

**INTERCONNECTION AND RECIPROCAL
COMPENSATION AGREEMENT**

By and Between

ALLENDALE TELEPHONE COMPANY

And

NEXTEL WEST CORP.

For the state of

Michigan

Effective Date: November 1, 2004

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This Interconnection and Reciprocal Compensation Agreement ("Agreement"), is entered into by and between ALLENDALE TELEPHONE COMPANY ("ALLENDALE") and NEXTEL WEST CORP. ("NEXTEL"), (collectively, "the Parties").

WHEREAS, NEXTEL is authorized by the Federal Communications Commission ("FCC") to provide commercial mobile radio service ("CMRS") and provides such service to its end user customers, operating wireless affiliates and switch share/managed markets; and

WHEREAS, ALLENDALE is a certified provider of local exchange service; and

WHEREAS, NEXTEL terminates local telecommunications traffic that originates from ALLENDALE's subscribers, and ALLENDALE terminates local telecommunications traffic that originates from NEXTEL's subscribers; and

WHEREAS, NEXTEL provides a point of interconnection in the ALLENDALE service areas, or interconnects with ALLENDALE's network via a third party tandem switch; and

WHEREAS, the Parties wish to establish a reciprocal compensation interconnection arrangement that compensates each other for terminating local telecommunications traffic that originates on the other Party's network.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

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 contract 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 "As Defined in the Act", means as specifically defined by the Act, as may be interpreted from time to time by the FCC, the Commission, Michigan state courts, or federal courts.

1.3 "As Described in the Act" means as described in or required by the Act, as may be interpreted from time to time by the FCC, the Commission, Michigan state courts, or federal courts.

1.4 "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 equivalent thereof) of more than 10 percent.

- 1.3 “Central Office Switch” means a LEC 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 either lines or 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 an end office 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. 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 C.F.R. Part 20.
- 1.5 “Commission” means the Michigan Public Service Commission.
- 1.6 “Extended Area Service” or “EAS” is defined as traffic that originates in one exchange and terminates in another exchange, where the originating and terminating exchanges have an arrangement between them such that a separate toll charge is not applied. The terms EAS and EAS Exchanges are as are defined and specified in Allendale’s Expanded Area Service Tariff MPSC 10R.
- 1.7 “Effective Date” means the date first above written.
- 1.8 “FCC” means the Federal Communications Commission.

- 1.9 “Interconnection” is defined as the direct or indirect linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic. (47 C.F.R. Section 51.5).
- 1.10 “Interexchange Carrier” or “IXC” means a carrier, other than a CMRS provider, that provides or carries, directly or indirectly, interexchange service.
- 1.11 “Local Service Area” means, for Nextel-originated traffic, Major Trading Area Number 5 and for Allendale-originated traffic, its local calling area contained in Allendale’s Local Exchange Service Area Tariff MPSC 1R.
- 1.12 “Local Exchange Carrier” or “LEC” is as defined in the Act.
- 1.13 “Major Trading Area” or “MTA” means Major Trading Area as defined by the FCC in 47 C.F.R. Part 24.202.
- 1.14 “Mobile Switching Center” or “MSC” is a switching facility that performs the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC is used to connect and switch trunk circuits within the wireless network and between the wireless network and the public switched network for wireless traffic by a CMRS provider.
- 1.15 “Non-Subject Telecommunications Traffic” – means all traffic that is not Subject Telecommunications Traffic as defined in Section 1.22 of this Agreement. Non-Subject Telecommunications Traffic includes traffic that is rated as Subject Telecommunications Traffic, based on the rate centers associated with the originating and terminating numbers, but originates and terminates in different MTAs.
- 1.16 “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 routed to (i.e., NPA/NXX-XXXX).
- 1.17 “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.
- 1.18 “Party” means either Allendale or Nextel, and "Parties" means Allendale and Nextel.
- 1.19 “Point of Interconnection” or “POI” means that technically feasible point in the network where the physical linking of two networks occurs for the mutual exchange of traffic.
- 1.20 “Rate Center” means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of exchange services.

