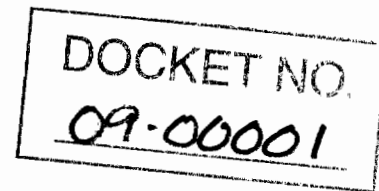




PAID T.R.A.	
Chk #	5275
Amount	25.00
Payd By	TS
To	1/6/09

December 30, 2008

Tennessee Regulatory Authority  
Attn: Sharla Dillon  
460 James Robertson Parkway  
Nashville, TN 37243-0505



RE: Wireless Interconnection Agreement

Dear Ms. Dillon:

Please consider this request as a petition for approval of the aforementioned Interconnection Agreement. Enclosed are the original and four (4) copies of the executed Local Traffic Exchange Agreement between Ben Lomand Rural Telephone Cooperative, Inc and Advantage Cellular Systems, Inc., d/b/a DTC Wireless. Additionally, we have attached the \$25.00 filing fee as required.

If you should have any questions or need additional information please contact me at 615-464-2303.

Respectfully,

A handwritten signature in cursive script, appearing to read 'Leslie Greer'.

Leslie Greer  
CEO

Enclosures

WIRELESS INTERCONNECTION  
AGREEMENT

BETWEEN

Ben Lomand Rural Telephone Coop, Inc

AND

Advantage Cellular Systems, Inc.

## ARTICLE I

### 1. INTRODUCTION

This Wireless Interconnection Agreement ("Agreement") is entered into by and between Ben Lomand Rural Telephone Coop, Inc. ("BLT") with offices at 311 North Chancery Street P.O Box 670 McMinnville TN and Advantage Cellular Systems, Inc. ("ACSI") with offices at 111 High Street Alexandria, TN, and is likewise applicable to any of their respective subsidiaries.

### 2. RECITALS

WHEREAS, BLT is a an authorized incumbent Local Exchange Carrier in the State of Tennessee;

WHEREAS, ACSI is a FCC-licensed Commercial Mobile Radio Service provider within the State of Tennessee;

WHEREAS, the Parties wish to put in place a voluntary arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic consistent with Section 251(b)(5) of the Telecommunications Act of 1996.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BLT and ACSI hereby agree as follows:

## ARTICLE II

### 1. DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this Agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" means 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 paragraph, the term "own" means to own an equity interest (or the

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equivalent thereof) of more than 10 percent.

1.3 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switch" is a switch in which the subscriber station loops are terminated for connection to trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

(b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a host office. Local switching capabilities may be resident in a Remote End Office Switch.

(c) "Host Office Switch" is a switch with centralized control over the functions of one or more remote end office switches. A host office switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.

(d) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from host or end offices to and from an interexchange carrier. A Tandem Office Switch can provide host office or end office switching functions as well as the tandem functions.

(e) "Mobile Switching Center" or "MSC" means a CMRS Provider's facilities and related equipment used to route, transport and switch commercial mobile radio service traffic to and from and among its end Users and other telecommunications carriers.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.4 "Commercial Mobile Radio Services" or "CMRS" means Commercial Mobile Radio Services as defined in 47 CFR Part 20.

1.5 "Commission" means the Tennessee Regulatory Authority.

1.6 "EAS Service Area" means a group of two or more exchanges, as defined in BLT's then current General Subscriber Service Tariff, among which a BLT Customer may make landline-to-landline calls without incurring a toll charge.

1.7 "Effective Date" is as defined herein.

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1.8 "FCC" means the Federal Communications Commission.

1.9 "Interconnection" for purposes of this Agreement is the direct or indirect linking of BLT and ACSI networks for the exchange of telecommunications traffic described in this Agreement.

1.10 "Interconnection Point" or "POI" means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection.

1.11 "Interexchange Carrier" or "IXC" means a carrier that is providing interexchange service."

1.12 "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area.

1.13 "Local Access and Transport Area" or "LATA" means a contiguous geographic area:

(a) Established before February 8, 1996, by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or

(b) Established or modified by a Bell operating company after February 8, 1996, and approved by the Commission.

1.14 "Subject Traffic" is defined for all purposes under this Agreement as Telecommunications Traffic that (a) is originated by a customer of one Party on that Party's network, (b) terminates to a customer of the other Party on the other Party's network within the same Major Trading Area (MTA), and (c) may be handled pursuant to an agreement between the originating Party and a carrier which performs only a transiting function for the originating Party in lieu of a direct connection between the Parties. For landline-originated traffic, Subject Traffic is limited to calls to NPA/NXXs within BLT customers' local or EAS calling scope. For purposes of determining originating and terminating points of a call on the ACSI's network under this agreement, the originating or terminating cell site locations will be used as the point of call origination and termination, respectively. The originating or terminating point of a call for BLT shall be the End Office Switch serving the calling or called party.

