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December 7, 2009

Via PSC Electronic Regulatory Filing System

Ms. Sandra Paske, Secretary
Public Service Commission of Wisconsin
Post Office Box 7854
Madison, WI 53707

Re: Application for the Approval of an Interconnection Agreement Between Lakefield Telephone Company and Charter Fiberlink, LLC
Our file: 13285.58261

Dear Ms. Paske:

Lakefield Telephone Company hereby requests approval pursuant to 47 U.S.C. § 252, of the enclosed Interconnection Agreement between Lakefield Telephone Company and Charter Fiberlink, LLC (the "Agreement").

I have been authorized by Charter Fiberlink, LLC ("Charter Fiberlink") to submit for Commission approval, pursuant to 47 U.S.C. § 252(3), the enclosed Agreement.

I hereby certify that a copy of this filing has been served on Charter Fiberlink, Norman B. Gerry, Three Ravinia Drive, Suite 1450, Atlanta, GA 30346-2117, by United States mail, postage prepaid on December 7, 2009.

Sincerely,

AXLEY BRYNELSON, LLP

Judd A. Genda

Judd A. Genda

JAG/mgt
Enclosure
cc: Mr. Norman B. Gerry (w/enc. via US Mail)
Mr. Phil Nass (w/enc. via US Mail)
Mr. Ken Barth (w/enc. via Electronic Mail)
Mr. Daniel T. Hardy (w/o enc. via Electronic Mail)

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INTERCONNECTION AGREEMENT FOR THE TRANSPORT AND TERMINATION OF LOCAL TRAFFIC BETWEEN WIRELINE CARRIERS

This Interconnection Agreement for the Transport and Termination of traffic between wireline carriers ("Agreement") is effective as of the 1st day of May, 2009 (the "Effective Date"), by and between LAKEFIELD TELEPHONE COMPANY ("LAKEFIELD"), a Wisconsin Corporation, with its principal office at 7520 English Lake Road, P.O. Box 102, Newton, Wisconsin 53063-0102 and CHARTER FIBERLINK, LLC. ("CHARTER") a Delaware LLC, with its principal office at 12405 Powerscourt Drive, St. Louis, MO 63131.

WHEREAS, LAKEFIELD is an Incumbent Local Exchange Carrier ("ILEC") in the State of Wisconsin;

WHEREAS, CHARTER, is a Competitive Local Exchange Carrier ("CLEC") in the State of Wisconsin.

WHEREAS, Sections 251 and 252 of the Act have specific standards and procedures for Interconnection, and the Parties intend that this Agreement meets these standards and procedures; and

WHEREAS, the Parties wish to establish a Reciprocal Compensation and Interconnection arrangement as consistent with 47 U.S.C. 251; and

WHEREAS, LAKEFIELD asserts that it is a rural telephone company and is exempt from Section 251(c) of the Act pursuant to Section 251(f) of the Act; and

WHEREAS, the Parties desire to interconnect their network facilities for the purpose of delivery of specific traffic for Transport and Termination on the other Party's network; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide other services as set forth herein; and

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, CHARTER and LAKEFIELD hereby agree as follows:

ARTICLE I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Act. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as from time-to-time interpreted in the duly

authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

1.2 "Affiliate" is as Defined in the Act.

1.3 "As Defined in the Act" means as specifically defined in the Act.

1.4 "Applicable Law" means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any government authority, which apply or relate to the subject of this Agreement.

1.5 "Basic Local Exchange Service" means a voice grade access to the network that provides: the ability to place and receive calls; touch-tone service; access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

1.6 "Bill-and-Keep Arrangement" means a compensation arrangement whereby the Parties do not render bills to each other for the termination of certain traffic as specified in this Agreement and whereby the Parties terminate said traffic originating from end-users served by the networks of the other Party without charging among or between said carriers for such traffic exchange.

1.7 "CLLI Codes" means Common Language Location Identifier Code.

1.8 "Commission" means the Public Service Commission of Wisconsin.

1.9 "Common Channel Signaling" (CCS) is a high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual Trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.10 "DS-1" is a telecommunications service carried at digital signal rate of 1.544 Mbps.

1.11 "End Office Switch" is LAKEFIELD's or CHARTER's switch, head end, remote or other similar switch facility or system where telephone loops used to provide end user Exchange Service are terminated.

1.12 "Exchange Access Service", as used in this Agreement, shall mean the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services, as defined by the FCC and the Commission.

1.13 "Exchange Service" means all Basic Local Exchange Service, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on the PSTN and which enable such end users to place or receive calls to all other stations on the PSTN.

1.14 "FCC" means the Federal Communications Commission.

1.15 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act.

1.16 "Information Access Traffic" means, for the purpose of this Agreement, traffic (excluding CMRS traffic) that is transmitted to or returned from the Internet at any point during the duration of transmission between the Parties. Information Access Traffic is not Local Traffic. The term Information Access Traffic does not include transmission of voice traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via Internet protocol. Information Access Traffic is not subject to Reciprocal Compensation between the Parties.

1.17 "Information Service Provider" or "ISP", a provider of Information Service, as defined in 47 U.S.C. 153(20). Information Service Provider includes, but is not limited to, Internet Service Providers.

1.18 "Interconnection" is the direct or indirect connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of Exchange Service and Exchange Access Service.

1.19 "Interconnection Facilities" are the physical transmission facilities by which the Parties will interconnect their respective networks for the purpose of exchanging traffic. These facilities are described in greater detail in Article IV and Appendix A of this Agreement.

1.20 "IP-Enabled Voice Traffic" means any IP-Enabled, real-time, multidirectional voice call including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes:

1.20.1. Voice traffic originating on the PSTN and which terminates through an Internet protocol connection ("IPC"); and

1.20.2. Voice traffic originating through an IPC and terminating on the PSTN; and

1.20.3. Voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately terminates on the PSTN.

1.21 "ISP Bound Traffic" means Information Access Traffic that originates from or is directed, either directly or indirectly, to or through an ISP that is physically located in an exchange within the LAKEFIELD Mandatory Local Calling Scope of the originating end user. Information Access Traffic originated from, directed to or through an ISP physically located outside the originating end user's LAKEFIELD Mandatory Local Calling Scope area will be considered switched toll traffic and subject to access charges. ISP Bound Traffic does not include IP-Enabled Voice Traffic.