- 1.21 “Reciprocal Compensation” means an arrangement between two carriers in which each receives compensation from the other carrier for the Transport and Termination on each carrier’s network of Subject Telecommunications Traffic, as defined in Section 1.22 below, that originates on the network facilities of the other carrier.
- 1.22 “Subject Telecommunications Traffic” is defined for all purposes under this Agreement as Local Service Area 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 approved interconnection agreement between the originating Party and a carrier which performs only a contractual transiting function for the originating Party in lieu of a direct connection between the Parties, provided that the service provided by Nextel is a two-way mobile service. For purposes of determining originating and terminating points, the originating or terminating point for Allendale shall be the end office serving the calling or called party, and for Nextel shall be the originating or terminating cell site location which services the calling or called party at the beginning of the call.
- 1.23 “Telecommunications” 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 Carrier” means any provider of telecommunications services (as defined in the Act), except that such term does not include aggregators of telecommunications services (as defined in 47 U.S.C. Section 226(a)(2)).
- 1.25 “Termination” means the switching of Subject Telecommunications Traffic at the terminating carrier’s End Office Switch, or equivalent facility, and delivery of such traffic to the called party.
- 1.26 “Transiting Traffic” is traffic that originates from one provider’s network, “transits” one or more other provider’s network substantially unchanged, and terminates to yet another provider’s network.
- 1.27 “Transport” means the transmission and any necessary tandem switching of Subject Telecommunications Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection 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.
- 1.28 “Type 1 Service” often referred to as a line-side trunk connection, is a service that involves connection to a telephone company end office similar to that provided to a private branch exchange (PBX). A type 1 Service is offered in connection with the provision of telephone numbers hosted by an Allendale switch.

1.29 "Type 2 Service" often referred to as a trunk side connection, is a service that involves interconnection to a telephone company end office (Type 2-B) or tandem (Type 2-A).

2. RURAL TELEPHONE COMPANY.

ALLENDALE asserts that it is a "rural telephone company" as that term is defined in the Federal Communications Act of 1934, as amended, 47 U.S.C. 153 et seq. (the "Act"). ALLENDALE further asserts that, pursuant to Section 251(f)(1) of the Act, ALLENDALE is exempt from Section 251(c) of the Act. Notwithstanding such exemption, ALLENDALE has entered into and accepted this Agreement for purposes of exchanging traffic, as defined herein, with NEXTEL. ALLENDALE's execution of this Agreement does not in any way constitute a waiver or limitation of ALLENDALE's rights under Section 251(f)(1) or 251(f)(2). Accordingly, ALLENDALE expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251(c) of the Act, in response to other requests for interconnection by NEXTEL or any other carrier.

3. SCOPE

3.1 This Agreement is intended, inter alia, to describe and enable specific Interconnection and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

3.2 This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect directly or indirectly the CMRS network of Nextel and the ILEC network of Allendale for purposes of exchanging Local Service Area traffic, provided that the service provided by Nextel to its customer is a two-way mobile service as defined in 47 U.S.C. §153(27). This Agreement does not cover Nextel one-way paging service traffic or fixed-wireless. Nextel does not currently provide fixed wireless services in Allendale's Local Service Area. Nextel agrees that it will provide Allendale Sixty (60) days prior notice of its intent to launch fixed wireless services in Allendale's Local Service Area. Upon Allendale's receipt of such notice, the Parties agree to negotiate an appropriate agreement or an Amendment to this Agreement, which will address the exchange of such traffic.

3.3 Nextel represents that it is a CMRS provider of telecommunications services to subscribers in MTA Number 5 (Michigan). Nextel's NPA/NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") under Operating Company Number ("OCN") 6232 in the state of Michigan.

3.4 This Agreement is limited to Allendale end user customers' traffic for which Allendale has tariff authority to carry. Allendale's NPA/NXX(s) are listed in the LERG under OCN 0669.

3.5 Nextel may order facilities from Allendale for delivery of EAS traffic directly to Nextel. If Nextel orders such facilities, the Parties agree that an NPA/NXX assigned to Nextel shall be included in any EAS calling scope to the same extent as any other incumbent LECs NPA/NXX in the same rate center provided that Nextel assigns numbers from such NPA/NXX(s) to customers that are within the Local Service Area of Allendale and that Nextel has network facilities to serve such customers.

3.6 The traffic that is exchanged through an Interexchange Carrier (“IXC”) is not covered under this Agreement.

3.7 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

4. SERVICE AGREEMENT

Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of Allendale and Nextel. Additional arrangements that may be agreed to in the future will be delineated in Attachment A to this Agreement. Routing of traffic shall be as described in this section, except that, alternatives may be employed in the event of emergency or temporary equipment failure.

4.1 Interconnection at Allendale: If both parties agree to implement a direct interconnection trunk group, it will be provisioned between Allendale’s End Office Switch and Nextel’s point of presence in the Allendale exchange, with the POI designated at Allendale’s switch. This trunk group is provisioned in connection with Nextel’s NPA/NXX(s) as listed in the LERG that are rate centered in Allendale’s exchanges(s) or EAS exchange(s). Applicable charges for establishing and provisioning this trunk group are billed by Allendale to Nextel as described in 4.3.4 below.