1.15 "Local Exchange Carrier" or "LEC" means any person that is engaged in the provision of telephone exchange service or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under section 332(c) of this title, except to the extent that the Federal

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Communications Commission finds that such service should be included in the definition of such term.

1.16 "Major Trading Area" or "MTA" has the meaning given to the term in 47 CFR Section 24.202(A).

1.17 "Mobile service" is as defined by the FCC.

1.18 "Inter-MTA Traffic" means all traffic which originates in one MTA and terminates in another MTA.

1.19 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX.).

1.20 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.

1.21 "Party" means either BLT or ACSI,, or any of their respective subsidiary companies, and "Parties" means BLT and ACSI, and any of their respective subsidiary companies.

1.22 "Reciprocal Compensation" means an arrangement between two carriers in which each receives the same compensation from the other carrier for the Transport and Termination on each carrier's network of Subject Traffic that originates on the network facilities of the other carrier.

1.23 "Telecommunications Traffic" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

1.24 "Telecommunications Act" means the Communications Act of 1934, as amended.

1.25 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)). A telecommunications carrier shall be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

1.26 "Termination" means the switching of Subject Traffic at the terminating

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carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

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1.27 "Transport" means the transmission and any necessary tandem switching of Subject Traffic subject to Section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

## 2. INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits, Appendices and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

## 3. SCOPE

3.1 This agreement applies to all Subject Traffic originated by the end user subscribers of one Party and terminated to end-user subscribers of the other Party which is delivered over facilities owned or controlled by the Parties which directly interconnect the Parties. Subject Traffic is subject to only the Reciprocal Compensation charges contained in Appendix A of this Agreement.

3.2 This Agreement is intended, inter alia, to describe and enable specific Interconnection/Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement relates to exchange of traffic between BLT and ACSI, BLT's NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") for Operating Company Number ("OCN") listed in Appendix A of this Agreement. ACSI's NXXs are listed in LERG for OCNs 6935 in the State of Tennessee.

3.3 This Agreement is limited to exchange of BLT local exchange end-user customers' traffic for which BLT has tariff authority to carry. This Agreement is further limited to exchange of ACSI end user customers' traffic to which ACSI provides service on a two-way wireless, mobile basis.

3.4 This Agreement does not cover the exchange of traffic for one-way Mobile services such as paging, if provided by ACSI. Should ACSI desire to establish interconnection agreement with BLT for such services, BLT will engage in bona fide negotiations with ACSI to establish an interconnection and compensation agreement for



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said one-way mobile services. This Agreement does not cover the transmission by ACSI of any traffic that does not originate on its network, and ACSI will not deliver to BLT, over the interconnection facilities established pursuant to this Agreement, any traffic that does not originate on the network of ACSI.

#### 4. SERVICE AGREEMENT

This Section describes the network architecture with which the Parties to this Agreement may interconnect their respective networks for exchange of Subject Traffic where the type of interconnection requested is reasonably available.

4.1 Interconnection Facilities. The Parties agree to the following interconnection options:

4.1.1 Interconnection facilities with a trunk side connection between BLT's Tandem Office Switch and ACSI's point of presence within the wire center boundary of the tandem switch, with the POI designated at the BLT's Tandem Office Switch.

4.1.2 Facility Charges: The Parties shall provide each other a written forecast of projected mobile-to-land or land-to-mobile usage for each POI when significant changes in traffic patterns are anticipated. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic. Recurring charges will be billed by BLT to ACSI for the interconnection facilities provided by BLT within BLT's incumbent service area.

#### 4.2 Facility Locations

4.2.1 Technical Feasibility: ACSI may interconnect with BLT's network at the POI agreed upon by the Parties. The Parties acknowledge for purposes of this requirement that the location(s) listed in Appendix A of this Agreement will be used as the POI for the delivery of traffic between the Parties.

4.2.2 Incumbent-LEC Requirement: The Parties acknowledge that the terms and conditions specified in this Agreement do not apply to the provision of services or facilities by BLT in those areas where BLT is not operating as the incumbent LEC.

