

BELLSOUTH® / CLEC Agreement

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By and Between
BellSouth Telecommunications, Inc.
And
RCC Holdings, Inc.

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Attachments:

A	Affiliates
B	Rates
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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and RCC Holdings, Inc., a Minnesota corporation (“Carrier”), and shall be deemed effective as of June 8, 2005 (the “Effective Date”). This Agreement may refer to either BellSouth or Carrier or both as a “Party” or “Parties.”

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier is a Commercial Mobile Radio Service (“CMRS”) provider licensed by the Federal Communications Commission (“FCC”) to provide CMRS in the state(s) of Alabama and Mississippi; and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

For purposes of this Agreement, the following definitions will apply. When not inconsistent with the context, words in the singular number include the plural number, and words in the plural number include the singular number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory. Terms, phrases and words not defined herein shall be construed in accordance with their customer usage in the telecommunications industry.

Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this definition, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each state of BellSouth’s nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Local Traffic is defined for purposes of reciprocal compensation under

this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA, provided that the call is handed off from Carrier to BellSouth in the same Local Access and Transport Area ("LATA") in which the call is terminated, and, (2) any telephone call that originates on the network of BellSouth and terminates on the network of Carrier in the same MTA provided that the call is handed off from BellSouth to Carrier in the same LATA in which the call originates. The exchange of traffic on BellSouth's interLATA EAS routes shall be treated as Local Traffic as set forth in Section VI.A.2. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules. Traffic delivered to or received from an interexchange carrier is not Local Traffic.

D. Local Interconnection is defined as the delivery of Local Traffic to be terminated on each Party's local network so that end users of either Party have the ability to reach end users of the other Party without the use of any access code or substantial delay in the processing of the call.

E. Non-Local Traffic is defined as all traffic that is not Local Traffic or access services, as described in Section VI of this Agreement.

F. Point of Interconnection ("POI") is defined as the mutually agreed upon point of demarcation or any technically feasible point or physical geographic location(s), on BellSouth's network within BellSouth's service area within a LATA, at which the Parties terminate interconnection facilities for the origination and/or termination of traffic. The POI establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility between BellSouth's network and Carrier's network.

G. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

H. Third Party Carrier is any telecommunications carrier other than Carrier or BellSouth.

I. Transit Traffic is traffic originating on Carrier's network that is routed to BellSouth for delivery to a Third Party Carrier's network, or traffic originating on a Third Party Carrier's network that is routed to BellSouth for delivery to Carrier's network. All local or toll traffic from a Third Party Carrier not originated on the BellSouth network by BellSouth but delivered by BellSouth to Carrier is considered Transit Traffic.

J. Type 1 Interconnection is a trunk side connection between a BellSouth end office and a Carrier's POI and provides the capability to access all BellSouth

end offices within the LATA. Type 1 Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

K. Type 2A Interconnection are one-way or two-way connections that provide a trunk side connection between a BellSouth tandem switch and a Carrier's POI and provides access to all BellSouth end offices and Third Party Carriers subtending the BellSouth tandem. Type 2A Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time-to-time.

L. Type 2B Interconnection are one-way or two-way connections that provide a high usage route between a BellSouth end office and a Carrier's POI and provides access to all BellSouth NXX codes homed in that specific end office and is provided in conjunction with Type 2A Interconnection. Type 2B Interconnection is technically defined in Telcordia Technical Reference GR-145-CORE, Issue 2 May 1998, as it may be amended or replaced from time to time.

I. Purpose

This Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. The Parties have entered into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution. Each Party shall comply with all applicable federal, state and local laws, rules and regulations in the course of performing under this Agreement. The access and interconnection obligations contained herein enable Carrier to provide CMRS in those areas where it is authorized to provide such service within the nine state region of BellSouth.

II. Term of the Agreement

A. The term of this Agreement shall be two (2) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama and Mississippi. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

B. The Parties agree that by no earlier than one hundred and eighty (180) days prior to the expiration of this Agreement or at any time after the Agreement is renewed for a subsequent term as set forth in this Section B, either party may request negotiation of a successor agreement by written notice to the other Party. The date of this notice will be the starting point for the negotiation window under section 252 of the Act. If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in this Section B, the Parties are unable

to negotiate new terms, conditions and prices for a subsequent agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the subsequent agreement pursuant to 47 U.S.C. 252. If neither Party provides written notice of a request to negotiate a successor agreement, this Agreement shall continue for subsequent renewal term of one (1) year

C. If, as of the expiration of the term of this Agreement, a subsequent agreement has not been executed by the Parties, this Agreement shall continue in effect while a subsequent agreement is being negotiated. The Parties may continue to negotiate a subsequent agreement or arbitrate disputed issues to reach a subsequent agreement as set forth in Section B above, and the terms of such subsequent agreement shall be effective as of the effective date as stated in the subsequent agreement.

D. Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement, the Parties have not entered into a subsequent agreement and no arbitration proceeding has been filed in accordance with Section B above, then either Party may terminate this Agreement upon ninety (90) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Carrier pursuant to the terms, conditions and rates set forth in BellSouth's General Subscriber Services Tariff, Section A35, as amended from time-to-time. In the event that BellSouth terminates this Agreement and BellSouth provides services as stated above, the Parties may continue to negotiate a subsequent agreement, and the terms of such subsequent agreement shall be effective as stated in the subsequent agreement.

III. Carrier/Affiliate License

Carrier information is set forth in Attachment A for all states covered by this Agreement. Carrier shall notify BellSouth in writing of any changes, additions or deletions to the information listed in Attachment A to the Agreement when a change occurs in any state covered by this Agreement. No such change shall be binding on BellSouth until the Agreement is amended to change, include or delete the information, as appropriate.

IV. Methods of Network Interconnection

A. BellSouth will provide to Carrier, upon request, those interconnecting facilities and service arrangements described herein to establish the physical interconnection and exchange of traffic at any technically feasible point, and such other technically feasible interconnection facilities Carrier may request from BellSouth. The interconnecting facilities and service arrangements described herein contemplate the use of standard serving arrangements described herein contemplate the use of standard serving arrangements normally provided by BellSouth. Non-standard facility requirements, equipment or service options may

be requested by Carrier via a bona fide request. Trunk group arrangements between Carrier and BellSouth shall be established in accordance with subsection C below. Each Party will use commercially reasonable efforts to construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.

B. The following methods of network interconnection are available for the provisioning of CMRS interconnection service. Such CMRS interconnection service and associated methods of network interconnection are available only within BellSouth's franchised service territory.

C. There are three methods of interconnecting facilities: (1) interconnection via facilities owned, provisioned and/or provided by either Party to the other Party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. Type 1, Type 2A and Type 2B interconnection arrangements shall be purchased from BellSouth's General Subscriber Services Tariff, Section A35, as amended from time-to-time, except to the extent otherwise provided in this Agreement. Rates, terms and conditions for both virtual and physical collocation may be provided in a separate collocation agreement or tariff.

D. The Parties will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to BellSouth end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The Parties' facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a Party interconnects via the purchase of facilities and/or services from the other Party, the appropriate intrastate tariff, as amended from time to time, will apply. In the event that such facilities are used for two-way interconnection, the appropriate recurring charges for such facilities will be shared by the Parties based upon percentages of traffic on such facilities.

