

12-00147



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December 6, 2012

John Hutton
Tennessee Regulatory Authority
460 James Robertson Pkwy.
Nashville, TN 37243

RECEIVED
2012 DEC -6 PM 2:29
TRA DOCKET ROOM

re: *Approval of the Interconnection Agreement Negotiated by and between Millington Telephone Company, Inc. and New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service affiliates, d/b/a AT&T Mobility, Pursuant to Sections 251(a) and 251(b)(5) of the Telecommunications Act of 1996*

Dear John:

Enclosed for filing is a copy of the Interconnection Agreement negotiated by and between Millington Telephone Company, Inc. ("Millington") and New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service affiliates, d/b/a AT&T Mobility ("AT&T Mobility").

When this Interconnection Agreement was executed, it was inadvertently not filed with the Tennessee Regulatory Authority ("TRA"). Therefore, as we discussed, please file this Agreement in lieu of the Amendment recently submitted for approval and which was assigned Docket No. 12-00147. Once this Agreement is approved by the TRA, the Amendment will be re-submitted.

Both Parties respectfully request that the filed Agreement be reviewed and considered for approval at the Authority's earliest convenience.

John Staurulakis, Inc. is filing the enclosed Agreement on behalf of Millington and would appreciate that you file the same and return the extra copy stamped "filed" in the enclosed self-addressed, stamped envelope provided.

Thank you for your assistance in this matter.

Sincerely,

Mark A. Ozanick, Staff Consultant - Regulatory & Policy
John Staurulakis, Inc.

Headquarters: 7852 Walker Drive, Suite 200
Belt, MD 20770
phone: 301-459-7590, fax: 301-577-5575

Eagandale Corporate Center, Suite 310
1380 Corporate Center Curve, Eagan, MN 55121
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547 South Oakview Lane
Bountiful, UT 84010
phone: 801-294-4576, fax: 801-294-5121

**INTERCONNECTION
AGREEMENT
BETWEEN
MILLINGTON TELEPHONE COMPANY, INC.
AND
NEW CINGULAR WIRELESS PCS, LLC**

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THIS AGREEMENT (the "Agreement") is made by and between Millington Telephone Company, Inc. ("Company"), an Incumbent Local Exchange Carrier ("ILEC") certificated in the State of Tennessee, (the "State"), on behalf of itself and its ILEC affiliates, if any, in the State, and New Cingular Wireless PCS, LLC, a Delaware limited liability company on behalf of itself and its Commercial Mobile Radio Service ("CMRS") operating affiliates in the State, d/b/a AT&T Mobility ("AT&T Mobility"), and shall be deemed effective August 1, 2011. ("Effective Date"). This Agreement may refer to either Company or AT&T Mobility as a "Party" or collectively as the "Parties."

In consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GENERAL

- A. Company is authorized to provide telecommunications services in the state of Tennessee (the "State").
- B. AT&T Mobility is a CMRS provider licensed by the Federal Communications Commission ("FCC") to provide CMRS in the State.
- C. Company will file this executed Agreement for approval with the State Public Service Commission.
- D. The Parties enter into this Agreement 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.
- E. This Agreement establishes the methodology for the exchange of and compensation for traffic originated on the networks of either AT&T Mobility or Company and exchanged indirectly via a third-Party network or directly via direct interconnection trunks in the State. This Agreement also establishes the methodology for the exchange of and compensation for traffic originated on the network of a third-party carrier that transits Company's network and is delivered by Company to AT&T Mobility for termination.
- F. This Agreement supersedes and terminates all previous agreements, both written and oral, between Company (including those of any of its ILEC Affiliates operating in the State, and AT&T Mobility (including any of its CMRS operating Affiliates) governing the exchange of local traffic between a local exchange carrier and a CMRS carrier.

2. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section:

- A. "Act" -- The Communications Act of 1934 (47 U.S.C. § 151 *et. seq.*) as amended, including without limitation by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission (the "FCC").
- B. "Affiliate" -- a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have an equity interest (or the equivalent thereof) of equal to or more than 10 percent.
- C. "CMRS" -- Commercial Mobile Radio Service as defined in 47 C.F.R. § 20.3.
- D. "InterMTA Traffic" -- telecommunications traffic that 1) originates on one Party's network, 2) terminates on the other Party's network, 3) is either transited over the network of a third Party or is terminated directly between the Parties, and 4) at the beginning of the call originates and terminates in different MTAs.
- E. "Local Traffic" -- telecommunications traffic for which reciprocal compensation is required by section 251 of the Act that 1) originates on one Party's network, 2) terminates on the other Party's network, 3) is either transited over the network of a third Party or is terminated directly between the Parties, and 4) at the beginning of the call originates and terminates within the same MTA.
- F. "MTA" -- Major Trading Area as defined in 47 C.F.R. § 24.202(a).

3. TERM OF AGREEMENT

- A. The Initial Term of this Agreement shall be two (2) years, beginning on the Effective Date.
- B. Absent the receipt by a Party of written notice from the other Party at least ninety (90) days prior to the expiration of the Initial Term to the effect that such Party does not intend to extend the Initial Term of this Agreement, this Agreement shall automatically renew and remain in full force and effect on and after the expiration of the Initial Term.
- C. If pursuant to Section 3B, above, this Agreement continues in full force and effect after the expiration of the Initial Term, either Party may terminate this Agreement ninety (90) days after delivering written notice to the other Party of its intention to terminate this Agreement.
- D. In the event of default, the non-defaulting Party may terminate this Agreement provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days after written notice thereof. Default is defined to include:

(1) A Party's insolvency or initiation of bankruptcy or receivership proceedings by or against the Party; or

(2) A Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

E. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

F. If upon termination of this Agreement other than pursuant to Section 2D above, the Parties are negotiating a successor agreement, during such negotiation period each Party shall continue to perform its obligations and provide the services described herein under this Agreement until such time as the successor agreement becomes effective. The Parties expressly agree that the rates, terms, and conditions of the successor agreement shall be retroactive back to the date of termination of this Agreement, such that all payments made from the date of termination of this Agreement to the effective date of the successor agreement shall be true-up to comply with the rates, terms and conditions of the successor agreement.

4. COMPENSATION

A. This section applies only to traffic originating on one Party's network and terminating on the other Party's network.

B. The Parties represent that they are currently not sending and will not send interMTA traffic to each other through the Parties' networks. Therefore, all traffic exchanged between the Parties will be treated as Local Traffic. If one Party should send to the other Party any InterMTA Traffic for termination (regardless of the carrier of origin), the originating Party shall pay the terminating Party \$0.015 per minute of use for the termination of such InterMTA Traffic. The originating Party's obligation to pay such compensation shall be retroactive back to the Effective Date.

C. Each Party will pay the other for terminating Local Traffic on the other's network pursuant to the reciprocal compensation rate set forth in Exhibit 1 to this Agreement. Charges for terminating Local Traffic originated on Company's or AT&T Mobility's network will be based upon accumulated conversation minutes, whole and partial, measured from receipt of answer supervision to receipt of disconnect supervision and rounded up to the next whole minute at the close of the billing period. Company will bill AT&T Mobility for traffic originating on AT&T Mobility's network, using actual mobile-to-land traffic recorded on Company's switches. When AT&T Mobility uses a third party's tandem and/or transit service to send traffic to Company, Company may use measurements provided by the third party to determine AT&T Mobility's traffic volume.

AT&T Mobility will bill Company for traffic originating on Company's network, using the following traffic ratios and formula:

- (1) Determine AT&T Mobility MOUs terminated by Company (wireless to landline)
- (2) Divide MOUs from (1) by Mobile-to-Land factor (listed in Exhibit 1 to this Agreement)
- (3) Multiply MOUs result in (2) by Land-to-Mobile factor (listed in Exhibit 1 to this Agreement)
- (4) Multiply MOUs result in (3) by local interconnection rate (listed in Exhibit 1 to this Agreement)

AT&T Mobility will bill Company the result in (4).

D. AT&T Mobility shall have no liability to Company or obligation to pay any form of compensation to Company for traffic originated by AT&T Mobility's subscribers and dialed to a number assigned to Company, if such call is routed by Company to a third-party carrier (regardless of the method of routing) for termination, including but not limited to calls involving a "second dial tone."