1.22 "Interexchange Carrier (IXC)" is a telecommunications service provider authorized by the FCC to provide interstate long distance communication services between LATAs and is authorized by the Commission to provide inter- and/or intraLATA long distance communications services within the State.

1.23 "IntraLATA Toll Traffic" means all IntraLATA calls other than Local Traffic.

1.24 "LERG" means the Local Exchange Routing Guide, a database issued by Telcordia Technologies.

1.25 "Local Access and Transport Area" or "LATA" is a geographic area for the provision and administration of communications service, i.e., intraLATA or interLATA.

1.26 "Local Exchange Carrier" or "LEC" is any company certified by the Commission to provide Basic Local Exchange Service.

1.27 "Local Traffic" means traffic that is originated by an end user of one Party and terminated to the end user of the other Party both physically located in an exchange within LAKEFIELD's Mandatory Local Calling Scope as described in LAKEFIELD maps, tariffs or rate schedules filed with and ordered by the Commission. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic local exchange serving area for an additional fee). Local Traffic also does not include Information Access Traffic or VNXX Traffic. Local Traffic does include IP-Enabled Voice Traffic that is originated and terminated within the LAKEFIELD Mandatory Local Calling Scope and is not carried by an IXC.

1.28 "Mandatory Local Calling Scope" is an arrangement that provides end users a local calling scope, and Extended Area Service (EAS) or Extended Community Calling (ECC) beyond their Basic Local Exchange Service area.

1.29 "Mbps" means million bits per second.

1.30 "Mid-Span Meet" is an Interconnection architecture whereby two carriers' transmission facilities meet at a mutually agreed-upon POI that is not at either Party's End Office Switch.

1.31 "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).

1.32 "NXX" means the three-digit code that appears as the first three digits of a seven-digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 and 900 code).

1.33 "Party" means either LAKEFIELD or CHARTER, and "Parties" means LAKEFIELD and CHARTER.

1.34 "Point of Interconnection (POI)" means the point of demarcation where the Parties physically interconnect their networks for the exchange of telecommunications traffic between the Parties' respective networks. The Point of Interconnection also serves as the demarcation point for both Parties' operational and financial responsibility. The Point of Interconnection for this Agreement is as provided in Appendix A.

1.35 "PSTN" means the Public Switched Telephone Network.

1.36 "Rate Center" means the specific geographic point ("Vertical and Horizontal" or "V & H" coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of Basic Local Exchange Service. The Rate Center is the exclusive geographic area within which the LEC provides Basic Local Exchange Service bearing the particular NPA-NXX designations associated with the specific Rate Center.

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

1.38 "Signaling System 7 (SS7)" is the signaling protocol of the CCS network based upon American National Standards Institute (ANSI) standards.

1.39 "Tandem" denotes a class 4 switching center, a computer or other equipment used to switch a call between or among two End Office Switches, an End Office Switch and another Tandem, or two Tandems.

1.40 "Tandem Transit Traffic" or "Transit Traffic" means traffic that originates on one party's network and is transported through a third party's network and/or Tandem substantially unchanged, and Terminates on another party's network.

1.41 "Telecommunications Carrier" is As Defined in the Act.

1.42 "Termination" means the switching of Local Traffic and ISP Bound Traffic at the terminating carrier's End Office Switch, and delivery of such traffic to the called Party's end user.

1.43 "Transport" means the transmission and any necessary Tandem switching of Local Traffic and ISP Bound Traffic from the Point of Interconnection, or meet point, between the Parties to the terminating carrier's End Office Switch that directly serves the called Party's end user.

1.44 "Trunk" means a single transmission channel providing a direct, logical and functional Interconnection between two switching centers.

1.45 "Type-2 Interconnection", often referred to as a Trunk side connection, is a service that involves interconnection to an End Office Switch (Type-2B) or Tandem (Type-2A).

1.46 "Virtual NXX Traffic" or "VNXX Traffic" as used in this Agreement is defined as calls in which a CHARTER end user is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the end user's actual physical premise location.

ARTICLE II. INTERPRETATION AND CONSTRUCTION

2.1 All references to Articles, Sections and Appendices shall be deemed to be references to Articles of, Sections of, and Appendices to, this Agreement unless the context otherwise requires. The headings of the Articles, Sections and Appendices are inserted for the convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement.

2.2 The Parties acknowledge that some of the services, facilities or arrangements described herein reference the terms of federal or state tariffs of the Parties. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provisions of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this Agreement including Appendices shall prevail. This Agreement, including Appendices, supersedes any prior agreements between the Parties.

2.3 The Parties entered this Agreement without prejudice to any position they may take with respect to similar future agreements, including agreements between the Parties, or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory, legal or other public forum addressing any matters, including matters related to the rates to be charged for Transport and Termination of traffic where the types of arrangements are prescribed by the Agreement.

ARTICLE III. SCOPE OF AGREEMENT

3.1 This Agreement shall cover the exchange of Local Traffic and ISP Bound Traffic between LAKEFIELD's network in Wisconsin and CHARTER's network in Wisconsin. All other traffic is governed by the Parties' applicable tariff(s) and/or applicable contract(s), and is not covered by this Agreement. The services hereunder are intended for wireline-to-wireline traffic only. Except as explicitly permitted in Section 5.6, this Agreement does not apply to traffic originated or terminated by a third-party carrier.

3.2 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement has no effect on: (i) the definition of end user services

that either Party offers to its end users; (ii) the services either Party chooses to offer to its respective end users; (iii) the rate levels or rate structures that either Party charges its end users for services; or (iv) the manner in which either Party provisions or terminates the services it provides to its respective end users.

3.3 CHARTER represents that it is a CLEC authorized by the Commission to provide Basic Local Exchange Services in certain areas of Wisconsin. For purposes of this Agreement CHARTER's authorized area to provide Basic Local Exchange Service is as provided in Appendix E.

3.4 The Parties agree that all Local Traffic and ISP Bound Traffic shall be exchanged via the Interconnection Facilities and arrangements described in Article IV of this Agreement.

3.5 This Agreement provides for the Transport and Termination of traffic including:

3.5.1 CHARTER to LAKEFIELD Local Traffic and ISP Bound Traffic that is:

3.5.1.1 originated on the network of CHARTER;

3.5.1.2 delivered to the LAKEFIELD network either indirectly through a third-party tandem or directly over the Interconnection Facilities pursuant to this Agreement; and

3.5.1.3 terminated on the network of LAKEFIELD.