E. Nothing herein shall prevent Carrier from utilizing existing collocation facilities for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder

and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

F. When the Parties provide an access service connection between an Interexchange Carrier (“IXC”) and each other, each Party will provide its own access services to the IXC. If access charges are billed, each Party will bill its own access service rates to the IXC.

G. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement. This guide may be found, as of the Effective Date of this Agreement at the following URL: <http://www.interconnection.bellsouth.com/>.

V. Interconnection Trunk Group Options

A. One-Way Trunk Group Arrangement

If Carrier chooses or the Parties mutually agree upon a one-way trunking arrangement, the following will apply:

BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier’s POI within BellSouth’s service territory and within the LATA, and Carrier will provide and bear the cost of a one-way trunk group(s) to provide for the delivery of Carrier’s originated Local Traffic and for the receipt and delivery of Transit Traffic to each BellSouth tandem and end office at which the Parties interconnect.

B. Two-Way Trunk Group Arrangement

If Carrier chooses or the Parties mutually agree upon a two-way trunking arrangement, the following will apply:

BellSouth and Carrier will share the cost of the two-way trunk group carrying both Parties’ traffic proportionally when purchased via the General Subscriber Services Tariff, Section A35, as amended from time-to-time. BellSouth will bear the cost of the two-way trunk group for the portion of the facility utilized for the delivery of BellSouth originated Local Traffic to Carrier’s POI within BellSouth’s service territory and within the LATA (calculated based on the number of total BellSouth customer originated minutes of traffic divided by the total minutes of use on the facility), and Carrier will bear the cost of the two-way trunk group for all other traffic, including Transit Traffic. .

C. Combination Trunk Group Arrangement

If Carrier chooses a combination trunk group arrangement, the following will apply:

Carrier will provide or bear the cost of the two-way trunk group for the delivery of all Carrier originated Traffic, and also the delivery and receipt of Transit Traffic. BellSouth will provide and bear the cost of a one-way trunk group to provide for the delivery of Local Traffic from BellSouth to Carrier's mobile switching center serving BellSouth's service territory.

VI. Compensation and Billing

A. Local Traffic Compensation

Each Party will pay the other for terminating its Local Traffic on the other's network at the Local Interconnection rates as set forth in Attachment B1.1. These rates are reciprocal and symmetrical for mobile-to-land and land-to-mobile calls.

1. Local Traffic Measurement

a. If Carrier has recording capability, but recording limitations prohibit Carrier's ability to determine the amount of BellSouth originated Local Traffic terminated to Carrier over two-way multi-use facilities, then upon Carrier's written request to the Invoice Payment Center (IPC), BellSouth will provide to Carrier on a quarterly basis the percent of total terminating traffic to Carrier that was originated by BellSouth. Such percent will be used by Carrier to bill BellSouth for the BellSouth Local Traffic for the following quarter.

b. If Carrier has no recording capability and cannot determine the amount of BellSouth originated traffic terminated to Carrier, a mutually agreed upon methodology for reciprocal billing percentages for Local Traffic will be used.

2. BellSouth shall utilize actual traffic measurements as defined in Section VIII below, if available, to classify and bill Carrier for Carrier's originated Local Traffic terminating to BellSouth. If BellSouth is unable to measure actual traffic, BellSouth shall apply the default percentage for local traffic to classify and bill traffic in accordance with Section VIII.E.

2. The Parties' traffic on BellSouth's interLATA Extended Area Service (EAS) routes shall be considered Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within a Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Compensation For Facilities

1. Where one-way trunking is used, each Party will be solely responsible for the recurring and non-recurring cost of its facility up to the POI.
 - a. Where the Parties utilize one-way trunking, Carrier will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic.
2. Where two-way trunking is used, the Parties agree to share proportionately in the recurring costs of two-way interconnection facilities purchased via the General Subscriber Services Tariff, Section A35, as amended from time-to-time.
 - a. To determine the amount of compensation due to Carrier for interconnection facilities with two-way trunking for the transport of Local Traffic originating on BellSouth's network and terminating on Carrier's network, Carrier will utilize the prior month's undisputed Local Traffic usage billed by BellSouth and Carrier to develop the percent of BellSouth originated Local Traffic.
 - b. BellSouth will bill Carrier for the entire cost of the facility. Carrier will then apply the BellSouth originated percent against the Local Traffic portion of the two-way interconnection facility charges billed by BellSouth to Carrier. Carrier will invoice BellSouth on a monthly basis the proportionate cost for the facilities utilized by BellSouth.
 - c. Carrier will bear the cost for two-way interconnection facilities utilized for the delivery and receipt of Transit Traffic.

C. Billing Charges

1. The charges for Local Interconnection shall be billed monthly and payment for services provided is due on or before the next bill date. Usage charges will be billed in arrears.
2. Charges for terminating traffic will be based upon the actual conversation minutes of use (MOUs) measured from receipt of answer supervision to receipt of disconnect supervision, with such time accumulated at the end of the billing period and rounded up to the next whole minute.
3. Allowances for outages will be provided in accordance with the applicable provision of BellSouth's General Subscriber Services Tariff.

D. Billing Disputes

1. Billing disputes shall be handled pursuant to the terms of this section.

a. Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If the Parties are unable within the sixty (60) day period to reach resolution, then the aggrieved Parties may pursue dispute resolution in accordance with the terms of this Agreement.

b. For purposes of this Section, a billing dispute means a dispute of a specific amount of money actually billed by either Party. The dispute must be clearly explained by the disputing Party and supported by written documentation, which clearly shows the basis for disputing charges. A billing dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a billing dispute include the refusal to pay other amounts owed by the billed Party until the dispute is resolved. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. Once the billing dispute is resolved, the disputing Party will make immediate payment of any of the disputed amount owed to the billing Party or the billing Party shall have the right to pursue normal treatment procedures. Any credits due to the disputing Party pursuant to the billing dispute will be applied to the disputing Party's account by the billing Party immediately upon resolution of the dispute, including any applicable late payment and interest (where applicable) from the date the other Party received notice of the dispute to the date the dispute was resolved.

c. If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds that are not immediately available to the other Party, then a late payment charge shall be assessed. The Parties shall not assess interest on previously assessed late payment charges

E. Late Payment Charges

Late payment charges shall be the lower of 1.5% per month or such other percent as specified by an appropriate state regulatory agency or required by law. For bills rendered by either Party for payment, the late payment charge for

both Parties shall be applied to any portion of the payment not received by the billing Party on or before the payment due date.

F. Unbilled Charges

All charges under this Agreement shall be billed or disputed within one (1) year from the time the charge was incurred or billed, respectively.