5. METHODS OF INTERCONNECTION

A. The Parties agree to establish two-way, direct interconnection trunks between their networks. Applicable non-recurring and recurring charges for such facilities will be shared by the Parties based upon the Local Traffic ratio percentages shown in Exhibit 1 attached hereto.

6. Billing

A. Charges and Payment

- (1) In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in Exhibit I and as calculated in Section 4 of this Agreement.
- (2) The Parties shall pay invoices within forty-five (45) days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day. Invoices shall be sent to:

Company Billing Contact:

David Espinosa
P.O.Box429
Millington, TN 38083-0429

AT&T Mobility:

C/O TEOCO
12150 Monument Drive
Suite 700
Fairfax, VA 22033
(in "RE" space put "Xtrak")

or such other address as the Parties may designate to one another on at least thirty (30) days prior written notice.

(3) Billed amounts which are being investigated, queried, or for which claims have been or may be filed, are not due for payment until such investigations, claims, or queries have been resolved. On the other hand, a Party may choose to pay a disputed amount without waiving its right to raise the dispute. Disputed amounts will not be paid into an escrow account. If the billing dispute is finally resolved in favor of the billing Party, and if the disputing party chose not to pay the disputed amount, the disputing Party shall pay late payment charges (pursuant to the immediately following paragraph) accruing from the date payment was originally due. If the billing dispute is finally resolved in favor of the disputing Party, and if the disputing Party chose to pay the disputed amount, the billing Party shall pay late payment charges accruing from the date payment was made.

(4) The Parties will assess late payment charges to each other in accordance with the applicable tariff or, if there is no tariff, the billing Party will assess a late payment charge equal to one-half per cent (1/2%) per month of the balance due, until the amount due, including late payment charges, is paid in full.

(5) All charges under this agreement shall be billed within one (1) year from the time the charge was incurred; previously unbilled charges more than one (1) year from the time the charge was incurred shall not be billed by either Party, and shall not be payable by either Party. Nothing in this subsection shall affect the right of AT&T Mobility to contest inaccurate invoices to the extent provided under law.

(6) If no previous interconnection agreement exists between the Parties, there shall be no liability or billing for services otherwise subject to this agreement but provided prior to the Effective Date of this agreement. If a previous interconnection agreement exists between the Parties, then the terms and conditions of this Agreement shall relate back to the date of termination of the previous agreement, and the Parties shall true-up all payments made from the date of termination of the previous agreement to the Effective Date of this Agreement.

(7) Invoices between the parties shall be clearly organized and charges must be accompanied by a brief, clear, non-misleading description of the service or services rendered including the minutes of use, the rate applied, and whether the

charge is for facilities or usage. Invoices not complying with this section shall not be paid until re-issued in the proper format.

7. ACCESS TO 911/E911 EMERGENCY NETWORK

- A. Access to 911/E911 is not provided under this Agreement.

8. SS7

A. Company will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent Company provides ANSI optional parameters for its own use, Company shall provide the same to AT&T Mobility for AT&T Mobility's review.

B. Where available, Company agrees to provide carrier identification parameter (CIP) within AT&T Mobility's SS7 call set-up signaling protocol at no charge.

C. Company shall support intercompany 64 Kbps clear channel where it provides such capability to its end users.

D. The Parties will cooperate in the exchange of TCAP messages to facilitate full inter-operability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users.

9. 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. Company will provide written notice to AT&T Mobility 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.

(1) Each Party shall provide to the other's surveillance management center a twenty-four (24)-hour contact number for network traffic management issues. A fax number and email address must also be provided to facilitate event notifications for planned mass calling events.

B. Neither Party will charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial

reconfiguration of either Party's network interconnection arrangement contained in this Agreement.

C. The Parties will provide Common Channel Signaling (CCS) information to one another for all exchanged traffic. All CCS signaling parameters will be provided. 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.

D. 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.

E. Company will process AT&T Mobility maintenance requests at no less than parity with the manner in which Company processes its own maintenance requests or maintenance requests of its affiliates.

F. In the case of direct interconnection, each Party is responsible for the transport of originating calls from its network to the relevant, mutually agreed upon point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

10. LOCAL NUMBER PORTABILITY

A. Requirements for LNP:

(1) The Parties shall provide to each other, on a reciprocal basis, number portability in accordance with requirements of the Act and FCC Rules and Orders.