3.5.2 LAKEFIELD to CHARTER Local Traffic and ISP Bound Traffic that is:

3.5.2.1 originated on the network of LAKEFIELD;

3.5.2.2 delivered to CHARTER either indirectly through a third-party tandem or directly over the Interconnection Facilities pursuant to this Agreement; and

3.5.2.3 terminated on the network of CHARTER.

3.6 Except as explicitly permitted in Section 5.6, this Agreement does not apply to Transit Traffic originated or terminated by a third-party carrier.

ARTICLE IV. INTERCONNECTION

4.1 Description of Arrangements. This Agreement provides for the following Interconnection Facilities as provided in Appendix A, Section I, and arrangements described in this Article between the networks of CHARTER and LAKEFIELD. Routing of traffic shall be as described in this Article, except that alternatives may be employed in the event of emergency or temporary equipment failure, as mutually agreed by the Parties.

4.1.1 The Parties will provision Interconnection Facilities, as provided in Appendix A, Section I, and arrangements described in this Article IV with each other for the

exchange of Local Traffic and ISP Bound Traffic. The Parties agree to negotiate in good faith to promptly establish and implement the terms and conditions for such an Interconnection, which terms and conditions shall be consistent with the requirements of the Act.

4.1.2 If the Parties have established a direct Interconnection pursuant to Section 4.2, CHARTER is responsible for the provisioning of Transport facilities for the exchange of traffic from its network to the POI, as provided in Appendix A, and will pay the cost of such facilities and Trunks. CHARTER may self-provision or lease Transport facilities on its side of the POI from LAKEFIELD or an alternate third party provider for the provision of Local Traffic and ISP Bound Traffic Transport. LAKEFIELD is responsible for the provisioning of Transport facilities for the exchange of traffic from its network to the POI. LAKEFIELD will pay the cost of the facilities and Trunks from the POI to LAKEFIELD's End Office Switch(es).

4.1.3 The Parties agree there will be separate and distinct Trunk groups for both Local Traffic and ISP Bound Traffic if required by Section 5.1.

4.1.4 If CHARTER chooses to self-provision its own facilities or lease them from LAKEFIELD or any other third party provider, the same physical facility may be used to establish separate dedicated Trunks for Local Traffic and ISP Bound Traffic, as mutually agreed to by the Parties

4.1.5 Neither Party will terminate IntraLATA or InterLATA toll traffic or originated untranslated traffic codes (e.g. 800, 888) or N11 Codes (e.g., 411, 611 and 911) over Local Trunks or ISP Bound Trunks. The Parties agree such traffic will be routed in accordance with Telcordia Routing Administrative instructions.

4.1.6 The Parties agree to establish a single Point of Interconnection per LATA for the direct exchange of Local Traffic and ISP Bound Traffic between their respective networks as described in Appendix A. The POI shall serve as the demarcation point for both Parties' operational and financial responsibilities.

4.1.7 For all traffic exchanged, LAKEFIELD and CHARTER shall provide each other, or the transit service carrier in the event the Parties are utilizing indirect Interconnection for the exchange of traffic, the proper signaling information (e.g., originating Calling Party Number ("CPN"), Jurisdiction Indication Parameter ("JIP") and destination called party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All SS7 signaling parameters will be provided, where technically feasible, including CPN, JIP and Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information) or JIP on at least ninety percent (90%) of its total originated traffic, then traffic sent by one Party to the other Party without CPN or JIP, as is required by the first sentence of this Section (such traffic being hereinafter referred to as "Unidentified Traffic"), will be handled in the following manner. If the Unidentified

Traffic is less than ten percent (10%), such Unidentified Traffic will be treated as having the same jurisdictional ratio as the identified traffic. If the Unidentified Traffic exceeds ten percent (10 %), then the Party receiving such Unidentified Traffic shall notify the other Party in writing of such excessive Unidentified Traffic and the Parties will cooperate and exchange data as necessary to determine the cause of the CPN or JIP failure, to determine who originated such Unidentified Traffic and to assist in its correction. Provided, however, that if, after sixty (60) days following the receipt of such written notice, the Unidentified Traffic continues to exceed ten percent (10 %) of the total originated traffic, all the Unidentified Traffic shall be treated as Intrastate toll and will be subject to Intrastate access charges.

4.2 Type-2B Interconnection. Type-2B Interconnection involves Trunk-side connection to LAKEFIELD's End Office Switch in Newtonburg, WI. Type-2B Interconnection provides the capability to access only LAKEFIELD end users served by that End Office Switch, the LAKEFIELD remote switch subtending that End Office Switch, and any end users of a LAKEFIELD Affiliate served by the remote switch subtending that End Office Switch, as listed in Appendix C. If the Parties have established a direct Interconnection pursuant to Section 4.2, a two-way Trunk group shall be provisioned by CHARTER between the LAKEFIELD End Office Switch in Newtonburg, WI and the CHARTER End Office Switch(es) for the exchange of traffic between the Parties' networks. The POI shall be as provided in Appendix A, Section I.

4.2.1 Local Traffic.

4.2.1.1 The two-way Type-2B Interconnection will be used by CHARTER to deliver Local Traffic and ISP Bound Traffic to LAKEFIELD's and its Affiliate's NPA-NXXs listed in Appendix C.

4.2.1.2 The two-way Type-2B Interconnection will be used by LAKEFIELD and its Affiliate to deliver Local Traffic and ISP Bound Traffic to CHARTER's NPA-NXXs listed in Appendix C.

4.2.2 ISP Bound Traffic. Upon receipt of notice as provided in Section 5.1, CHARTER shall provision ISP Bound Traffic Trunks as provided in Appendix A, Section I.c.

4.2.2.1 The two-way Type-2B ISP Bound Traffic Interconnection will be used by CHARTER to deliver ISP Bound Traffic to the ISP telephone numbers as provided in Appendix D, served by LAKEFIELD.

4.2.2.2 The two-way Type-2B ISP Bound Traffic Interconnection will be used by LAKEFIELD to deliver ISP Bound Traffic to the ISP telephone numbers as provided in Appendix D, served by CHARTER.