VII. Deposit Policy

When purchasing any service from BellSouth, Carrier will be required to complete the BellSouth Credit Profile and provide information reasonably requested by BellSouth regarding Carrier's credit worthiness. Based on Carrier's creditworthiness determined as a result of the credit analysis, BellSouth reserves the right to require Carrier to assure payment by submitting a deposit in an amount reasonably requested by BellSouth. If, in the sole opinion of BellSouth, Carrier's credit worthiness decreases to a commercially significant extent or gross monthly billing has increased beyond the level used to determine the level of previous security deposit, BellSouth reserves the right to request additional security. Such deposit shall take the form of cash, an irrevocable letter of credit (BellSouth form) a surety bond (BellSouth form) or some other form of deposit mutually acceptable to the Parties. If BellSouth requires Carrier to provide a security deposit, Carrier shall provide such security deposit prior to the inauguration of service to within fifteen (15) days of BellSouth's request, as applicable. Deposit request notices will be sent to Carrier via certified mail or overnight delivery in accordance with Section XXIX. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a deposit, if provided in cash, shall accrue and be paid to Carrier in accordance with the terms of the applicable BellSouth tariff. Any such security deposit shall in no way release Carrier from its obligation to make timely payment of amounts owing to BellSouth. The amount of any such deposit shall not exceed two (2) months estimated billings to Carrier. The two (2) months estimated billings will be calculated upon all services ordered from BellSouth, both out of any tariff, and this Agreement. In the event Carrier fails to remit to BellSouth with a suitable form of security deposit or additional security deposit as required herein defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner required and within the time required, service to Carrier may be terminated, and any security deposits held previously will be applied to Carrier's account(s). Carrier may request, in writing, that BellSouth review Carrier's current creditworthiness and that BellSouth refund its security if Carrier meets all of the following criteria: twelve (12) months prompt payment history, acceptable debt rating as compared to the current median debt rating in the telecommunications industry, and Carrier has not filed nor received protection from bankruptcy rules and statutes for a period of ten (10) years. When conducting its review to consider refund of deposit, BellSouth will apply the same methodology it used to determine that a security deposit was initially required. If BellSouth's review determines Carrier is now credit worthy, the Carrier's deposit, will be refunded or credited to Carrier's account in a commercially reasonable time. If Carrier provides a security

deposit to BellSouth in the form of a letter of credit under this Agreement, at least seven (7) days prior to the expiration of any letter of credit, Carrier shall renew such letter of credit or provide BellSouth with evidence that Carrier has obtained a suitable replacement for the letter of credit. If Carrier fails to comply with the foregoing, BellSouth shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for Carrier's account(s). If Carrier provides a security deposit or additional security deposit in the form of a surety bond as required herein, Carrier shall renew the surety bond or provide BellSouth with evidence that Carrier has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If Carrier fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for Carrier's account(s). If the A.M. Best Company credit rating of any bonding company that has provided Carrier with a surety bond provided as security hereunder has fallen below B, BellSouth will provide written notice to Carrier that Carrier must provide a replacement bond or other suitable security within fifteen (15) days of BellSouth's written notice. If Carrier fails to comply with the foregoing, BellSouth shall thereafter be authorized to take action on the surety bond and utilize cash proceeds as security for Carrier's account(s). Notwithstanding anything contained in this Agreement to the contrary, BellSouth shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by Carrier as security hereunder if Carrier defaults on its account(s) or otherwise fails to make payment or payments required under this Agreement in the manner and within the time, as required herein.

VIII. Non-Local Traffic Interconnection and Compensation

A. For terminating its Non-Local Traffic on the other Party's network, each Party will pay either the access charges described in paragraph (B) hereunder or the transit charges described in paragraph (C) hereunder, as appropriate.

B. For originating and terminating intrastate and interstate interMTA Non-Local Traffic, each Party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth's intrastate Access Services Tariff or BellSouth's FCC No. 1 Tariff as those tariffs may be amended from time-to-time during the term of this Agreement. The Parties shall agree utilizing available traffic data, for purposes of this section, what percentage of traffic shall be interMTA and subject to access charges.

C. If Non-Local Traffic originated by Carrier is delivered by BellSouth for termination to the network of a Third Party Carrier, then BellSouth will bill Carrier and Carrier shall pay a \$.0024 per minute transit charge through August 31, 2005, and increasing to \$.003 for the remainder of the Agreement for such Transit Traffic ("Transit Charge"). BellSouth shall not deliver Transit Traffic to Carrier for termination to a Third Party Carrier and, therefore, Carrier shall not bill BellSouth any transit charges. Traffic not originated by BellSouth transiting

BellSouth's network to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such Transit Traffic transiting BellSouth's network. In addition, Traffic received by BellSouth from an interexchange carrier for delivery to Carrier is not Local Traffic and Carrier shall not bill BellSouth for such traffic. Except for Type 1 originated Transit Traffic, Carrier shall deliver its originated Transit Traffic to a BellSouth tandem and not to a BellSouth end office.

D. Where technically possible, BellSouth shall periodically measure actual traffic measurements and shall apply such measurements to classify and bill traffic in each of the categories shown in subsection E. below. BellSouth may conduct periodic reviews of Carriers' actual traffic measurements and shall subsequently update the percentages for the aforementioned categories accordingly.

E. For Carriers that have not exchanged traffic with BellSouth under a previous CMRS Interconnection Agreement or for traffic categories that are not technically feasible to measure, the associated default traffic classification percentage's set forth in this subsection will be used until such time actual traffic pattern's have been measured:

Carrier originated traffic to BellSouth

Local Traffic - 60%
 Non-Local InterMTA InterState Traffic - 3%
 Non-Local InterMTA IntraState Traffic - 3%
 Non-Local Transit Only Traffic - 27.2%
 Non-Local Transit Plus Third Party Termination Traffic - 6.8%

BellSouth originated traffic to Carrier

Local Traffic - 99%
 Non-Local InterMTA InterState - .5%
 Non-Local InterMTA IntraState - .5%

F. For Carriers that have elected to exchange traffic with BellSouth on Type 1 facilities only, the Parties may agree upon a surrogate method of classifying and billing such traffic, taking into consideration territory served (e.g., MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties, and such method shall replace the default percentages set forth above.

IX. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth will provide to Carrier nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to 47 U.S.C § 224, as amended by the Act, pursuant to terms and conditions of a license agreement negotiated with BellSouth.

X. Access to 911/E911 Emergency Network

A. BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide “911-like” service to mobile subscribers, both Parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth will route “911-like” calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier will provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

B. BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of “911-like” service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted or regulatory mandated technical improvements to comply with applicable regulatory requirements.

XI. Access to Telephone Numbers

Carrier is responsible for interfacing with the North American Numbering Plan administrator for all matters dealing with dedicated NXXs. BellSouth will cooperate with Carrier in the provision of shared NXXs where BellSouth is the service provider.

XII. Wireless Local Number Portability

A. Wireless Local Number Portability (WLNP) is a method by which a subscriber may change service providers and/or service but retain and transfer their local telephone number. FCC Report and Order 95-116 mandated the implementation of Local Number Portability - Service Provider Portability (LNP-SPP) for both Local Exchange Carriers (LEC) and Commercial Mobile Radio Services (CMRS) providers.

B. BellSouth and Carrier shall act in accordance with applicable law to facilitate WLNP. BellSouth will provide access to the Permanent Number Portability (“PNP”) database at rates, terms and conditions as set forth on BellSouth's Web site: <http://interconnection.bellsouth.com/products/wireless/wlnp/index.html>.

