disputes relating to this Agreement shall be resolved through the application of such laws.

- 6.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
 - 6.3 Neither Party shall be liable for any delay or failure in performance caused or required by Applicable Law, or the acts or failures to act of any governmental entity or official to the extent such acts nor failures to act were not caused or solicited by either Party and/or comply with Applicable Law.
 - 6.4 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
 - 6.5 If any final and unstayed legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
7. Assignment
- 7.1 Any assignment by either Party of any right, obligation, or duty, in whole or in part, under this Agreement or of any interest in this Agreement, without the written consent of the other Party shall be void, and the assigning Party shall remain responsible for all obligations hereunder.
8. Assurance of Performance
- 8.1 When reasonable grounds for insecurity arise with respect to the performance of either Party, the other Party may in writing demand adequate assurance of due performance.
 - 8.2 The reasonableness of grounds for insecurity and the adequacy of any assurance offered shall be determined according to Telecommunications industry standards. Reasonable grounds for insecurity include, but are not limited to: (a) prior to the execution of this Agreement, a Party has sought a voluntary receivership or bankruptcy (or had a receivership or bankruptcy proceeding initiated against it); (b) the failure of a Party to demonstrate that it is creditworthy after the execution of this Agreement, (c) the failure of a Party to timely pay a bill (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which BIG RIVER has complied with all requirements set forth in Section

11) or perform a service or obligation as required by this Agreement, or (d) a Party admits its inability to pay debts as such debts become due.

- 8.3 Unless otherwise agreed by the Parties, after receipt of a justified demand, a Party shall have thirty (30) days to provide a security deposit.
- 8.4 To the extent that a cash deposit may be required, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.
- 8.5 A Providing Party shall accrue interest on a cash deposit required under this Section at an annual rate equal to 6%.
- 8.6 To the extent that a letter of credit or cash deposit is required under this Section, a Providing Party may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon thirty (30) days written notice to the Purchasing Party in respect of any amounts to be paid by such Party hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement (including provisions regarding bona fide disputes).
- 8.7 If a Providing Party draws on the letter of credit or cash deposit, the Purchasing Party shall provide a replacement or supplemental letter of credit or cash deposit in accordance with the requirements of this Section.
- 8.8 Notwithstanding anything else set forth in this Agreement, if a Providing Party makes a request for assurance of performance in accordance with the terms of this Section, and the Purchasing Party fails to provide adequate assurance of due performance in accordance with the terms of this Section, the failure of which will substantially impair the value of the Agreement to the Providing Party, then the aggrieved Providing Party may suspend its own performance under the Agreement until such time as the Purchasing Party provides such assurance of performance.
- 8.9 The fact that assurance of performance is requested by a Providing Party hereunder shall in no way relieve the Purchasing Party from compliance with the requirements of this Agreement, nor constitute a waiver or modification of any terms of this Agreement.

9. Audits

- 9.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") records for the purpose of evaluating the accuracy of the Audited Party's bills and compliance with the terms and conditions of this Agreement. Such audits may be performed once in each Calendar Year for the most recent period of 12 full months ending within 60 days of the notice of audit; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if an immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000 for any consecutive 12-month period.

- 9.2 Prior to commencing the audit, the auditors shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the auditors. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.
 - 9.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all records reasonably necessary to assess the accuracy of the Audited Party's bills. Each Party shall correct previously uncorrected net inaccuracies revealed by an audit.
 - 9.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's records in the format in which such records are stored by the Audited Party necessary to assess the accuracy of the Audited Party's bills, unless the auditors discover previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000 for any consecutive 12-month period, in which case the Audited Party shall reimburse the Auditing Party for the cost of the audit and any out-of-pocket expenses associated with the audit.
10. Authorization
- 10.1 BPS represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
 - 10.2 BIG RIVER represents that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
11. Billing and Payment; Disputed Amounts
- 11.1 Except as otherwise provided in this Agreement, each Party shall bill the other Party on a monthly basis in an itemized format. The Parties shall also exchange billing information to process claims and adjustments as between themselves and on behalf of their Customers.
 - 11.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within thirty (30) Calendar Days of the Purchasing Party's receipt of the invoice or forty-five (45) Calendar Days from the invoice date, whichever is sooner (the "Due Date"). If a Party does not receive a bill at least twenty (20) days prior to the thirty (30) day payment Due Date, then the bill shall be considered delayed. When the bill has been delayed, the billed Party may request an extension of the payment Due Date, by the number of days the bill

was delayed. Such requests for a delay of the payment Due Date must be accompanied with proof of late bill receipt.