4.3 Indirect Interconnection: Either Party may deliver Local Traffic and ISP Bound Traffic indirectly to the other Party or the other Party's Affiliate(s) for termination through the AT&T Milwaukee, Wisconsin Tandem, MILWWI1261T or the Verizon Plymouth, Wisconsin Tandem, in accordance with the LERG. The originating Party shall be

responsible for payment of all tandem transit charges and all other charges payable to the applicable transiting carrier for transit service with respect to its originating Local Traffic and ISP Bound Traffic. The originating Party shall also be responsible for all costs and expenses of Trunks and other facilities needed to deliver its originated Local Traffic and ISP Bound Traffic to and receive the other Party's originated Local Traffic and ISP Bound Traffic from the applicable transiting carrier.

4.3.1. Local Traffic and ISP Bound Traffic.

4.3.1.1 The indirect Interconnection will be used by CHARTER to deliver Local Traffic and ISP Bound Traffic to LAKEFIELD's and its Affiliate's NPA-NXXs listed in Appendix C.

4.3.1.2 The indirect Interconnection will be used by LAKEFIELD and its Affiliate(s) to deliver Local Traffic and ISP Bound Traffic to CHARTER's NPA-NXX listed in Appendix C.

4.3.2 Upon receipt of notice as provided in Section 5.1, CHARTER shall provision ISP Bound trunks as provided in Section 4.2.2 of this Agreement.

4.3.3 Unless otherwise agreed, CHARTER shall exchange all Local Traffic and ISP Bound Traffic with LAKEFIELD and its Affiliates indirectly through the AT&T Milwaukee, Wisconsin Tandem (MILWWI1261T) or the Verizon Plymouth, Wisconsin Tandem, in accordance with the LERG until the total volume of Local Traffic and ISP Bound Traffic being exchanged between the Parties' networks indirectly through either tandem exceeds the centum call seconds busy hour equivalent of one DS-1 (i.e. 500 busy hour centum call seconds, or 240,000 combined bi-directional minutes per month), at which time either Party may require the establishment of direct Interconnection between the LAKEFIELD End Office Switch in Newtonburg, WI and the CHARTER End Office Switch(es) as provided in Section 4.2 of this Agreement.

4.3.4 After the Parties have established direct Interconnection in accordance with Section 4.2 of this Agreement between their networks, neither Party may continue to transit its originated Local Traffic and ISP Bound Traffic indirectly. However, if either Party continues to route traffic indirectly after a direct Interconnection is established, the terminating Party and/or its Affiliate will accept this traffic subject to the compensation arrangements as provided in Appendix B, Section I.

4.3.5 To the extent that CHARTER and a third party Tandem switch service provider other than AT&T or Verizon have entered into or may enter into arrangements for the delivery of CHARTER Local Traffic and ISP Bound Traffic to LAKEFIELD or its Affiliate for Termination to LAKEFIELD's or its Affiliate's end users other than as provided in the LERG, LAKEFIELD and its Affiliate will accept this traffic subject to the compensation arrangements as provided in Appendix B, Section I.

4.3.6 Except as provided in Section 4.3.4 and 4.3.5 above, Local Traffic and ISP Bound Traffic exchanged indirectly through transiting carriers by Charter and LAKEFIELD, including LAKEFIELD's Affiliate, shall be subject to the same Reciprocal Compensation, if any, as Local Traffic and ISP Bound Traffic exchanged through direct Interconnection as provided in Section 5.1 of this Agreement.

4.4 The Parties shall jointly engineer and configure Trunks for direct Interconnection of their networks over the Interconnection Facilities as follows:

4.4.1 The Parties shall jointly engineer and configure the Interconnection Facilities as a direct transmission path between the two Parties.

4.4.2 After the Parties have established direct Interconnection in accordance with Section 4.2 of this Agreement between their networks, if the traffic volumes exchanged over the Type-2B Interconnection facilities at any time exceed the centum call seconds busy hour equivalent of one (1) DS-1 (i.e. 500 busy hour centum call seconds) the Parties shall within sixty (60) days of such occurrence meet to coordinate the augmentation to the existing Trunk group or the establishment of a new direct two-way Trunk group to the applicable End Office Switches consistent with the grades of service and quality parameters set forth in this Agreement.

4.4.3 If it is determined that additional two-way Trunks are required under Section 4.4.2 above, then Charter shall within sixty (60) days of such determination order additional two-way Trunks, if necessary, provided that neither Party can require the other Party to provision unnecessary Trunks, and further, provided that neither Party may bill the other party for the cost of such Trunks.

4.4.4 Only valid NXX codes served by an End Office Switch or remote switch(es) that subtend that same End Office Switch may be accessed through a direct connection to that End Office Switch.

4.4.5 The Parties agree not to assign telephone numbers from an NPA-NXX to any end user physically located outside the Rate Center with which the NPA-NXX is associated.

4.4.6 All CHARTER originated traffic will be delivered to LAKEFIELD in a format that will not require LAKEFIELD to convert it from IP to TDM format.

4.4.7 The End Office switches of both Parties involved in the provision of Local Traffic and ISP Bound Traffic shall be managed in accordance with the applicable industry/Telcordia Technologies standards.

4.4.8 Based on the physical architecture and compensation arrangements that are set forth in this Agreement, each Party shall be responsible for establishing and maintaining physical facilities and logical trunking on its side of the POI to provide for the

Transport and Termination of Local Traffic and ISP Bound Traffic consistent with the standards set forth in this Agreement.

4.5 Common Channel Signaling.

4.5.1 Service Description. The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network Interconnection, in accordance with prevailing industry standards. Use of a third party provider of SS7 trunks is permitted.

4.5.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange Trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, wherever such information is needed for call routing, measuring, recording, or billing.

4.6 Mid-Span Meet. Subject to Section 4.4 above, either Party may request Interconnection through a Mid-Span Meet for the exchange of Local Traffic and ISP Bound Traffic.

4.6.1 A Mid-Span Meet is a fiber connection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface). The Mid-Span Meet is the location where one Party's facilities, provisioning, maintenance, and financial responsibility, begins and the other Party's responsibility ends.

4.6.2 If both Parties mutually agree to interconnect pursuant to a Mid-Span Meet, CHARTER and LAKEFIELD shall jointly engineer and operate an OC-3 Synchronous Optical Network ("SONET") transmission system. The Parties shall interconnect their transmission and routing of Local Traffic and ISP Bound Traffic via a local channel facility at the DS-1 Level. The Parties shall work jointly to determine the specific transmission system. CHARTER's SONET transmission equipment must be compatible with LAKEFIELD's SONET equipment.