XIII. Access to Signaling and Signaling Databases

A. SS7 Connectivity Provided by BellSouth. BellSouth will offer to Carrier use of its signaling network and signaling databases at BellSouth’s published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

B. Where interconnection is provided by BellSouth via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the Parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

C. SS7 Connectivity Through a Third Party Provider. Carrier may obtain SS7 signaling from a Third-Party Provider of SS7 Signaling, for connecting to BellSouth's SS7 systems. Such connections shall meet generally accepted industry technical standards (i.e., Telcordia's GR-246 CORE, Specifications of Signaling System Number 7). In such instances, each Party is responsible for its own SS7 signaling therefore, neither Party will bill the other charges associated with SS7 signaling messages, connections and terminations.

XIV. Network Design and Management

A. The Parties will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.

1. Network Congestion – When BellSouth notifies Carrier that capacity issues at any BellSouth tandem, including but not limited to port capacity and processing capacity, require Carrier to add interconnection facilities to additional BellSouth tandems or to BellSouth end offices, the Parties agree to joint planning sessions through which the Parties will develop

mutually acceptable plan(s) to alleviate such tandem capacity problems. Such mutually agreed to plans may include BellSouth providing the necessary transport facilities past the tandem for Carrier to provide Type 2B interconnection and waiving the charges for such facilities from the tandem to the end office provided however that Carrier agrees to compensate BellSouth for the necessary interconnections facilities to the POI.

2. Tandem Traffic Volume – Where multiple BellSouth tandems exist within a LATA, and where either Party has the capability to measure the amount of traffic between Carrier's switch and an interconnected BellSouth tandem, then in the event that the amount of traffic delivered to end offices that sub-tend another specific BellSouth tandem in the same LATA exceeds two DS1's (624,000 minutes of use) level of traffic per month for three (3) consecutive month's, then Carrier shall install and retain interconnection trunks to such tandem, in addition to the existing BellSouth tandem interconnection(s).

3. End Office Traffic Volume – Where either Party has the capability to measure the amount of traffic between Carrier's switch and a specific BellSouth end office, in the event that the amount of traffic Carrier delivers to that end office exceeds one DS3's (6 million minutes of use) level of traffic per month for three (3) consecutive months, then Carrier shall install and retain Type 2B interconnection trunks to such end office.

D. Interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the Parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.

E. The Parties will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the Parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks. For network expansion, the Parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required by Section IV of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both Parties.

F. For network expansion, the Parties will review engineering requirements on a periodic basis and establish forecasts for trunk utilization as required on a periodic basis and establish forecasts for trunk utilization as required by Section IV of this Agreement. New trunk groups will be implemented as stated by engineering requirements for both Parties.

G. The Parties will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each Party to bill properly.

XV. Auditing Procedures

Upon thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the Parties. The scope and manner of conducting an annual audit, including such matters as access to books, records, data, employees or facilities, and confidentiality provisions for the audit, shall be mutually agreed upon by the Parties, subject to the Dispute Resolution provisions of Section XXI with authority for the Commission to resolve all disputes concerning the scope and manner of conducting the audit. The Parties will retain billing information for a minimum of nine (9) months from which the actual percentages of use, as described in Section VIII, can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited or as mutually agreed to by the Parties. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit or as mutually agreed to by the Parties. The applicable percentages shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. However, nothing in this Section shall prevent either Party from requesting and/or verifying data with the other Party related to the billing of usage or calculated percents as outlined in Section VII for the purpose of validating the percentages and billing each month. The Parties agree to work cooperatively in such an exchange of information which may preclude a formal audit request per this section.

XVI. Liability, Indemnification and Force Majeure

A. In the event that Carrier consists of two (2) or more separate entities as reflected in the preamble to this Agreement and Attachment A, and/or any amendment hereto, all such entities shall be jointly and severally liable for the obligations of Carrier under this Agreement.

B. Neither Party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service under this Agreement.

C. Neither Party is liable for damages to the other Party's terminal location, POI, equipment, nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a Party's gross or willful negligence or intentional misconduct.

D. Except for any indemnification obligations of the Parties hereunder, each Party is liability to the other for any claim, loss, injury, liability or expense including reasonable attorneys' fees relating to or arising from any cause whatsoever, whether based in contract negligence or other tort, strict liability, or otherwise, relating to the performance of this Agreement shall not exceed a credit for the actual cost of the services or function not performed or improperly performed.

E. A Party may, in its sole discretion, provide in its tariffs and contracts with its customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by applicable law, such Party shall not be liable to customer or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

F. Under no circumstance shall a Party 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, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

G. Neither Party assumes liability for the accuracy of the data provided to it by the other Party.

H. To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.

I. Except to the extent caused by the indemnified Party's gross negligence or willful misconduct, the Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications, or (2) any claim, loss or damage claimed by the end user of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations arising out of this Agreement.

J. As used in this Section, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend, and/or hold harmless under this Agreement. An Indemnifying Party's obligations shall be conditioned upon the following:

1. The Indemnified Person" (a) shall give the Indemnifying Party written notice of the claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a third party 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 third party claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a third party claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.

2. If the Indemnifying Person fails to comply with Section J.1 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.

K. Subject to Section K.1 and K.2 below, the Indemnifying Party shall have the authority to defend and settle any third party claim.

1. With respect to any third party 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 Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person 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.

2. In no event shall the Indemnifying Party settle a third party claim or consent to any judgment with regard to a third party claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the third party claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the third party claim for any amount in excess of such refused settlement or judgment.

3. The Indemnifying Person shall, in all cases, assert any and all provisions in applicable tariffs and customer contracts that limit liability to third persons as a part to, or limitation on, recovery by a third-person claimant.

4. The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any third party claim.

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

M. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, 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.

N. Force Majuere. 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, unavailability of equipment from vendor, changes requested by Carrier, 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 non-performance and both Parties shall proceed whenever such causes are removed or cease.

XVII. Intellectual Property Rights and Indemnification

A. No License. Except as expressly set forth in Section XVII.B. no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by either Party by this Agreement. The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the “Marks”) of the other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the other Party.

B. Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable right to use patents or copyrights to the limited extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

C. Intellectual Property Remedies.

1. Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section XVI, preceding.

2. Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the claimed infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

3. Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.

4. Dispute Resolution. Any claim arising under Section XVII.A and XVII.B shall be excluded from the dispute resolution procedures set forth in Section XXI, and shall be brought in a court of competent jurisdiction.

XVIII. **Modification of Agreement**

A. During the term of this Agreement, BellSouth shall make available, pursuant to 47 U.S.C. § 252 and 47 C.F.R. § 51.809, to Carrier in its entirety any agreement filed and approved pursuant to 47 U.S.C. § 252 as applied to the same states covered by this Agreement. The term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

B. If a Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of the Party to notify the other Party of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

C. No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

D. Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Act and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

E. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Carrier or BellSouth to perform any material terms of this Agreement, Carrier or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be in accordance with Section XXI.

XIX. Taxes and Fees

A. Definition: For purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) which are imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor.

B. Taxes And Fees Imposed Directly On Either Providing Party Or Purchasing Party.

1. Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its customer, shall be borne and paid by the providing Party.

2. Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

C. Taxes And Fees Imposed On Purchasing Party But Collected And Remitted By Providing Party.

1. Taxes and fees imposed on the purchasing Party shall be borne by the purchasing Party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing Party.
2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
3. If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party shall have the right, at its own expense, to contest the same in good faith, in its own name or on the providing Party's behalf. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the governmental authority.
4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

8. The Purchasing Party shall have the right, at its own expense, to claim a refund or credit, in its own name or on the Providing Party's behalf, of any such tax or fee that it determines to have paid in error, and the Purchasing Party shall be entitled to any recovery thereof.

D. Taxes And Fees Imposed On Providing Party But Passed On To Purchasing Party.

1. Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

2. To the extent permitted by applicable law, any such taxes and fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

3. If the purchasing Party disagrees with the providing Party's determination as to the application or basis of any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

7. Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a governmental authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XX. Treatment of Proprietary and Confidential Information

A. It may be necessary for BellSouth and Carrier, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) days thereafter, and shall be clearly marked with a confidential or proprietary legend.

B. Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with

Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.

C. Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

(a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

D. Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the Federal Communications Commission or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

E. Recipient agrees not to publish or use the Information for any advertising, sales promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliates.

F. The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application, which is now or may hereafter be owned by the Discloser.

G. Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section XX shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

XXI. Resolution of Disputes

A. Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the Parties will initially refer the issue to the appropriate company representatives. If the issue is not resolved either Party may petition the Commission for a resolution of the dispute. However, each Party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

B. No arbitration demand or other judicial or administrative action regardless of form, arising out of or related to this Agreement may be brought by either Party more than two (2) years after the cause of action arises.

XXII. Waivers

Any failure or delay by either Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXIII. Assignment

Any assignment by either Party to any entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. Neither Party shall unreasonably withhold, delay or condition such consent. The assignee must provide evidence of necessary licenses required to provide service in each state that the Party is entitled to provide service. After consent, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Carrier shall not be permitted to assign this Agreement in whole or in part to any Affiliate or non-affiliated entity unless either (1) Carrier pays all bills, past due and current, under this Agreement, or (2) Carrier's assignee expressly assumes liability for payment of such bills. In the event that Carrier desires to transfer any services hereunder to another provider of service or Carrier desires to assume hereunder any services provisioned by BellSouth to another provider of service, such transfer of services shall be subject to separately negotiated rates, terms and conditions.

XXIV. Severability

In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, in any respect under any statute, regulatory requirement, or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality or unenforceability, and the Parties shall negotiate in good faith to reformulate such invalid, illegal or unenforceable provision to as closely reflect the original intent of the Parties as possible, consistent with applicable law, and to effectuate such remaining provisions hereof as may be valid without defeating the original intent of such provisions.

XXV. Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, confidential information, limitations of liability and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, shall survive expiration or termination thereof.

XXVI. Governing Law

This Agreement shall be governed by, and construed in accordance with the Act, federal law and any applicable state substantive telecommunications law, including rules and regulations of the FCC and the appropriate state Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

XXVII. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

XXVIII. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. Each Party agrees to cooperate with the other Party and to take all steps necessary and proper to expeditiously obtain approval of this Agreement. Each Party shall be responsible for their own costs and expenses incurred in obtaining approval of this Agreement from the Commission.

XXIX. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail or email if an email address is listed below, addressed to:

BellSouth Telecommunications, Inc.
675 W. Peachtree St. N.E., Suite 4300
Atlanta, Georgia 30375
Attn: Legal Dept. "Wireless" Attorney
Fax number: 404-614-4054

RCC Holdings, Inc.
Attn: Dean Polkow
3905 Dakota Street, SW
Alexandria, MN 56308
Fax number: 320-808-2120

Contact number: 320-808-2135
Email: deanlp@rccw.com

And:

Copy to:

Assistant Director-Wireless Interconnection
600 N. 19th Street, Eighth Floor
Birmingham, Alabama 35203
Fax number: 205-321-4702

Attn: Vice President - Legal Services
1100 Mountain View Drive
Colchester, VT 05446-1919

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

C. Notwithstanding the foregoing, BellSouth may provide Carrier notice via internet posting of changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement and any other information of general applicability. BellSouth will use its best efforts to provide notice of such Internet posting via electronic

XXX. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

XXXI. 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.

XXXII. Compliance with Applicable Law

Each Party shall comply at its own expense with applicable law.

XXXIII. Entire Agreement

This Agreement and its Attachments, attached hereto and incorporated herein by this 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. Any orders placed under prior agreement between the Parties shall be governed by the terms of this Agreement and Carrier acknowledges that and agrees that any and all amounts and obligations owed under prior agreements between the Parties shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services were provisioned or requested under this Agreement. 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. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

XXXIV. Amendment

This Agreement may not be amended in any way except upon written consent of the Parties.

XXXV. No Joint Venture

The Parties are independent contractors and nothing herein shall be construed to imply that they are partners, joint ventures or agents of one another. Except for provisions herein expressly authorizing a Party to act for another, 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 or in the name or on behalf of the other Party unless otherwise expressly permitted in writing by such other Party. 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.

XXXVI. No Third Party Beneficiary

The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person. This Agreement shall not provide any person not a Party, assignee or successor of a Party to this Agreement and shall not be construed to provide any such third party with any remedy, claim, liability, reimbursement, cause of action or other privilege or right in excess of those existing without reference to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications,
Inc.**

By: 

Name: Randy J. Ham

Assistant Director,

Title: Wireless Interconnection

Date:  6/8/05

RCC Holdings, Inc.

By: 

Name: Dan Newhall

Title: COO

Date: 6/6/05

ATTACHMENT A

Affiliates

License Holder(s)

Corporate Entities

ATTACHMENT A

Affiliates, Licensee and/or Corporate Entities*	Market Name	State	Call Sign
RCC Minnesota, Inc.	Alabama 4 Bibb	AL	KNKN 708
			KNKN716
	Alabama 3 Lamar	AL	
	Alabama 5 Cleburne	AL	KNKQ444
	Alabama 7 Butler	AL	KNKQ378
	Mississippi 1 Tunica	MS	KNKQ341
	Mississippi 3 Bolivar	MS	KNKN638
	Mississippi 4 Yalobusha	MS	KNKQ345
	MTA 011-A20, Atlanta	GA, AL	WPZS609
	BTA 305-C4 Montgomery	AL	WQAA804
	BTA 115-C Dothan-Enterprise	AL	WPOK624
	BTA 115-F Dothan -Enterprise	AL	KNLG912
	BTA 449-C Tupelo	MS	WPOK663
	BTA 094-E Columbus	MS	KNLG613
	MTA 028-B12 Memphis, TN	TN, MS	WPZS605
	MTA 028-B14 Memphis, TN	TN, MS	WPZS606
TLA Spectrum, LLC	BTA 624-F Opelika-Auburn	AL	KNLH624

Note: For Corporate Entities only the name is required.