A. Landline-to-Wireless:

Local Service Area calls from Allendale customers to Nextel customers shall be routed from Allendale’s End Office Switch to Nextel via the direct trunk group.

B. Wireless-to-Landline:

Local Service Area calls originated by Nextel’s customers within MTA No. 5 (Michigan) or customers of another CMRS provider that has entered into roaming arrangement with Nextel, while roaming in MTA No. 5, to Allendale’s customers shall be routed from Nextel’s network via the direct trunk group to Allendale’s End Office Switch for termination by Allendale to its customers, as appropriate.

4.2 Indirect Traffic to Allendale: To the extent that Nextel and other area ILECs have entered into or may enter into contractual arrangements for the delivery of Nextel traffic

to Allendale's network (i.e. traffic that is not covered elsewhere in this Agreement) for termination to Allendale's customers, Allendale will accept this traffic subject to compensation arrangement as outlined in Section 4 below.

5. COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal compensation is applicable for Transport and Termination of Subject Telecommunications Traffic as defined in Section 1.22 of this Agreement and is related to the exchange of traffic described in Section 3 and in Attachment A, as applicable. For the purposes of billing compensation for Subject Telecommunications Traffic, billed minutes will be based upon actual usage recorded and/or records/reports provided by the transiting carrier. Measured usage begins when the terminating recording switch receives answer supervision from the called end-user and ends when the terminating recording switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Subject Telecommunications Traffic shall be based on the aggregated measured usage less traffic recorded as local that is Non-Subject Telecommunications Traffic.

The rate for Reciprocal Compensation is listed in **Attachment A**.

The Parties agree to bill each other for Subject Telecommunications Traffic as described in this Agreement unless the Subject Telecommunications Traffic exchanged between the Parties is balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Subject Telecommunications Traffic exchanged, both directly and indirectly, falls between 53% / 48% in either the wireless-to-landline or landline-to-wireless direction. When the actual usage data for three (3) consecutive months indicates that the Subject Telecommunications Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Reciprocal Compensation per minute. Upon written consent by the Party receiving the request, there will be no billing for Reciprocal Compensation on a going forward basis unless otherwise agreed to by both Parties, in writing.

5.2 Traffic Subject to Switched Access Compensation.

Parties agree that certain traffic rated and recorded as Subject Telecommunications Traffic, may originate or terminate in another MTA, and therefore is Non-Subject Telecommunications Traffic and subject to Switched Access Compensation.

Switched Access Compensation is applicable to traffic delivered by Nextel to Allendale that originates in another MTA; to the extent that such traffic is not handed off to an IXC. Nextel shall compensate Allendale at Allendale's Switched Access rates set forth in Allendale's MECA MPSC Tariff 25 for all such traffic.

5.3 Calculation of Payments and Billing.

5.3.1 Allendale shall compensate Nextel for Subject Telecommunications Traffic that is delivered by Allendale to Nextel, as prescribed in Section 3.1 and in Attachment A, as applicable, and at the rate provided in Attachment A, Nextel will compensate Allendale for Subject Telecommunications Traffic delivered to Allendale for termination to its customers, as prescribed in Sections 3.1, 3.2, and in Attachment A, as applicable and at the rate provided in Attachment A and for Access Traffic exchanged between Nextel & Allendale, as prescribed and at the rates provided in Section 4.2.

5.3.2 Nextel shall prepare a monthly billing statement to Allendale, reflecting the calculation of Reciprocal Compensation due Nextel. Allendale shall prepare a monthly billing statement to Nextel, which will separately reflect the calculation of Reciprocal Compensation, Switched Access Compensation, and total compensation due Allendale.

5.3.3 Recognizing that Allendale has no way of measuring the Non-Subject Telecommunications Traffic, in the event that Nextel does not track the usage information required to identify the Non-Subject Telecommunications Traffic originated or terminated by Allendale, Parties agree to a default factor of 5% as an estimate of Non-Subject Telecommunications Traffic. The actual recorded usage shall be the basis for billing, when available and verifiable.