4.6.3 CHARTER shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the CHARTER End Office Switch(es). LAKEFIELD shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the LAKEFIELD End Office Switch.

4.6.4 LAKEFIELD and CHARTER shall mutually designate a Mid-Span Meet within the borders or at the exchange boundary of the LAKEFIELD exchange area, LAKEFIELD shall make all necessary preparations to receive, and to allow and enable CHARTER to deliver, fiber optic facilities into the Mid-Span Meet with sufficient spare length to reach the splice point at the Mid-Span Meet.

4.6.5 CHARTER shall deliver and maintain its fiber strands wholly at its own expense. LAKEFIELD shall deliver and maintain its fiber strands wholly at its own expense. Upon verbal request by CHARTER, LAKEFIELD shall allow CHARTER access to the Mid-Span Meet entry point for maintenance purposes as promptly as possible.

4.6.6 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.

4.6.7 Each Party will be responsible for providing its own transport facilities to the Mid-Span Meet.

4.6.8 The Parties will mutually agree on the appropriate sizing for the facilities. The capacity of Interconnection Facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. CHARTER will order Trunks in the agreed upon quantities via an Access Service Request.

ARTICLE V. COMPENSATION FOR EXCHANGE OF TRAFFIC

5.1 Local Traffic. The Parties shall assume that Local Traffic and ISP Bound Traffic routed over the direct Interconnection Facilities originated by or terminating to the Parties' end user customers is roughly balanced between the Parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic and ISP Bound Traffic routed either indirectly through a third-party tandem or directly over the Interconnection Facilities. Either Party may request that a traffic study be performed no more frequently than once every twelve (12) months. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty (60) percent of the Parties' total terminated minutes, either Party may notify the other Party, as described in Section 17.10 of this Agreement. Upon receipt of such notice, CHARTER will provision direct ISP Bound Traffic trunks as provided in Section 4.2.2. If one Party is still terminating over sixty (60) percent of the remaining Local Traffic, each Party will bill the other Party for termination of Local Traffic at the rates as provided in Appendix B, Section I.

5.2 ISP Bound Traffic shall be subject to a Bill and Keep Arrangement.

5.3 Interconnection Facilities. If the Parties utilize direct Interconnection Facilities as described in Section 4.2 and Appendix A, CHARTER shall arrange for and maintain two-way Interconnection Facilities from the mutually agreed upon POI as provided in Appendix A and the CHARTER End Office Switch(es). Any nonrecurring and recurring cost of the two-way Interconnection Facilities between the POI as provided in Appendix A and the CHARTER End Office Switch(es) will be the responsibility of CHARTER. LAKEFIELD shall arrange for and maintain two-way Interconnection Facilities from the mutually agreed upon POI as provided in Appendix A and LAKEFIELD End Office Switch in Newtonburg, WI, including any remotes. Any nonrecurring and recurring cost of the two-way

Interconnection Facilities between the POI as provided in Appendix A and the LAKEFIELD End Office Switch in Newtonburg, WI will be the responsibility of LAKEFIELD.

5.4 Traffic Recording. In the event, that a traffic study is requested by either Party in accordance with Section 5.1 of this Agreement, the traffic recording and identification functions required to provide the study shall be performed by the Parties. Each Party will calculate terminating minutes of use based on standard Automatic Message Accounting ("AMA") recordings made within each Party's network. The Parties agree they will, to the extent feasible, make every reasonable attempt to accurately capture and report the actual usage exchanged between them for use in calculating the amount of traffic exchanged between the Parties routed over the Interconnection Facilities. Should actual traffic information (measured terminating minutes of use) not be available, the Parties will mutually agree, within thirty (30) days of receipt of a request by the other Party, on a suitable alternative basis for calculating the amount of traffic exchanged which most closely approximates the actual aggregate usage, e.g. exchange of originating records.

5.5 Reciprocal Compensation

5.5.1 Reciprocal Compensation is applicable for Transport and Termination of Local Traffic to the extent that traffic is imbalanced as described in Section 5.1. To the extent that the Bill-and-Keep Arrangement in Section 5.1 is not utilized by the Parties because of an imbalance of traffic Termination as described in the last sentence of Section 5.1, then the Parties agree that for the purposes of billing compensation for Local Traffic, billed minutes will be based upon actual usage recorded. For indirect traffic as described in Section 4.3 records/reports provided by the transiting carrier shall be the basis for billing if actual usage records are not available. 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 comes first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Local Traffic shall be based on the aggregated measured usage less traffic that is not Local Traffic.

5.5.2 Subject to the conditions and exceptions specifically described in this Agreement including, but not limited to, Section 4.1.7 above and 5.5.3 below, where a Bill-and-Keep Arrangement is not in place because traffic is imbalanced as described in Section 5.1, each Party shall pay the other Party for Transport and Termination of Local Traffic that either Party delivers to the other Party's network at the rates set forth in Appendix B of this Agreement and pursuant to the provisions of this Agreement. These rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement as described in Appendix B.

5.5.3 Neither Party will provide any compensation to the other Party for traffic associated with one-way paging services.

5.6 Affiliate Traffic. CHARTER and LAKEFIELD agree that any Local Traffic and ISP Bound Traffic exchanged by CHARTER and any LAKEFIELD Affiliate will be exchanged subject to all of the applicable terms and conditions of this Agreement. The terms "Local Traffic" and "ISP Bound Traffic" as used with respect to traffic exchanged between CHARTER and a LAKEFIELD Affiliate shall have the same meaning as those terms have been given in Sections 1.27 and 1.21, respectively, except that any references to LAKEFIELD shall be treated as references to LAKEFIELD's Affiliate.

5.7 CLEC Account Charge. If either Party exercises its right under Section 4.3.3 to require a direct Interconnection pursuant to Section 4.2, CHARTER shall pay LAKEFIELD the CLEC Account Establishment charge as provided in Appendix B if CHARTER fails to order the Interconnection Facilities as provided in Appendix A within sixty (60) days after CHARTER's receipt of a request for direct Interconnection from LAKEFIELD. The CLEC Account Establishment charge is a one-time only non-recurring charge. For avoidance of doubt, the charge authorized by this provision will be assessed only one time upon CHARTER, and will not be assessed unless CHARTER fails to comply with its obligations set forth in this Section.