ATTACHMENT B

RATES

CMRS Local Interconnection Rates

B1.1

All BellSouth States	TYPE 1 End Office Switched		Type 2A Tandem Switched		Type 2B Dedicated End Office
Usage Rate, per Minute of Use, per month	\$0.0007		\$0.0007		\$0.0007

B1.2

Mobile originated IntraMTA traffic over Type 1, Type 2A and Type 2B trunks, which terminate at BellSouth Tandems (Local or Access) and/or BellSouth End Offices, without recording capability, may be billed as follows:

Carrier will be billed a surrogate usage rate, on a per voice grade trunk basis, for mobile originated Traffic completed over one-way outward or two-way trunks. Surrogate Usage for IntraMTA mobile originated Traffic, which terminates in BellSouth's local service area, shall be billed at a per voice grade trunk level rate as follows:

Surrogate Usage Rates (per voice grade trunk level)

All BellSouth States	TYPE 1 End Office Switched		Type 2A Tandem Switched		Type 2B Dedicated End Office
Usage Rate, per DS0 trunk, per month	\$9.10		\$9.10		\$6.30

ATTACHMENT C

Meet Point Billing Option

A. Meet Point Billing (MPB), as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and Transit Traffic at the tandem level but shall only apply to the following Third Party Carriers – 1) Interexchange Carriers (IXC), 2) Rural Incumbent Local Exchange Carriers (R-ILEC, ICO, or ITC), 3) Competitive Local Exchange Carriers (CLEC), or 4) Commercial Mobile Radio Services (CMRS) Providers uniquely identified in the Electronic Message Interface (EMI) 1101 call records in either the Carrier Identification Code (CIC) or Operating Company Number (OCN) fields which are, respectively, fields 45 thru 49 and 167 thru 170 of the EMI record.

B. For purposes of MPB, any reference to Third Party Carriers shall include only those entities set forth in the preceding paragraph. MECAB refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of Switched Access Traffic and Transit Traffic at the tandem level provided by two or more telecommunications carriers. Subject to Carrier providing all necessary information, BellSouth agrees to participate in MPB for Switched Access Traffic (as described in BellSouth's Tariffs) and Transit Traffic when both the originating and terminating carriers participate in MPB with BellSouth. BellSouth shall pass Electronic Message Interface (EMI) 1101 call records to Carrier at no charge. Depending on the delivery medium selected by Carrier, appropriate charges for that delivery medium will be applied. This Attachment C shall not apply to Carrier with respect to such Third Party Carrier as set forth in Section H below.

C. Information required from Carrier to participate in initial MPB with BellSouth includes:

- (i) Regional Accounting Office code (RAO)
- (ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, BellSouth will only render a bill to Carrier.
- (iii) a unique Access Carrier Name Abbreviation (ACNA)
- (iv) Percent Interstate Usage
- (v) Percent Local Usage

- (vi) 800 Service Percent Interstate Usage or default of 50%
- (vii) Billing Interconnection Percentage
- (viii) Screening Telephone Number (STN) from Carrier's dedicated NXX associated with each Trunk Group subscribed to.

Carrier shall provide to BellSouth such additional information as reasonably required to facilitate MPB.

D. A Billing Interconnection Percentage (BIP) of **0% BellSouth and 100% Carrier** will be used. Carrier must support MPB for all Switched Access Traffic and Transit Traffic, at the tandem level.

E. MPB will be provided for Switched Access Traffic and Transit Traffic at the tandem level only. NPA/NXX codes for MPB must be associated with a POI with a Common Language Location Identification (CLLI) that sub-tends a BellSouth tandem has a rate center and that sub-tends the same BellSouth tandem and physically resides within BellSouth's franchised service area. Parties utilizing MPB must subscribe to tandem level interconnections with BellSouth and must deliver all Transit Traffic to BellSouth over such tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. NPA/NXX codes are presented in the Local Exchange Routing Guide (LERG) in association with a specific switch CLLI. Under national programming rules associated with Carrier Access Billing Systems (CABS), each CLLI is associated with a single rate center. Additionally, (i) if the Carrier has Type 2A and Non-Type 2A NPA/NXX codes associated with a single CLLI or, (ii) if the Type 2A NPA/NXX code or CLLI home on a non-BellSouth SHA "00" tandem or are in a disassociated LATA, then those NPA/NXX codes and CLLI codes will not be included in MPB, and Switched Access Traffic and Transit Traffic associated with those NPA/NXX codes will continue to be billed in accordance with the provisions of Section VIII.C. When converting to MPB, if Carrier has NPA/NXX codes with more than a single rate center terminating to a given CLLI, Carrier must provide BellSouth with information stating which BellSouth rate center will be associated with NPA/NXX. If Carrier does not provide the rate center, BellSouth will determine the BellSouth rate center that will be applied to the CLLI. MPB is not available when the tandem at which the Parties have interconnected does not have the capability to measure actual traffic.

F. In a MPB environment, when Carrier utilizes services provided by BellSouth that are necessary to deliver certain types of calls (e.g. Local Number Portability queries and 800 Data Base queries), Carrier will be billed applicable charges as set forth in BellSouth's federal access tariffs. In the alternative, Carrier may perform the appropriate database queries prior to delivery of such traffic to BellSouth.

G. Participation in MPB is outside the reciprocal compensation requirements of this Agreement. Under MPB, Carrier will compensate BellSouth at the rate set forth in Section VIII.C. of this Agreement for Carrier originated Transit Traffic.

H. Exchange of records will begin no earlier than ninety days arrangements for Transit Traffic, Transit Traffic will be subject to only the \$.0024 per minute transit charge through August 31, 2005, and increasing to \$.003 for the remainder of the Agreement for such Transit Traffic ("Transit Charge") and Transit Third Party Termination Charges shall not apply. Notwithstanding, in the event Carrier utilizes BellSouth's network to deliver Transit Traffic to a Third Party Carrier that does not accept traffic from BellSouth as Transit Traffic and has not, or will not, agree to MPB arrangements with Carrier for such Transit Traffic, Carrier agrees to seek resolution through the appropriate regulatory agency. Any liability for Carrier's Transit Traffic terminated to such Third Party Carriers is the responsibility of Carrier. MPB as described in this Attachment C assumes Carrier will enter into interconnection or traffic exchange agreements with Third Party Carriers who terminate traffic originated by Carrier.

I. Notwithstanding anything to the contrary in this Attachment C, to the extent Carrier and BellSouth are parties to any settlement agreement relating to the exchange of Transit Traffic from Carrier to any independent telephone company, the Parties shall comply with the compensation provisions of such settlement agreement during the term thereof, as well as with any provisions of this Agreement that are not in conflict with such settlement agreement. Upon expiration of any such settlement agreement, the terms of this Attachment C and the compensation payable hereunder shall control.

**FIRST AMENDMENT
TO THE
INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
AND
RCC HOLDINGS, INC.
DATED JUNE 8, 2005**

Pursuant to this Agreement, (the "Amendment") RCC Holdings, Inc. and BellSouth Telecommunications, Inc., (BellSouth) hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 8, 2005.

WHEREAS, the Parties desire that the Interconnection Agreement be amended to modify Section H of Attachment C.