(2) The Parties shall follow industry guidelines, including but not limited to North American Numbering Council (NANC) Inter Service Provider Operations Flows, located on the Number Portability Administration Center's (NPAC) website, regarding LNP for all aspects of number portability, including the time frames for providing porting services to one another.

(3) When a ported telephone number becomes vacant (e.g., the telephone number is no longer in service with the original End User); the ported telephone number will be released back to the carrier owning the switch (after aging if any) in which the telephone number's NXX-X is native.

(4) Each Party shall be responsible for their own End User's other Telecommunications related services and features (e.g. E911, Directory Listings, Operator Services), once that Party has ported the End User's telephone number to the Party's switch.

B. Certain types of numbers, including but not limited to the following types, shall not be ported:

- (1) Official Communications Services NXXs;
- (2) 555, 950, 956, 976 and 900 numbers;
- (3) N11 numbers (e.g., 411 and 911);
- (4) Toll-free service numbers (e.g., 800, 888, 877 and 866); and
- (5) Disconnected or unassigned numbers.

C. Pricing for LNP:

- (1) With the exception of lawful query charges, the Parties shall not charge each other for the porting of telephone numbers as a means for the other to recover the costs associated with LNP.

11. LIMITATION OF LIABILITY

A. Neither Party shall be liable to the other Party for any indirect, incidental, consequential, reliance, punitive, or special damages suffered by the other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by the other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. In no event shall either Party's liability to the other for direct damages arising out of (1) a material breach of this Agreement, or (2) activities related to or involved in performance under this Agreement (whether such alleged damages in this second category arise in contract or tort) shall not exceed an amount equal to the proportionate charge for the affected service(s) during the period in which damages occurred. If that standard is not applicable, such damages shall not exceed the total amount billed under this Agreement (during the calendar year(s) in which the damage occurred) by the damaged Party to the other Party. The foregoing shall not limit a Party's obligation as set out in this Agreement to indemnify, defend, and hold the other Party harmless against amounts payable to third parties.

B. 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.

12. INDEMNITY

A. Each Party shall be indemnified, defended and held harmless by the other Party against any claim, loss or damage arising from the other Party's negligent or grossly negligent acts or omissions under this Agreement, or arising from the other Party's intentional misconduct under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other Party's own communications; 2) all other claims arising out of an act or omission of the other Party.

B. As to all indemnification obligations throughout this Agreement, the indemnifying Party agrees to (a) defend, or at its option settle, any claim or suit against the indemnified Party as agreed to herein; and (b) pay any final judgment entered against the indemnified Party on such issue or any settlement thereof. The indemnified Party above: (i) must notify the other Party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent that the other Party is prejudiced thereby; (ii) must provide all information and assistance as reasonably requested by, and at the expense of, the other Party in connection with the conduct of the defense and settlement thereof; and (iii) may participate in such defense or settlement with its own counsel at its sole expense, but without control or authority to defend or settle. The indemnifying Party shall not take any action, which unreasonably exposes the indemnified Party to a risk of damages, which would not be covered by such indemnity, and may not settle any matter without the prior written consent of the indemnified Party, which shall not be unreasonably withheld.

C. Notwithstanding anything to the contrary in any agreement between the parties, no indemnification shall arise as to Claims that are paid by the indemnified Party without the express written consent of the indemnifying Party, which consent will not be unreasonably withheld, conditioned or delayed.

13. MODIFICATION OF AGREEMENT

A. 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.

14. INTELLECTUAL PROPERTY

A. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the 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, service mark 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 or shall be implied or arise by estoppel. It is the responsibility of Company to ensure, at no separate or additional cost to AT&T Mobility, that Company has obtained any necessary licenses (in relation to intellectual property of third parties used in Company's network) to the extent of Company's own use of facilities or equipment (including software) in the provision of service to Company's end-user customers.

15. CONFIDENTIAL INFORMATION

A. The Parties to this Agreement recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data, including this Agreement, as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party. Notwithstanding the above, AT&T Mobility may authorize an agent to perform certain bill validation payment functions, financial and other administrative/accounts payable operational tasks, and AT&T Mobility agrees that such authorized agent shall be bound by the confidentiality provisions of this section.