4.2.3 Technical Requirements and Standards: Each Party will provide the services in this Agreement to the other Party at a standard at least equal in quality and performance to that which the Party provides itself and others. Either Party may request, and the other Party may provide, to the extent technically feasible and at the option of the providing Party, services that are superior in quality than the providing Party provides to itself, provided, however, that such services shall be considered special requests and such service may be subject to additional charges, and will be

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handled on a case-by-case basis.

4.2.4 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise provided, neither Party shall modify its network to the extent such modification will disrupt or degrade the other Party's use of the network. Each Party will provide the other Party with no less than ninety (90) days prior written notice, of any such modifications to its network, which it believes will materially impact the other Party's service. Each Party will be solely responsible, at its own expense, for the overall design of its telecommunications services and for any redesigning or rearrangement of its telecommunications services which may be required as a consequence of this Agreement, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.

#### 4.3 Transmission and Routing of Traffic

This Section provides the terms and conditions for the exchange of traffic between the Parties' respective networks for the transmission and routing by the Parties of Telecommunications.

4.3.1 Directly Interconnected: Each Party shall be responsible for the delivery of Subject Traffic from its network to the POI established between the Parties for the Transport and Termination of such traffic by the terminating Party to its end users, as appropriate.

4.3.2 If ACSI chooses to use BLT's services or facilities not otherwise covered under this Agreement, then appropriate tariff rates will apply.

#### 4.4 Transiting Traffic

The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks only, and that neither Party shall act as a transiting party for traffic originating with or terminating to any other third party provider for traffic exchanged over the interconnection facilities established pursuant to this Agreement.

### 5. COMPENSATION

#### 5.1 Traffic Subject to Reciprocal Compensation

Reciprocal Compensation applies to the Transport and Termination of one Party's Subject Traffic by another Party over the direct interconnection arrangements as described in Section 4.0. The rate for Reciprocal Compensation is listed in Appendix A

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to this Agreement.

5.2 Direct Billing.

5.2.1 The Parties shall pay each other for all undisputed charges in accordance with the rates set forth in Appendix A of this Agreement. Such payments are to be made within thirty (30) days from the date of receipt of the billing statement.

5.2.2 The Parties shall pay a late charge on any undisputed charges, which are not paid within the 30-day period. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law.

5.2.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within sixty (60) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-Paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Tennessee's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default.

5.2.4 All charges will be billed within twelve (12) months from the time the charge was incurred; previously unbilled charges more than twelve (12) months old shall not be billed by either Party, and shall not be payable by either Party.

5.3 Calculation of Payments and Billing.

5.3.1 ACSI will compensate BLT for Subject Traffic delivered to BLT for termination to its customers, as prescribed and at the rates provided in Sections 5.1 preceding. BLT will compensate ACSI for Subject Traffic delivered to ACSI for termination to its customers, as prescribed and at the rates provided in Sections 5.1 preceding.

5.3.2 BLT shall prepare a monthly billing statement to ACSI which will reflect the calculation of Reciprocal Compensation due BLT. All traffic originating from ACSI and terminating to BLT's network and delivered over the interconnection facilities established pursuant to this Agreement shall be actually computed by ACSI and used for billing to ACSI ("BLT Calculated Terminating Usage"). The Parties agree that the

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default percentages for landline to wireless and wireless to landline as set forth in Section 1.0 of Appendix A shall be used by ACSI to calculate the amount of traffic originated by BLT and delivered to ACSI over the facilities established pursuant to this Agreement **only** in the event the actual traffic cannot be identified and it will not be applicable to facilities/circuits. This calculation will be applied to the BLT Calculated Terminating Usage. ACSI will prepare a monthly bill based on this calculation (actual originating minutes from ACSI to BLT) and issue a bill to BLT.

5.3.3 For purposes of this Agreement, the Parties agree to a 3% Inter-MTA Traffic factor for Inter-MTA Traffic. Therefore, all traffic under this Agreement exchanged between the Parties will be treated as Subject Traffic.

5.3.4 Each party may request to inspect, upon sixty (60) days prior written notice, during normal business hours, the actual records, which are the basis for any monthly bill issued by the other Party and to request copies thereof provided that the requested records do not exceed six (6) months in age from the date the monthly bill containing said record information was issued. Audit requests shall not be submitted more frequently than one (1) time per calendar year.

5.4 For the direct facilities described in Section 4.1.1 of this Agreement, BLT shall charge ACSI recurring charges as set forth in Appendix A, Section 3.0. For purposes of this Agreement, the facility charges to ACSI shall **not** be reduced by the percentage of Landline to Wireless traffic as set forth in Appendix A, Section 1.0.

## 6. NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

## 7. GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format, and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this

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provision.