ARTICLE VI. GENERAL RESPONSIBILITIES OF THE PARTIES

6.1 The Parties shall jointly develop a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both CHARTER and LAKEFIELD shall use commercially reasonable efforts to comply with the Implementation Schedule.

6.2 The Parties shall exchange good faith, non-binding technical descriptions and forecasts of their originating traffic in sufficient detail necessary to establish the interconnections required to assure traffic Termination.

6.3 Sixty (60) days prior to requesting additional two-way direct Trunk(s), CHARTER will provide LAKEFIELD with a six (6) month calendar month, non-binding forecast of its Trunking requirements. Additional forecasting of Trunking requirements will be provided by CHARTER to LAKEFIELD as mutually agreed to by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information".

6.4 Each Party is individually responsible: (i) to provide facilities within its network which are necessary for routing, transporting, measuring and billing for traffic received from the other Party's network; (ii) for delivering traffic to the other Party's network in a mutually acceptable format; and (iii) to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan, if applicable to such Party.

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

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

6.7 Each Party is responsible for obtaining LERG listings of CLLI codes assigned to its switches.

6.8 Each Party shall use the LERG published by Telcordia Technologies, or its successor, for obtaining route information and shall provide all required information to Telcordia Technologies for maintaining the LERG in a timely manner.

6.9 Each Party shall program and update its End Office Switches and network systems to recognize and route traffic to NXX codes assigned within the Mandatory Local Calling Scope to the other Party. All updates and network programming activities necessary to activate new NXX codes shall be completed by the time in which the code becomes effective in the LERG. If either Party fails to timely update and program its network with respect to such new NXX codes, upon notice from the other Party regarding such failure to update and program its network with respect to such new NXX codes, the Party receiving notice shall have an additional seventy-two (72) hours to perform this task. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

ARTICLE VII. NETWORK INTEROPERABILITY

7.1 Neither Party shall use any of the Interconnection Facilities provided in this Agreement in any manner that prevents other Party from using their service or destroys the normal quality of service to other Party or to either Party's end users. Subject to the dispute resolution provisions of Article XV, which shall be deemed to include 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 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the circuits, facilities or equipment of the other Party shall not interfere with or impair service over any circuits, facilities or equipment of the other Party, its Affiliate(s), or its connecting and concurring carriers involved in its services; or cause damage to the other Party's circuits, facilities or equipment, impair the privacy of any communications carried over the circuits, facilities or equipment or create hazards to the employees of the other Party, its Affiliate(s), or its connecting and concurring carriers or the public.

7.3 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstance. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

ARTICLE VIII. TERM AND TERMINATION

8.1 Subject to the provisions of Article XIV, the initial term ("Initial Term") of this Agreement shall be for two (2) years, which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term (as described below) that such Party intends to terminate this Agreement with or without cause, this Agreement shall automatically renew for an additional one year term ("Renewal Term"). In the event such notice of termination is provided, and either Party requests in good faith to negotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred sixty (160) calendar days following the date of termination, whichever is earlier, unless either Party petitions for arbitration and requests that the term of this Agreement continue until the arbitrated agreement becomes effective.

8.2 Notwithstanding Section 8.1, this Agreement will be terminated in the event that:

8.2.1 the Commission revokes, cancels, or otherwise terminates LAKEFIELD's certification to provide local exchange service in the Newton and Newtonburg exchanges or CHARTER's certification to provide local exchange service in the Two Rivers exchange; or

8.2.2 a court having jurisdiction over a Party's bankruptcy petition orders that this agreement should be terminated for failure of the debtor to perform its obligations hereunder.

8.3 In all other events, this Agreement may only be terminated early in the event that the Commission orders such termination in accordance with the dispute resolution provisions in Article XV.

8.4 Upon termination or expiration of this Agreement in accordance with this Article VIII each Party shall promptly pay all remaining amounts (including any late payment charges) owed under this Agreement.

ARTICLE IX. CANCELLATION CHARGES

9.1 Except as provided herein, no cancellation charges shall apply.

ARTICLE X. AUDIT

10.1 Upon reasonable written notice, each Party by an authorized representative approved by both Parties, which approval shall not be unreasonably withheld, shall have the right to conduct annual audits of and make copies, as necessary, of the relevant data (including billing records) possessed by the other Party to give assurance of compliance with the billing and compensation provisions of this Agreement. Each Party's right to access information for audit purposes is limited to data not in excess of twelve (12) months in age and the Party requesting an audit shall fully cooperate with the Party being audited and shall bear its own costs associated with conducting such audit.

10.2 The audited Party will fully cooperate with the auditing Party and provide access to necessary and applicable information at no charge to the auditing Party during normal business hours.

10.3 Any audit will be performed within sixty (60) days of written notice to the Party to be audited subject to the reasonable scheduling requirements and limitations of the audited Party and so as not to interfere with the audited Party's business operations. Audits will be performed at the audited Party's principal place of business in Wisconsin or other mutually agreeable location, or at the option of the audited Party provided there is no additional cost to the auditing Party, the audited Party may provide the auditing Party an electronic copy, in a mutually agreeable format, or a hard copy of all books, records, data and information required by the auditing Party to perform the audit.

10.4 Any billing adjustments which may be required as a result of such audit shall be made within forty-five (45) days of the date upon which the results of the audit are provided to the audited Party; provided however, either Party may challenge the results of an audit pursuant to the Dispute Resolution provisions of Article XV of this Agreement.

ARTICLE XI. INDEMNIFICATION

11.1 Indemnity Rights. Each Party (the "Indemnifying Party") will defend and indemnify the other Party, its Affiliates, and their respective officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

11.1.1 Any liabilities, claims, demands, causes of action, losses, damages, costs, expenses (including without limitation reasonable attorneys fees) by or to a third person ("Claims") arising out of the negligence or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its Affiliates, employees, agents and subcontractors; provided however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

11.1.2 Any Claims for infringement of intellectual property rights, where such infringement was caused by or arose from the services or facilities of the Indemnifying Party.

11.1.3 Any Claims arising from such Indemnifying Party's failure to comply with Applicable Law, including the Act or applicable FCC or Commission rule, regulation or order.