- 11.3 If any portion of an amount billed by a Party under this Agreement is subject to a bona fide dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid; provided, however, if the billed party fails to provide a notice of dispute within twelve (12) months of the payment Due Date for the amount in question, then the billed party shall be deemed to have waived any disputes as to those amounts (except as provided in Section 9). The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to Dispute Resolution under the terms of this Agreement.
- 11.4 Undisputed charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (excluding any unpaid previously billed late payment charges) per month.
- 11.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, provided however a Party shall not submit a statement of charges more than twelve (12) months after the date the services were provided.
- 11.6 All usage data and invoices to be provided pursuant to this Agreement shall be sent to the following addresses (unless the Party provides a change of address):

To BPS

To BIG RIVER:

Big River Telephone Company, LLC
24 S. Minnesota Ave.
Cape Girardeau, MO 63703
Phone: 573-651-3373
Fax: 573-651-3605
Email: jjennings@bigrivertelephone.com

12. Confidentiality

- 12.1 As used in this Section 12 "Confidential Information" means the following

information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:

- i. Books, records, documents and other information disclosed in an audit pursuant to Section 9 ("Audits");
 - ii. Any forecasting information provided pursuant to this Agreement;
 - iii. Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or, (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
 - iv. Information related to specific facilities or equipment (including, but not limited to, cable and pair information);
 - v. Any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;"
 - vi. Any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential or "Proprietary": and
 - vii. All orders (and related information) for any services placed by BIG RIVER pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of BIG RIVER's customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), *and* call records and Recorded Usage Data whether disclosed by BIG RIVER to BPS or otherwise acquired by BPS in the course of the performance of this Agreement, will be deemed Confidential Information of BIG RIVER for all purposes under this Agreement.
- 12.2 Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information, except to the extent that such information is required to fill an order for services provided under this Agreement.
- 12.3 Except as otherwise provided in this Agreement, the Receiving Party shall:
- i. Use the Confidential Information received from the Disclosing Party only in performance of this Agreement, and only for the specific purpose for which the information was provided; and,
 - ii. Using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than

commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section.

- 12.4 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for any Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement.
- 12.5 Unless otherwise agreed, the obligations of this Section do not apply to information that:
- i. Was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
 - ii. Is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
 - iii. Is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
 - iv. Is independently developed by the Receiving Party;
 - v. Is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - vi. Is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall make commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 12.6 Notwithstanding the provisions of this Section of the Agreement, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this

Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.

- 12.7 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 12.8 The provisions of this Section shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use or protection of the confidentiality of CPNI provided by Applicable Law.
- 12.9 Each Party's obligations under this Section shall survive the expiration, cancellation or termination of this Agreement.

13. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14. Default

- 14.1 If either Party (the "Defaulting Party") defaults in the payment of any amount due, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice (the "Default Notice") thereof, the other Party (the "Aggrieved Party") may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party with written notice at least twenty five (25) days' (which shall not begin to run until after the 60 day period) prior to terminating service.
- 14.2 Such Default Notice shall be posted by overnight mail, return receipt requested. If the Defaulting Party cures the default or violation within the twenty five (25) day period, the Aggrieved Party will not terminate service under this Agreement but shall be entitled to recover all costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of service. For purposes of this Section, the terms 'default,' 'violate,' and 'violation,' in all of their forms, shall mean 'materially default,' 'material default,' 'materially violate,' or 'material violation,' as appropriate.
- 14.3 If the Defaulting Party disputes that the Aggrieved Party's notice of default or violations is justified by relevant facts, then the Parties shall address the

disagreement pursuant to the processes set forth in Section 16 ("Dispute Resolution"). Regardless, the Defaulting Party, without delay and without participating in the dispute resolution process pursuant to Section 16, may immediately pursue any available legal or regulatory remedy to resolve any question about the alleged default or violation or the Aggrieved Party's announced termination of the Agreement.