8

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

1. The Parties agree to delete Section H of Attachment C in its entirety and replace as follows:

H. Exchange of records will begin no earlier than ninety days from the later of the date the contract is signed or the date that all necessary information as defined in Section C of this Attachment is provided. Transit Traffic will be subject to only the \$.0024 per minute transit charge through August 31, 2005, and increasing to \$.003 for the remainder of the Agreement for such Transit Traffic ("Transit Charge") and Transit Third Party Termination Charges shall not apply. Notwithstanding, in the event Carrier utilizes BellSouth's network to deliver Transit Traffic to a Third Party Carrier that does not accept traffic from BellSouth as Transit Traffic and has not, or will not, agree to MPB arrangements with Carrier for such Transit Traffic, Carrier agrees to seek resolution through the appropriate regulatory agency. Any liability for Carrier's Transit Traffic terminated to such Third Party Carriers is the responsibility of Carrier. MPB as described in this Attachment C assumes Carrier will enter into interconnection or traffic exchange agreements with Third Party Carriers who terminate traffic originated by Carrier.

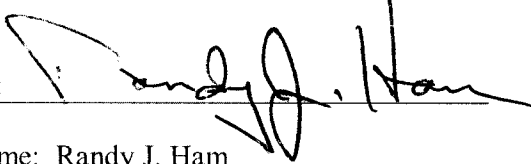
2 All of the other provisions of the Interconnection Agreement, dated June 8, 2005, shall remain in full force and effect.

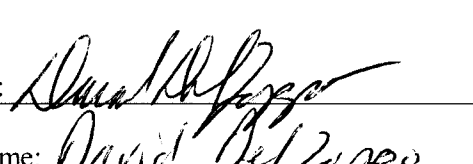
3. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

RCC Holdings, Inc.

By: 

By: 

Name: Randy J. Ham
Assistant Director,
Title: Wireless Interconnection

Name: David DeLuzo
Title: VP

Date: 07-28-05

Date: 7/12/05

AT&T Wholesale Amendment

AT&T Wholesale Amendment

**AMENDMENT TO THE AGREEMENT
BETWEEN
RURAL CELLULAR CORPORATION D/B/A VERIZON WIRELESS
AND
BELLSOUTH TELECOMMUNICATIONS, LLC**

This Amendment (“Amendment”) amends the June 8, 2005 Interconnection Agreement between BellSouth Telecommunications, LLC, a Georgia limited liability company (formerly named BellSouth Telecommunications, Inc.), d/b/a AT&T Alabama and AT&T Mississippi (collectively referred to herein as “AT&T ILECs”), and Rural Cellular Corporation, d/b/a Verizon Wireless, a Minnesota corporation, as successor-in-interest to RCC Holdings, Inc. (herein referred to as “RCC”), on behalf of itself and its wireless service provider affiliates, as listed on the signature page of this Amendment. The AT&T ILECs and RCC may be referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, the AT&T ILECs and RCC Holdings, Inc. are Parties to an Interconnection Agreement, under Sections 251 and 252 of the Telecommunications Act of 1996, for Commercial Mobile Radio Service (“CMRS”), effective June 8, 2005, and as subsequently amended (the “Agreement”); and

WHEREAS, as of August 7, 2008, Cellco Partnership, d/b/a Verizon Wireless, acquired RCC; and

WHEREAS, the Parties desire to amend the Agreement to substitute RCC, successor-in-interest to RCC Holdings, Inc., as a party to the Agreement, in place of RCC Holdings, Inc.; and

WHEREAS, the Parties desire to amend the Agreement to establish a multiple state composite Mobile Originated/Land Originated Ratio (“M/L Ratio”) for usage billing purposes; and

WHEREAS, the Parties desire to amend the Agreement to establish a Shared Facility Factor, pursuant to which the AT&T ILECs will compensate RCC for the AT&T ILEC’s use of the interconnection trunks and facilities that RCC leases from the AT&T ILECs; and,

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission (“FCC”) on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep for Local Traffic Minutes of Use exchanged between the Parties, effective July 1, 2012 and going forward.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the AT&T ILECs and RCC hereby agree to amend the Agreement as follows:

1. The foregoing recitals are hereby incorporated into this Amendment by this reference.
2. Section VI.A. Local Traffic Compensation shall be amended to say:

Effective July 1, 2012, the Parties shall implement bill-and-keep for Local Traffic Minutes of Use exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities, pursuant to the Report and Order and Further Notice of Proposed Rulemaking, issued by the FCC, on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189).

3. Effective July 1, 2012, the existing Attachment B-1 of the Agreement shall be replaced in its entirety by Amended Attachment B-1 attached to this amendment as Exhibit A.
4. Sections VI.A.1. and the first VI.A.2. of the Agreement shall be deleted and replaced in their entirety by the following Section VI.A.1.:
 - a. By mutual agreement, the Parties may establish a multiple state composite, i.e., one multi-state M/L Ratio, as opposed to state-specific M/L Ratios, using the sum of the AT&T ILECs’-originated/RCC-terminated and RCC-originated/AT&T ILEC-terminated IntraMTA Local Traffic for the AT&T ILEC states in which RCC is operating, and that will be applied to each state individually. The M/L Ratio reflects the percentage of RCC- originated Local Traffic to the total Local Traffic exchanged between the Parties (defined above and herein as “M-L”), and the percentage of



the AT&T ILEC- originated Local Traffic to the total Local Traffic exchanged between the Parties (defined herein as "L-M").

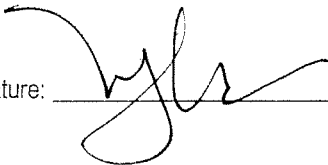
- b. Intermediary Traffic, i.e., transit traffic, shall not be used in the determination of the M/L Ratio.
 - c. Either Party may request that a traffic study be conducted to review the M/L Ratio. Such traffic study requests may be made no more frequently than every six (6) months, beginning with the Effective Date of this Amendment, with any newly agreed upon M/L Ratio being applied prospectively only, starting from the date of the written request for the review.
 - d. The Parties hereby agree to implement a multiple state composite M/L Ratio for RCC, and it shall be Sixty-Seven/Thirty-Three (67/33) (i.e., Sixty-Seven Percent (67%) M-L and Thirty-Three Percent (33%) L-M) to become effective on the Effective Date of this Amendment. The M/L Ratio developed pursuant to this Section is specific to RCC. Any other CMRS carrier adopting this Agreement must work jointly with the AT&T ILECs to calculate a M/L Ratio that is specific to such adopting CMRS carrier. Such M/L Ratio for the adopting CMRS carrier shall be applied prospectively from the date the M/L Ratio specific to the adopting CMRS carrier is approved by the applicable state commission. The M/L Ratio for the adopting CMRS carrier will be Eighty/Twenty (80/20) from the Agreement adoption effective date until the M/L Ratio specific to the adopting CMRS carrier is approved by the applicable state commission.
5. Section VI.B. Compensation for Facilities of the Agreement shall be deleted and replaced in its entirety by the following Section VI.B. Compensation For Facilities:
- a. Where RCC has leased trunks and facilities from the AT&T ILECs for interconnection between the Parties, RCC shall make such trunks and facilities available to the AT&T ILECs for the AT&T ILECs' use. If the AT&T ILECs elect to use such trunks and facilities to deliver AT&T ILEC-originated Local Traffic to RCC for termination, then the Parties agree that RCC will charge the AT&T ILECs for the AT&T ILECs' use of such trunks and facilities on a monthly basis as follows: To determine the monthly trunk and facility compensation owed by the AT&T ILECs to RCC, RCC shall apply a mutually agreed upon Shared Facility Factor ("SFF") to the recurring DS1 and below trunk and facility charges billed by the AT&T ILECs to RCC, that are associated with only the trunks and facilities used to transport AT&T ILEC-originated, RCC-terminated Local Traffic, billed to RCC by the AT&T ILECs.
 - b. The Shared Facility Factor can be developed on a state- by- state basis or a multiple state basis, as mutually agreed by the Parties, and shall be calculated by adding the Facility Use Factor plus the Facility Use Factor times the percent of DS3 charges to DS1 and below charges plus the Facility Use Factor times the percent of ring charges to DS1 and below charges, i.e., $SFF = \text{Facility Use Factor} + (\text{Facility Use Factor} \times (\text{DS3 charges/DS1 and below charges})) + (\text{Facility Use Factor} \times (\text{ring charges/DS1 and below charges}))$ rounded to a single decimal. The Facility Use Factor, used in the Shared Facility Factor calculation, shall be calculated by dividing the measured AT&T ILEC-originated, RCC-terminated Local Traffic Minutes of Use ("MOUs") by the total measured MOUs that transverse the trunks and facilities in both directions, including all Intermediary (Transit) Traffic, rounded to a single decimal.
 - c. Except for the Shared Facility Factor, as described herein, RCC shall not charge the AT&T ILECs for any other charges for the AT&T ILECs' use of the trunks and facilities leased by RCC.
 - d. A review of the Shared Facility Factor may be requested in writing by either Party, no more frequently than every six (6) months, beginning with the Effective Date of this Amendment. If such a review results in a change in the Shared Facility Factor, the new factor will be applied prospectively only, starting from the date of the written request for the review.
 - e. The Parties hereby agree to implement a multi-state Shared Facility Factor for RCC, and it shall be Fifteen Percent (15.0%), to become effective on the Effective Date of this Amendment. This Shared Facility Factor, and any other Shared Facility Factor developed pursuant to this Section, is specific to RCC. Any other CMRS carrier adopting the Agreement must work jointly with the AT&T ILECs to calculate a Shared Facility Factor that is specifically applicable