11.1.4 Any Claims arising from a breach of this Agreement.

11.2 Indemnification Procedures. The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any Claims by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such Claims to the Indemnifying Party, (iii) assert any and all provisions in its tariff that limit liability to third parties as a bar to any recovery by the third-party claimant in excess of such limitation. The Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such Claims. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the Claims. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, except that if the Indemnifying Party does not promptly assume or diligently pursue the tendered action, then the Indemnified Party may proceed to defend or settle said action at the expense of the Indemnifying Party.

11.2.1 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, delayed or conditioned; provided that if the Indemnified Party refuses such settlement or judgment, the Indemnified Party shall thereafter be responsible, at its own cost and expense, for the defense against the third party claim and the Indemnifying Party shall not be responsible for, nor shall it be obligated to further indemnify or hold harmless the Indemnified Party against, the third party claim for any amounts in excess of such refused settlement or judgment.

11.2.2 The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any Claims unless: (i) the Indemnifying Party has approved the settlement or compromise in advance (such approval shall not be unreasonably withheld, delayed or conditioned), or (ii) the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

ARTICLE XII. LIMITATION OF LIABILITY

12.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facilities which are provided by that Party, its Affiliates, authorized agents, contractors, or others retained by such Party, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, authorized agents, contractors, or other persons retained by such Party. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

12.2 Apportionment of Fault. In the case of any loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the resulting expense caused by its negligence or willful misconduct or the negligence or willful misconduct of such Party's Affiliates, authorized agents, contractors or other persons acting in concert with it.

12.3 Limitation of Damages. In no event will 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 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; provided that the foregoing will not limit (i) an Indemnifying Party's obligation under Article XI to indemnify, defend and hold the Indemnified Party harmless against any amounts payable to a third person for any Claims for which the Indemnifying Party is obligated to indemnify, defend and hold the Indemnified Party harmless and Consequential Damages of such third person, or (ii) a Party's liability to the other for reckless, wanton or willful misconduct

12.4 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 including, without limitation, acts of God, acts of nature, acts of civil or military authority, wars, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure, volcanic action, other major environmental disturbances, unusually severe weather conditions, (individually or collectively a "Force Majeure Event").

12.4.1 If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this Section: (i) by the acts or omissions of a Party's subcontractors, material men, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g. disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired..

ARTICLE XIII. DISCLAIMER OF REPRESENTATION AND WARRANTIES

13.1 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ANY IMPLIED WARRANTIES

ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, TRADE USAGE OR CUSTOM. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION EXCHANGED BETWEEN CHARTER'S, LAKEFIELD'S AND LAKEFIELD'S AFFILIATE'S END USERS.

ARTICLE XIV. REGULATORY APPROVAL

14.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. CHARTER authorizes LAKEFIELD to file a copy of this Agreement with the Commission on CHARTER'S behalf. Each Party covenants and agrees to fully support approval without modification of this Agreement by the Commission or the FCC under Section 252 of the Act. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion of the Agreement; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

14.2 Regulatory Changes. Notwithstanding any provisions in this Agreement to the contrary, if any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice to the other Party require that the affected provision(s) be renegotiated and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement. If such provisions are not renegotiated within sixty, (60) days after such notice, either Party may pursue formal resolution of disputes pursuant to Section 15.2 of this Agreement.

ARTICLE XV. DISPUTE RESOLUTION

The Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction, or suit to compel compliance with this dispute resolution process, the Parties shall use the following dispute resolution procedures.

15.1 Informal Resolution of Dispute. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or the enforcement of this Agreement or any of its terms shall be addressed by good faith negotiations between the Parties. To initiate such negotiations, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged non-performance and the name of a management-level individual with authority to resolve the dispute who will serve as the initiating Party's representative in the negotiations. The other Party shall have seven (7) business days to designate its own representative with authority to resolve the dispute in the negotiations. The Parties' representatives shall meet at least once within thirty (30) days after the date of the initiating Party's written notice in an attempt to reach a good

faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures to assist in the negotiations.

15.2 Formal Resolution of Dispute. If the Parties have been unable to resolve the dispute within sixty (60) days of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC or a court of competent jurisdiction.

15.3 Continuous Service. The Parties will continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties will continue to perform their payment obligations in accordance with this Agreement, except such obligation of continuous service will not extend past the termination date of the Agreement if terminated by a Party pursuant to Article VIII of this Agreement.

ARTICLE XVI. BILLING

16.1 Billing. Subject to Article V above, each Party shall bill the other Party on a monthly basis for all applicable charges under this Agreement. Charges will be billed in advance for all services and facilities to be provided during the next billing period except for charges associated with service usage and nonrecurring charges, which will be billed in arrears.

16.2 Payment Due. Payment of all invoices is due within forty-five (45) days after the invoice date. If the forty-fifth (45th) day after the invoice date falls on a Saturday, Sunday or designated bank holiday, the payment due date shall be the next day thereafter that is not a Saturday, Sunday or designated bank holiday.

16.3 Late Payment Charge. Late payments (including late payment of disputed amounts that are resolved in favor of the Billing Party) shall be subject to a late payment charge equal to the lesser of one percent (1%) per month or portion thereof or the maximum rate allowed by law of the unpaid balance until the full amount due, including associated late payment charges, is paid in full.

16.4 Unpaid Amounts. The billed Party shall use commercially reasonable efforts to provide written notice to the billing Party of any dispute concerning any billed but unpaid amount within forty-five (45) days after the invoice date, providing specific details regarding the disputed amount and the reason for disputing each disputed item. The billed Party shall pay, by the payment due date, all amounts that are not disputed within forty-five (45) days of the invoice date. Any billing disputes shall be resolved in accordance with the Dispute Resolution Process set forth in Article XV hereof

16.5 Back Billing. Neither Party will bill the other Party for previously unbilled charges for services or facilities that were provided more than one (1) year prior to the date of billing.

ARTICLE XVII. MISCELLANEOUS

17.1 Authorization.

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

17.1.2 CHARTER is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, duly authorized to conduct business in Wisconsin, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

17.2 Binding Effect; Authority. This Agreement will become binding upon and inure to the benefit of both Parties, their successors, and permitted assigns upon signature by both Parties, whose signatures will represent and warrant that the individual signing has sufficient authority to bind the Party on whose behalf the individual signs.

17.3 Compliance With Law. Each Party shall comply with Applicable Law and nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law.