15. Discontinuance of Service

If a Party proposes to discontinue, or actually discontinues, its provision of service to Customers in the BPS service area, such Party shall provide notice of such discontinuance as required by Applicable Law.

16. Dispute Resolution

16.1 The Parties shall attempt to resolve any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who has authority to resolve the dispute and will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) Business Days to designate its own such representative in the negotiation. The Parties' representatives shall attempt to reach a good faith resolution of the dispute within thirty (30) days after the date of the initiating Party's written notice of the dispute. Upon mutual agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

16.2 If the Parties are unable to resolve the dispute within thirty (30) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, 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. Except for FCC actions, all such proceedings shall be initiated within the State of Missouri.

17. Force Majeure

17.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), acts of God, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected.

17.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused

from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event, including, but not limited to, payment of charges for services that were not performed due to the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

17.3 Notwithstanding the provisions of Sections 17.1 and 17.2, although a Force Majeure event could result in delay of a payment obligation, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement except for any demand of payment for services not performed due to the Force Majeure Event.

17.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

18. Forecasts

In addition to any other forecasts required by this Agreement, upon request by the Providing Party, the Purchasing Party shall provide forecasts regarding the Services that it expects to purchase, including, but not limited to, forecasts regarding the types and volumes of Services that it expects to purchase and the locations where such Services will be purchased. Such forecasts are proprietary and confidential under the terms of this Agreement, and distribution of the forecasts or information based on such forecasts shall be limited to those persons associated with the Providing Party who need to know such information in order to adequately provision the types and volumes of Services that the Purchasing Party expects to purchase at the locations where such Services will be purchased. The Providing Party shall exercise commercially reasonable best efforts to adequately provision the types and volumes of Services forecast by the Purchasing Party.

19. Fraud

Neither party shall bear responsibility for, nor have any obligation to investigate or make adjustments to the other Party's account in cases of, fraud by the other Party's Customers or other third parties. Provided, however, that both Parties shall cooperate to discover and prevent fraud by each Party's Customers or other third parties.

20. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

21. Headings

The headings used in the Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

22. Indemnification

- 22.1 For the Services provided under this Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its Affiliates and their respective directors, officers, agents, contractors, and employees ("Indemnified Party"), from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property, to the extent such injury, death, damage, destruction or loss, was caused by the gross negligence or intentionally wrongful acts or omissions of the Indemnifying Party, its Affiliates, or their respective directors, officers, employees, Agents or contractors (excluding the Indemnified Party).
- 22.2 An Indemnifying Party's obligations under this Section shall be conditioned upon the following:
- i. The Indemnified Party: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Party related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to the Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of the Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense.
 - ii. If the Indemnified Party fails to comply with the requirements of this Section with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.
 - iii. The Indemnifying Party shall have the authority to defend and settle any Claim subject to the conditions set forth below.
 - a. With respect to any Claim, the Indemnified Party shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party. In so participating, the Indemnified Person shall be entitled to employ separate counsel for such purposes at its own expense. The Indemnified Party shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.
 - b. In no event shall the Indemnifying Party settle a Claim or consent to any judgment with regard to a Claim without the prior written consent

of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed.

- c. The Indemnifying Party and the Indemnified Party shall offer each other all reasonable cooperation and assistance in the defense of any Claim.

22.3 Except as otherwise provided above, each Party agrees that it will not bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees, agents or contractors of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement, consistent with Applicable Law.

22.4 Each Party's obligations under this Section shall survive expiration, cancellation or termination of this Agreement.

23. Intentionally Omitted.

24. Intellectual Property

24.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party.

24.2 Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

24.3 BPS shall use commercially reasonable best efforts to obtain from its vendors who have licensed intellectual property rights to BPS in connection with facilities and Services provided hereunder licenses under such intellectual property rights as necessary for BPS to use such facilities and Services as contemplated hereunder and at least in the same manner used by BPS for the facilities and Services provided hereunder. BPS shall notify Big River immediately in the event that BPS believes it has used its commercially reasonable best efforts to obtain such rights but has been unsuccessful in obtaining such rights. Nothing in this Section shall be construed in any way to condition, limit or alter a Party's indemnification obligations under this Agreement.