7.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

7.3 Each Party is responsible for administering NXX codes assigned to it.

7.4 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identifier ("CLLI") assigned to its switches.

7.5 SS7 Out of Band Signaling shall be the signaling of choice for interconnection preference for the Parties when technically feasible. Use of a third-party provider(s) of SS7 functionality for SS7 signaling between Advantage Communications and BLT is permitted.

7.6 Each Party shall be responsible for its own independent connections to the 911/E911 network.

## 8.0 TERM AND TERMINATION

8.1 This Agreement will become effective upon approval by the Commission, or if the Commission does not act to approve or reject this Agreement within 90 days after the Parties submit this Agreement to the Commission, then the submitted Agreement shall be deemed approved on the ninety-first (91) day after the date the Agreement is submitted to the Commission. The initial term of this Agreement shall be two (2) years from the effective date. This Agreement shall continue in force and effect for successive six-month periods, unless, not less than sixty (60) days prior to the end of the term or any renewal term, either Party notifies the other Party in writing of its intent to terminate this Agreement.

8.2 Upon termination or expiration of this Agreement in accordance with this Section:

(a) Each Party shall comply immediately with its obligations as set forth above;

(b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;

(c) Each Party's indemnification and confidentiality obligations shall survive termination or expiration of this Agreement.

8.3 Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies

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the defaulting Party in writing of the alleged default and the defaulting Party does not correct the alleged default within thirty (30) days after receipt of written notice thereof.

8.4 If prior to expiration or termination of this Agreement either Party requests the negotiation of a successor agreement, then upon approval of the successor agreement this Agreement shall terminate. If the Parties are unable to negotiate a successor agreement within the statutory time frame set for negotiations under the Act, then either Party has the right to submit this matter to the Commission for resolution pursuant to the statutory rules for arbitration under the Act. In no case will the existing agreement continue to be effective beyond the statutory time period allowed for the Commission to resolve a new agreement.

9. CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10. NON-SEVERABILITY

10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

10.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

11. INDEMNIFICATION

11.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

(a) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

(b) claims for infringement of patents or infringement of copyrights arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or

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employees, shall be liable to the other for Consequential Damages (as defined in Section 12.3).

11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

(a) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

(b) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(c) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

## 12. LIMITATION OF LIABILITY

12.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of negligence or willful misconduct.

12.2 Except as otherwise provided in Section 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of negligence or willful misconduct.

12.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages, except in the case of gross negligence or willful misconduct.

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### 13. REGULATORY APPROVAL

13.1 The Parties understand and agree that this Agreement will be filed with the Commission. Each Party covenants and agrees to fully support approval of this Agreement by the Commission without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

13.2 The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

### 14. PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules) which require changes to be made to this agreement, either Party may, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

### 15. MISCELLANEOUS

#### 15.1 Authorization

15.1.1 BLT is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

15.1.2 ACSI is a corporation duly incorporated in Tennessee, validly



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existing and in good standing under the laws of the State of Tennessee and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

15.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

15.3 Independent Contractors. Neither this Agreement, nor any actions taken by ACSI or BLT in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between ACSI and BLT, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by ACSI or BLT in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between ACSI and BLT end users or others.

15.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated, without liability, and shall resume once the Force Majeure Event ends.

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### 15.5 Confidentiality

15.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement, whether verbally or in writing, ("Proprietary Information") shall be deemed confidential property of the Disclosing Party. Commencing on the Effective Date and continuing during and after the termination or expiration of this Agreement, each Party shall be fully responsible for any unauthorized use and disclosure of, and access to, the other Party's Proprietary Information. Accordingly, each Party shall employ administrative, physical, and technical safeguards that prevent such unauthorized access, disclosure, and use ("Safeguards"). Without limiting the foregoing, each Party shall at a minimum employ best industry practice to implement Safeguards to protect the other Party's Proprietary Information, whether "at rest" or in transport. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 15.5.2 of this Agreement.

15.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure, unless such notice is prohibited by a court order or governmental authority. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

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15.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

15.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Tennessee without reference to conflict of law provisions.

15.7 Taxes. The parties shall comply with all federal, state, and local tax laws applicable to transactions occurring under this Agreement. Each Party shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees, or surcharges levied against or upon such Party. The Providing Party will separately state all taxable and nontaxable charges on the original invoice for goods or services provided under this Agreement. The Providing Party will separately state all taxes, fees, or surcharges on the original invoice for goods or services provided under this Agreement. All purchases under this Agreement are for services to be utilized in the provision of retail end user telecommunications services provided by the Purchasing Party in the ordinary course of Purchasing Party's business. Purchasing Party shall furnish the Providing Party a proper tax exemption certificate or other documentation to Providing Party upon request as may be applicable to the purchases under this Agreement.