5.3.4 Where dedicated interconnection facilities are used for two-way traffic exchange between the Parties, the charges for such facilities, excluding cost of new construction, provided and billed by Allendale shall be shared based on each Party's proportion of originating Subject Telecommunications Traffic to total Subject Telecommunications Traffic exchanged between the Parties, in accordance with this Agreement. If actual usage data is not available in order to determine the amount of Subject Telecommunications Traffic exchanged between the Parties, then an estimated percentage of originating Subject Telecommunications Traffic to total Subject Telecommunications Traffic may be used. This estimated percentage is referred to as the Traffic Factor and is listed in **Attachment A**. The Parties agree to review the Traffic Factor on a periodic basis and, if warranted by the actual usage, revise the Traffic Factor appropriately. Supporting documentation for the percentage change will be provided. If the Parties do not reach agreement on the proposed Traffic Factor within 60 days of receipt of the proposed percentage change by the other Party, then either Party may seek resolution through Section 22 Dispute Resolution.

5.3.5 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

5.3.5.1 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 thirty (30) 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 cannot be resolved within thirty (30) days of receipt, the dispute will be escalated to the 2nd level of management within each company. If the dispute cannot be resolved within sixty (60) days of the receipt, the dispute will be escalated to the 3rd level. After ninety (90) days from receipt of dispute, the Parties will follow the Formal Dispute Resolution procedures in Section 22. 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 Michigan'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 30 days' written notice and opportunity to cure the default prior to terminating service.

5.3.5.2 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due 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 Michigan's applicable law.

5.3.5.3 Undisputed amounts shall be paid by the payment due date reflected on the invoice from the Billing Party.

6. RESOLUTION.

If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

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 4, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in an acceptable industry standard format, and to terminate the traffic it receives in that acceptable industry standard format to the proper address on its network.

The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. 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 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 managing NXX codes assigned to it.

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

7.5 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnecting trunks where technically feasible for both Parties. Use of a third-party provider of SS7 trunks for connecting Nextel to the Allendale SS7 systems is permitted. Such connections will meet generally accepted industry technical standards.

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

8. 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, provided, however, that this provision shall not apply to changes necessitated by emergencies or other circumstances outside the control of the party modifying its network.

9. TROUBLE REPORTING.

In order to facilitate trouble reporting and to coordinate the repair of interconnection facilities, trunks, and other manners of interconnection provided by the Parties under this Agreement, each Party has established a single point of contact 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 manners of interconnection, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

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 connection. Each Party will advise the other of any critical nature of the inoperative facilities, service, and connection 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 connections, the other Party shall use its best efforts to expedite the clearance of trouble.

10. TERM AND TERMINATION.

10.1 Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be twelve (12) months from the Effective Date and thereafter shall continue in effect for consecutive 180 day terms. The agreement may be terminated by either party at any time before or after the expiration of the one-year term upon 90 days' written notice to the other Party.

10.2 Notwithstanding 9.1, this Agreement shall be terminated in the event that:

- a) the FCC revokes, cancels, does not renew or otherwise terminates NEXTEL's authorization to provide CMRS in the area served by ALLENDALE, or the Commission revokes, cancels, or otherwise terminates ALLENDALE's certification to provide local service;
- b) either Party becomes bankrupt or insolvent, makes a general assignment for the benefit of, or enters into any arrangement with creditors, files a voluntary petition under any bankruptcy, insolvency or similar laws, or proceedings are instituted under any such laws seeking the appointment of a receiver, trustee or liquidator instituted against it which are not terminated within 60 days of such commencement.

10.3 Either Party shall have the right to terminate this Agreement upon written notice to the other Party in the event:

- a) a Party is in arrears in the payment of any undisputed amount due under this Agreement for more than 90 days, and the Party does not pay such sums within ten business days of the other Party's demand for payment;

- b) a Party is in material breach of the provisions of this Agreement and that breach continues for a period of thirty days after the other Party notifies the breaching Party of such breach, including a reasonably detailed statement of the nature of the breach.

11. LIABILITY UPON TERMINATION.

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

12. AMENDMENTS.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

13. ASSIGNMENT.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

14. AUTHORITY.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

15. BINDING AFFECT.

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

16. COMPLIANCE WITH LAWS AND REGULATIONS.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

17. ENTIRE AGREEMENT.

This Agreement, together with any tariff provisions incorporated or made applicable herein, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

18. EXPENSES.

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

19. FORCE MAJEURE.

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 the other Party, 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 nonperformance and both Parties shall proceed whenever such causes are removed or cease.

20. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan as issued under the authority of Public Act 179, dated December, 1991, as mandated by Public Act 216, dated November, 1995, as further amended by Public

Act 295, as well as the Telecommunications Act of 1996 and other federal laws, and shall be subject to exclusive jurisdiction of the courts and/or regulatory commission of such state, except to the extent that the Telecommunications Act of 1996 and other federal laws provide for federal jurisdiction.