25. Joint Work Product

The Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms.

26. Law Enforcement.

26.1 Each Party may cooperate with law enforcement authorities and national security

authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

26.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.

26.3 Where a law enforcement authorities or national security authorities request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to such information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

27. Liability

27.1 As used in this Section, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.

27.2 Except as otherwise stated in this Section, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees, agents and contractors of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.

27.3 For the Services provided under this Agreement, except as otherwise stated in this Section, a Party, a Party's Affiliates, and the directors, officers and employees, agents and contractors of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

27.4 The limitations and exclusions of liability stated in this Section shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.

- 27.5 Nothing contained in this Section shall exclude or limit liability:
- 27.5.1 under Sections dealing with Indemnification, or, Taxes;
 - 27.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;
 - 27.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
 - 27.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - 27.5.5 under Section 258 of the Act or any order of the FCC or the Commission implementing Section 258;
 - 27.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission; or,
 - 27.5.7 caused by the gross negligence or intentionally wrongful acts or omissions.
- 27.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee, agent or contractor of a Party or a Party's Affiliate, is limited and/or excluded under both this Section and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 27.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees, agents or contractors of the other Party or the other Party's Affiliates, be liable to such Customers or other third persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.
28. Network Management
- 28.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. BPS and BIG RIVER will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and/or prevent traffic congestion.
 - 28.2 Responsibility for Following Standards. Each Party recognizes a responsibility to

follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.

- 28.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation of the other Party ("Interfering Party") will or are likely to significantly degrade the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend service provided to the interfering party to the extent necessary to prevent such interference or impairment, subject to the following:
- i. The Impaired Party must notify the Interfering Party and allow that Party a reasonable opportunity to correct the problem.
 - ii. Where the Impaired Party does not know the precise cause of the interference or impairment, it must notify each Carrier that may have caused or contributed to the problem.
 - iii. Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall provide the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period;
 - iv. Where the interference or impairment asserted by the Impaired Party remains unresolved by the Interfering Party after ten (10) days, the Impaired Party must establish with specific and verifiable information that a particular service, network, facility or method of operation of the Interfering Party is causing the significant degradation.
 - v. Where the Impaired Party demonstrates that a particular service, network, facility or method of operation of the Interfering Party is significantly degrading the performance of the Impaired Party's provision of services, the Interfering Party shall discontinue deployment of that service and correct the interference or impairment or migrate its Customers to technologies that will not significantly degrade the performance of other such services. Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service unless Service was improperly interrupted or suspended by the Impaired Party.
- 28.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow industry standard procedures for isolating and clearing the outage or trouble in a manner consistent with its obligations to act in a non-discriminatory manner.

29. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall provide notice to the other Party of the change at least ninety (90) days in advance of such change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law, notice shall be given at the time required by Applicable Law.

30. Notices

30.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

30.1.1 shall be in writing;

30.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, or (c) by certified or registered U.S. mail, return receipt requested, postage prepaid; and

30.1.3 shall be delivered to the following addresses of the Parties:

To: Big River:

John F. Jennings
CFO
Big River Telephone Company, LLC
24 S. Minnesota Ave.
Cape Girardeau, MO 63703
Phone: 573-651-3373
Fax: 573-651-3605
Email: jjennings@bigrivertelephone.com

With a copy to:

Carl Lumley
CURTIS, HEINZ, GARRETT & O'KEEFE, P.C.
130 S. Bemiston, Suite 200
Clayton, Missouri 63105
Phone: (314) 725-8788
Fax: (314) 725-8789
Email: clumley@lawfirmemail.com

To: BPS Telephone Company

with a copy to:

or to such other address(s) as either Party may designate from time to time by proper notice.

- 30.2 Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, and (c) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt.