16. COMPLIANCE WITH LAW; FORCE MAJEURE

A. The Parties shall comply with any applicable orders, rules or regulations of the FCC, Commission and Federal and State law during the term of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting directly from acts of God, civil or military authority, acts of public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, electric power outages, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the reasonable control of the non-performing Party.

17. CHANGE OF LAW

A. In the event that any final and non-appealable legislative, regulatory, judicial, or other legal action materially affects any material terms of this Agreement, either Party may, on thirty (30) days written notice require that such Agreement, or such terms thereof be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required or appropriate to reflect the results of such action.

18. PARTICIPATION IN REGULATORY AND OTHER PROCEEDINGS

A. By entering into this Agreement, neither Party waives its right or ability to participate in any regulatory, judicial, or legislative proceedings regarding the proper interpretation and /or application of the Act, including interpretation and /or application that may differ from the terms contained within this Agreement.

19. WAIVERS

A. Any failure 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.

20. ASSIGNMENT

A. A Party may not assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided, however, a Party may assign this Agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties, under the terms of this Agreement. Notice of assignment must be given at least sixty (60) days in advance of the proposed assignment.

21. SEVERABILITY

A. In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, it shall be severed from the Agreement and the remainder of this Agreement shall remain valid and enforceable and shall continue in full force and effect; provided however, that if any severed provisions of this Agreement are essential to any Party's ability to continue to perform its material obligations hereunder, the Parties shall immediately begin negotiations of new provisions to replace the severed provisions.

22. AUTHORITY

A. The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies.

23. SURVIVAL

A. 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 cancellation or termination thereof.

24. GOVERNING LAW

A. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state in which services are provided, as well as by the Act and other applicable federal law.

25. FILING OF AGREEMENT

A. Upon execution of this Agreement, it shall be filed with the Commission pursuant to the requirements of Section 252 of the Act.

26. NOTICES

A. 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, including overnight mail; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by fax to the following addresses of the Parties:

To: ILEC:

David Espinosa
P.O.Box 429
Millington, TN 38083-0429
Phone: (901) 872-7771

To: AT&T MOBILITY

AT&T Mobility LLC
1277 Lenox Park Blvd.
Suite 4A42
Atlanta, GA 30319
Attn: Senior Contract Manager
Phone: 404-499-6086
Fax: 404-986-8452

With a copy to:

AT&T Services, Inc.
Legal Department
675 West Peachtree Street
Atlanta, GA 30375
Attn: Mobility Interconnection Agreement
Counsel
Fax: 404-927-3618

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; (iii) three (3) days after mailing in the case of certified U.S. mail; or (iv) on the date set forth on the confirmation in the case of delivery by telecopy.

27. RELATIONSHIP OF PARTIES

A. It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

28. NO THIRD PARTY BENEFICIARIES

A. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. Nothing in this Agreement shall be construed to prevent AT&T Mobility from providing services to or obtaining services from other carriers.

29. ENTIRE AGREEMENT

A. This constitutes 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.

30. CONFLICT WITH TARIFFS

A. In the event of any conflict between the language of this Agreement and the language of an applicable tariff, this Agreement shall control.

This Agreement is executed as dated below.

Millington Telephone Company, Inc.

**New Cingular Wireless LLC, on
behalf of itself and its CMRS
operating affiliates in the State, dba
AT&T Mobility**

By: Holly Starnes

By: William H. Brown

Holly STARNES
(Print Name)

William H. Brown
(Print Name)

President
(Title)

Sr. Contract Mgr.
(Title)

Date: 11/8/11

Date: 11/2/11

EXHIBIT 1

The following are specific percentages and compensation rates agreed to by the Parties:

1. Reciprocal compensation per minute of use rate for termination of Local Traffic (Section 4(C)): \$0.005 per MOU (Minute of Use).
2. 65% of the total Local Traffic between the Parties that is mobile-originated traffic terminated by Company (Section 4C(2)).
3. 35 % of the total Local Traffic between the Parties that is land-originated traffic terminated by AT&T Mobility (Section 4C(3)).