to such adopting CMRS carrier. Such Shared Facility Factor for the adopting CMRS carrier shall be applied prospectively from the date the Shared Facility Factor specific to the adopting CMRS carrier is approved by the applicable state commission. The Shared Facility Factor for the adopting CMRS carrier will be Eight Percent (8%) from the Agreement adoption effective date until the Shared Facility Factor specific to the adopting CMRS carrier is approved by the applicable state commission.

6. Attachment A of the Agreement shall be deleted and replaced with Amended Attachment A, which is incorporated herein by reference.
7. Change of Party:
 - a. The Agreement is hereby amended to reflect the deletion of "RCC Holdings, Inc." as a party to the Agreement, and the addition of "Rural Cellular Corporation," successor-in-interest to RCC Holdings, Inc., as a party to the Agreement.
 - b. AT&T ILECs shall reflect change in party from "RCC Holdings, Inc." to "Rural Cellular Corporation" only for the main billing account (header card) for each of the accounts previously billed to RCC Holdings. AT&T ILECs shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T ILECs' records with respect to those accounts, including the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, RCC affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by RCC Holdings with AT&T ILECs for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
 - c. Once this Amendment is effective, RCC shall operate with AT&T ILECs under the "Rural Cellular Corporation" name for those accounts. Such operation shall include, by way of example only, submitting orders under Rural Cellular, and labeling (including re-labeling) equipment and facilities with Rural Cellular.
 - d. RCC is responsible for paying normal applicable service order processing/administration charges and/or nonrecurring charges for each service order submitted by RCC, or by AT&T ILECs on behalf of RCC, for updating billing accounts and End User records.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall not modify or extend the Term of the underlying Agreement, but, rather, shall be coterminous with such Agreement.
11. This Amendment shall be filed with, and is subject to approval by, the appropriate State Commission(s) and shall become effective upon approval by such Commission(s) ("Amendment Effective Date").
12. Any CMRS carrier that adopts the Agreement after this Amendment's Effective Date shall be entitled to bill-and-keep on Local Traffic Minutes of Use exchanged between the Parties from the effective date of the adopting carrier's agreement, going forward, i.e., there shall be no retroactive application of bill-and-keep on Local Traffic Minutes of Use.
13. Each Party represents, covenants and warrants to the other Party that such Party has the sole right and exclusive authority to execute this Amendment on behalf of all entities that it is signing on behalf of and to carry out the terms and conditions hereof.

Rural Cellular Corporation, d/b/a Verizon Wireless
RCC Minnesota, Inc.

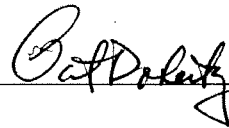
BellSouth Telecommunications, LLC d/b/a AT&T
Alabama and AT&T Mississippi by AT&T Services, Inc.,
their authorized agent

Signature: 

Name: Marjorie F. Hsu
(Print or Type)

Title: VP, Network Administration
(Print or Type)

Date: 21 MAY 2012

Signature: 

Name: Patrick Doherty
(Print or Type)

Title: Director - Regulatory
(Print or Type)

Date: 5-29-12

ACNA(s): RHD, RNW

OCN: 6710

Amended Attachment A

The following CMRS licensee(s) and associated market area(s) is/are subject to, and, to the extent necessary, is/are made party(ies) to the underlying interconnection agreement:

LICENSEE	MARKET NAME	ST	CALL SIGN	SERVICE
RCC Minnesota, Inc.	Alabama 3-Lamar	AL	KNKN716	CL
RCC Minnesota, Inc. Alabama 4-Bibb	AL	KNKN708	CL	
RCC Minnesota, Inc.	Alabama 5-Cleburne	AL	KNKQ444	CL
RCC Minnesota, Inc.	Alabama 7-Butler	AL	KNKQ378	CW
RCC Minnesota, Inc.	Dothan-Enterprise	AL	KNLG912	PCS
RCC Minnesota, Inc.	Dothan-Enterprise	AL	WPQK624	PCS
RCC Minnesota, Inc.	Montgomery	AL	WQAA804	PCS
Rural Cellular Corporation	Opelika-Auburn	AL	KNLH624	PCS
RCC Minnesota, Inc.	Columbus-Starkville	MS	KNLG613	PCS
RCC Minnesota, Inc.	Mississippi 1-Tunica	MS	KNKQ341	CL
RCC Minnesota, Inc.	Mississippi 3-Bolivar	MS	KNKN638	CL
RCC Minnesota, Inc.	Mississippi 4-Yalobusha	MS	KNKQ345	CL
RCC Minnesota, Inc.	Tupelo-Corinth	MS	WPQK663	PCS
RCC Minnesota, Inc.	Memphis (Columbus & Meridian, MS BTAs)	TN/MS	WPZS605	PCS
RCC Minnesota, Inc.	Memphis (Columbus, MS BTA)	TN/MS	WPZS606	PCS

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	AL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	AL	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2B				\$0.00			MOU
W2	MS	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU
W2	MS	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - MF		MRSSD		\$0.00			\$/DSO Trunk
W2	MS	Local Interconnection (Call Transport and Termination)	Type 2B Surrogate Usage Rates - Mobile originated IntraMTA traffic over Type 2B trunks - SS7		MRSSE		\$0.00			\$/DSO Trunk