31. Performance Standards

- 31.1 BPS shall provide Services under this Agreement in accordance with the standards required by this Agreement. For standards not specifically stated in this Agreement, Services provided under this Agreement will be provided in accordance with Applicable Law. And for those standards not covered in any Applicable Law, Services under this Agreement will be provided in accordance with industry standards.
- 31.2 Big River shall provide Services under this Agreement in accordance with the standards required by this Agreement. For standards not specifically stated in this Agreement, Services provided under this Agreement will be provided in accordance with Applicable Law. And for those standards not covered in any Applicable Law, Services under this Agreement will be provided in accordance with industry standards.
- 31.3 This Section 31.3 applies only to those interconnection arrangements, Telecommunications Services, or other services, facilities or arrangements that one Party would not otherwise be required to provide to the other Party pursuant to this Agreement, Applicable Law or Tariff. To the extent that one Party requests (the "Requesting Party") of the other Party (the "Responding Party") any such Interconnection arrangement, Telecommunications Service, or other service, facility or arrangement for the exchange of Telecommunications traffic or any other Services pursuant to this Agreement and the fulfillment of that request would involve service or network arrangements beyond that which the Responding Party provides for its own services or beyond that which the Responding Party provides with any other carrier with which the Responding Party has an interconnection agreement, or would require the Responding Party to incur extraordinary costs and/or expenses beyond that which the Responding Party incurs for its own services or beyond that which the Responding Party incurs for service arrangements with any other carrier with which it has an interconnection agreement, the Responding Party may, at its option and after full and proper notice to the Requesting Party, provide such superior arrangements under the condition that the Requesting Party shall be responsible for any additional costs or expenses that may arise for the provisioning and operation of such superior arrangements.

32. Point of Contact for Customers

- 32.1 Each Party shall establish telephone numbers and mailing addresses for purposes of communications with its Customers. Each Party shall advise its customers of these telephone numbers and mailing addresses. Each Party shall advise the other Party of these telephone numbers and mailing addresses.
- 32.2 Neither Party shall have any obligation to accept a communication from the other Party's Customer, including, but not limited to, a request by the other Party's Customer for repair or maintenance. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper Service provider.

33. Publicity and Use of Trademarks or Service Marks

- 33.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.
- 33.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

34. References

- 34.1 All references to Sections, Attachments, or Appendices shall be deemed to be references to Sections, Attachments, and Appendices of this Agreement unless the context shall otherwise require.
- 34.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document, or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

35. Relationship of the Parties

- 35.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 35.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.
- 35.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or

implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

- 35.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 35.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 35.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

36. Subcontractors

A Party may use a contractor (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

37. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

38. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

39. Taxes

It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply. In the event that any state or local excise, sales, or use taxes, if any (excluding any taxes levied on income), are applicable to the subject matter of this Agreement, then the Parties agree to negotiate mutually agreeable terms that will ensure that the tax obligation is met and that the

taxes are properly collected by the Parties. To the extent that the Parties cannot agree on terms, then the Section 16 - Dispute Resolution process shall apply.

40. Technology Upgrades

- 40.1 Each Party (the "Providing Party") shall provide, maintain, repair or replace its facilities and Services, including those facilities and Services used by the other Party pursuant to this Agreement, at a level of quality that is equal to that which the Providing Party provides to itself, its Affiliates, and any third parties in accordance with the requirements of the Act. At a minimum, the Providing Party shall provide, maintain, repair or replace its facilities and Services in accordance with the same technical criteria and service standards that are used within its own network on terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and Applicable Law.
- 40.2 Each Party shall have the right to deploy, upgrade, migrate and maintain its network to the extent permitted by Applicable Law. Nothing in this Agreement shall limit either Party's ability to modify its network through the incorporation of new equipment or software or otherwise.

41. Territory

- 41.1 This Agreement applies solely to the geographic territory in which BPS operates as an Incumbent Local Exchange Carrier in the State of Missouri.

42. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their legal successors and permitted assigns, and nothing herein shall create or be construed to provide any third-persons with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

43. Filing of Agreement

The Parties understand and agree that this Agreement will be filed with the Commission.

44. 252(i) Obligations

To the extent required by law, each Party shall comply with section 252(i) of the Act.

45. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers, comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

46. No Waiver

Except as otherwise set forth in this Agreement, a failure or delay of either Party to enforce any

of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options. This Agreement is the result of voluntary negotiations between Local Exchange Carriers and shall be construed as an Agreement reached through voluntary negotiation.

47. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

48. Entire Agreement

This Agreement and any Attachments, Appendices, or Tariffs which are incorporated herein by reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

BPS Telephone Company

Big River Telephone Company, LLC

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____