21. INDEPENDENT CONTRACTOR RELATIONSHIP.

The persons implementing this Agreement on behalf of each Party shall be solely that Party's employees or contractors and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

22. LIABILITY AND INDEMNITY.

22.1 Indemnification.

Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other Party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.

22.2 End User and Content-Related Claims.

Customer (that Party receiving service from the other Party, i.e., Provider) agrees to release, indemnify, defend, and hold harmless Provider, its affiliates, and any third-party provider or operator of facilities involved in the provision of services or facilities under this Agreement (collectively, the "Indemnified Parties") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by Customer's end users against an Indemnified Party arising from provision of the services or facilities. Customer further agrees to release, indemnify, defend, and hold harmless the Indemnified Parties from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from

or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by Customer or Customer's end users, or any other act or omission of Customer or Customer's end users.

22.3. Disclaimer.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, 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.

22.4 Limitation of Liability.

Provider's liability, whether in tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services or facilities for the time period during which the services or facilities provided pursuant to this Agreement are inoperative, not to exceed in total Provider's monthly charge to Customer. Under no circumstance shall Provider 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 provisioning of services hereunder.

23. DISPUTE RESOLUTION.

23.1 Alternative to Litigation.

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement informally prior to any litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this informal dispute resolution process, the Parties agree to use the following informal alternative dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

23.2 Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative 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 in Lansing, Michigan, by non-lawyer, business representatives. The format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the

representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation 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. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

23.3 Formal Dispute Resolution.

If the negotiations do not resolve the dispute within ninety (90) Business Days of the initial written request, then either party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms.

23.4 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 obligations (including making payments in accordance with Section (6) and (7) in accordance with this Agreement.

24. CONFIDENTIAL INFORMATION.

24.1 Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). A Protective Agreement that incorporates the terms of confidentiality set forth in this agreement must be signed prior to the exchange of proprietary or confidential information. The representative of the party receiving the confidential information must sign and date an acknowledgment of receipt of the confidential information. In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure. The following information shall be deemed Confidential Information, whether or not marked as such: orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information")

24.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the Party from whom or from whose representative(s), the Confidential Information is obtained ("Source");
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the Source;
- (e) To return promptly any copies of such Confidential Information to the Source within sixty (60) days or at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

24.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the Source, was received in good faith from a Third Party not subject to a confidential obligation to the Source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the Source and shall reasonably cooperate if the Source deems it necessary to seek protective arrangements.

24.4 Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

25. AUDITING PROCEDURES

25.1 Upon thirty (30) days written notice, each Party must provide the other Party the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The audit shall be accomplished during normal business hours. Audit requests shall not be submitted more frequently than one (1) time per calendar year.

25.2 Each Party may request copies of the billing records thereof provided that the requested records do not exceed 12 months in age from the date the monthly bill containing said record information was issued.

26. NOTICES.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next business day following the date of transmission. The Party receiving the notice by facsimile will provide written confirmation to the other Party. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to ALLENDALE:

Mike Osborne
General Manager
ALLENDALE TELEPHONE COMPANY
6568 Lake Michigan Dr.
Allendale, MI 49401
Telephone# 616-895-9911 Facsimile# 616-895-9932

If to NEXTEL:

Bob Edgerly
Sr. Manager, Interconnect
NEXTEL COMMUNICATIONS, INC.
2001 Edmund Halley Drive
Reston, VA 20191
Telephone#: 703-592-2678 Facsimile#: 703-592-2777

27. REGULATORY AGENCY CONTROL.

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the FCC and/or the Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

28. SEVERABILITY.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

29. RETROACTIVE PAYMENT

The parties agree that upon execution of this Agreement, the rates, terms and conditions herein will apply to all outstanding invoice owed before such date and that the parties will make retroactive adjustments accordingly.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by both Parties.

NEXTEL WEST CORP.

ALLENDALETELEPHONE COMPANY

By: _____

By: _____

Name: _____

Name: Mike Osborne

Title: _____

Title: General Manager

Date: _____

Date: _____

Attachment A

1. TRAFFIC FACTOR

Land-to-Mobile	30
Mobile-to-Land	70

2. LOCAL NETWORK USAGE

Reciprocal Compensation

Each party agrees to compensate the other for terminating local service area calls originated on its network and terminated on the other Party's network. The FCC has established the MTA as the CMRS carrier local calling area, within which traffic must be treated as local for purposes of interconnection and reciprocal compensation per 47 U.S.C. 51.701(b)(2).

End Office Local Call Termination	\$.026540
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3. MANNER OF INTERCONNECTING

To be determined by NEXTEL and ALLENDALE.