15.8 Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

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15.9 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

15.10 Notices.

15.10.1 Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; or (iii) mailed, certified mail, return receipt requested to the following addresses of the Parties:

To: ACSI  
Advantage Cellular Systems, Inc.  
Les Greer  
Chief Executive Officer  
Alexandria, TN 37012

To: BLT  
Ben Lomand Telephone Coop, Inc.  
Levoy Knowles  
Chief Executive Officer  
McMinnville, TN 37111

With Copy to :  
Mr. Keith W. Blair, Esq.  
406 W. Public Square  
Smithville, TN 37166

Mr. Barry Medley, Esq.  
365 W. Main St.  
McMinnville, TN 37110

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; or (iii) three (3) days after mailing in the case of certified U.S. mail.

15.10.2 In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24-Hour Network Management Contact:

For BLT:  
NOC/Repair Contact Number

931-668-4131

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For ACSI:

NOC/Repair Contact Number: 615-464-6089

15.10.3 Before either party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other party shall use its best efforts to expedite the clearance of trouble

15.10.4 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist: (a) No trouble is found in the interconnection trunks; (b) The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or (c) Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits. If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled. Billing for maintenance service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in BLT's interstate access tariff.

15.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

15.12 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

15.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. 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, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party

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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.

15.14 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

15.15 Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

15.16 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

## 16.0 DISPUTE RESOLUTION

16.1 Except as provided under § 252 of the Act, the Parties desire to resolve any controversy or claim (a "Dispute") arising out of or relating to this Agreement without, to the extent possible, litigation. Accordingly, the Parties agree to use the following dispute resolution procedures with respect to any Dispute arising out of or relating to this Agreement or its breach.

16.2 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such Dispute, to meet and negotiate in good faith to resolve any Dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute

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resolution procedures such as a mutually acceptable mediator to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties.

**16.3 Formal Dispute Resolution.** If informal negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to the Act, other laws, equity or agency mechanisms; provided, that upon voluntary mutual agreement of the Parties such disputes may also be submitted to either the American Arbitration Association ("AAA") or any other mutually agreed to arbitrator with adequate telecommunications experience. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fee, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in a mutually agreed upon location.

**16.4 Continuous Service.** The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations including making payments in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

**ADVANTAGE CELLULAR  
SYSTEMS, INC.**

**BEN LOMAND Rural Telephone Coop,  
INC.**

By: Leslie Greer

By: Levy Knowles

Printed: Leslie Greer

Printed: Levy Knowles

Title: CEO

Title: CEO

## Appendix A

1.0 Traffic Factors for Shared Facilities

Where direct interconnection facilities are used for two-way traffic exchange between the Parties, the recurring charges for such facilities provided and billed by BLT to ACSI shall be reduced by an agreed upon percentage representing the estimated Subject Traffic exchanged between the Parties over such facilities that originate on BLT's network by BLT's customers. This percentage is referred to as the Traffic Factor and shall be applied in accordance with the circumstances set forth in Sections 5.3.2 of this Agreement. The Parties agree that the Traffic Factor shall remain in effect for the term of this Agreement.

a. Landline to Wireless: 45%

b. Wireless to Landline: 55%

2.0 Traffic Subject to Reciprocal Compensation

Reciprocal Compensation applies to the Transport and Termination of one Party's Subject Traffic by another Party over direct interconnection arrangements as described in Section 4.0 of this Agreement. The rate for Reciprocal Compensation is:

\$ .01500 PER TERMINATING MINUTE OF USE

3.0 Rate for Interconnection Facilities

ACSI will order special access facilities from BLT for interconnection at the BLT tandem switching office operated by BLT in McMinnville (MMRLTNXA94T) and BLT will charge ACSI for those facilities provided by Ben Lomand Telephone Cooperative, Inc. BLT's charges for the interconnection facilities will be at the rates specified in BLT's applicable special access tariffs and will be billed as described in Appendix A, Section 1.0 above.

**ADVANTAGE CELLULAR SYSTEMS,  
INC.**

**BEN LOMAND Rural Telephone Coop,  
INC.**

By: Leslie Greer

By: Leroy Knowles

Printed: Leslie Greer

Printed: Leroy Knowles

Title: CEO

Title: CEO

Date: December 30, 2008