17.4 Independent Contractors; Disclaimer of Agency. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any

17.5 Confidentiality.

17.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (the "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party (the "Receiving Party") or any of its officers, directors, employees, contractors, agents, attorneys or Affiliates (its "Representatives") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, will be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, will be confirmed in writing as confidential by the Disclosing Party to the

Receiving Party within ten (10) days after disclosure. Notwithstanding the foregoing,, information that would constitute customer proprietary network information ("CPNI") of the other Party's end user customers pursuant to Applicable Law shall be deemed to be the Proprietary Information of such Party as a Disclosing Party, whether or not such information is marked Confidential or Proprietary.

17.5.2 Unless Proprietary Information was previously known by the Receiving Party or its Representatives free of any obligation to keep it confidential, has been or is subsequently made public by an act not attributable to the Receiving Party or its Representatives, is explicitly agreed in writing not to be regarded as confidential, or is independently developed by the Receiving Party or its Representatives without violating any of their obligations under this Agreement it (i) shall be held in confidence by the Receiving Party and its Representatives; (ii) shall be disclosed to only those persons who have need for it in connection with the provision of services required to fulfill this Agreement and shall be used 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 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 only in accordance with Section 17.5.3 of this Agreement.

17.5.3 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 prior written notice is otherwise prohibited by such court or governmental authority in the exercise of its lawful authority. The Disclosing Party may seek appropriate protective relief from all or part of such requirement. The Receiving Party shall not interfere with and shall use commercially reasonable efforts to cooperate with the Disclosing Party's efforts to obtain any protective relief, which such Disclosing Party chooses to obtain.

17.5.4 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 (including all copies thereof) obtained from the other Party in connection with this Agreement Each Party shall use reasonable efforts, including instructing its Representatives and all employees and others who have had access to such Proprietary 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. Proprietary Information required to be returned does not include invoices and supporting detail (including switching records) relating to charges for the exchange of traffic.

17.5.5 The obligation of confidentiality and use with respect to Proprietary Information disclosed by one Party to the other shall, survive any termination of this Agreement for three (3) years unless a longer period is required by applicable law.

17.6 Governing Law. This Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions and by applicable federal law.

17.7 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, property, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for the period of time until such certificate is provided.

17.8 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 will not be unreasonably withheld, will 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 an Affiliate without consent, but with written notification to the other Party. The effectiveness of an assignment will be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. A Party making the assignment must notify the Commission and the other Party sixty (60) days in advance of the effective date of the assignment, or if less, as soon as reasonably possible.

17.9 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. LAKEFIELD asserts that it is a Rural Telephone Company and is entitled to all rights afforded Rural Telephone Companies under the Act including, but not limited to, exemptions, suspensions, and modifications under 47 USC 251(f). This Agreement does not affect, and LAKEFIELD does not waive, any rights including, but not limited to, the rights afforded LAKEFIELD under 47 USC 251 (f). This Agreement is for the exchange of traffic, not interconnection of LAKEFIELD and CHARTER as competing service providers. CHARTER shall obtain certification in accordance with Wis. Stat. 196.50(1)(b)(2) prior to providing Exchange Services within the authorized territory of LAKEFIELD. By entering into the Agreement, LAKEFIELD does not consent to such certification, and reserves the right to object to such certification.

17.10 Notices

Except as otherwise provided under this Agreement, any notices, demands, requests, elections or other communications made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received: (a) if hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; (b) if sent by first class mail, postage prepaid, the

day received; (c) if sent by overnight courier, the next business day after delivery to the courier, on the day received. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

To: Lakefield Telephone Company
Attn: Philip Nass, General Manager
Post Office Box 102
Newton, WI 53063

With a copy to:

Judd A. Genda
Axley Brynelson, LLP
Post Office Box 1767
Madison, WI 53701-1767

To: Charter Fiberlink, LLC:
Attention Legal Department - Telephone
12405 Powerscourt Drive
St. Louis, MO 63131

With a copy to:

Charter Communications, Inc.
Carrier Relations - Telephone
12405 Powerscourt Drive
St. Louis, MO 63131

And:

Charles A. Hudak
Norman B. Gerry
Friend, Hudak & Harris, LLP
Three Ravinia Drive
Suite 1450
Atlanta, Georgia 30346-2117

Each Party will provide the other Party written notice pursuant to this Section if they desire to change the contact information above.

17.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its Affiliates, subcontractors, agents or other persons retained by such Party 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 prior written consent.

17.12 Survival. The Parties' obligations under this Agreement that by their nature are intended to continue beyond the termination or expiration of this Agreement (e.g., Article XI,

Indemnification) will survive the termination or expiration of this Agreement.

17.13 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.

17.14 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.

17.15 Notice of Changes. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall provide to the other Party written notice at least ninety (90) days prior to the incorporation of any change or upgrade in its network, which will materially impact exchange of traffic between the Parties over the Interconnection Facilities. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

17.16 Severability. If any provision of this Agreement is, for any reason, held by a court or regulatory agency of competent jurisdiction to be unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. If replacement language cannot be agreed upon pursuant to negotiations, the Parties shall attempt to agree upon replacement language pursuant to the Dispute Resolution process set forth in Article XV.

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

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

17.19 Amendments. This Agreement may not be amended, modified or supplemented other than by a written instrument executed by both Parties. Any amendment, modification or supplement to this Agreement shall be filed with the Commission and approved by the Commission as may be required by Applicable Law.

17.20 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage

for bodily injury and property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self insurance).

17.21 Entire Agreement. This Agreement including any Appendices referred to herein 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Charter Fiberlink, LLC
By: Charter Communications, Inc.,
its Manager

By: Patrick S. Lewis

Printed: PATRICK S. LEWIS

Title: VICE PRESIDENT

Date: 11/25/09

Lakefield Telephone Company

By: Philip Nass

Printed: PHILIP NASS

Title: SEC | TREAS

Date: 11 | 11 | 2009

Appendix A

Schedule of Interconnection Facilities

I. Interconnection Trunks and Facilities

a. Type 2B. If the Parties utilize direct Interconnection Facilities as described in Section 4.2, CHARTER shall arrange for and maintain direct Interconnection Trunks between the LAKEFIELD End Office Switch in Newtonburg, WI and the CHARTER End Office Switch(es).

b. Point of Interconnection. For the exchange of Local Traffic and ISP Bound Traffic utilizing direct Interconnection facilities in accordance with this Agreement, the Parties agree to initially connect twenty-four (24) Trunks using one (1) DS-1. On LAKEFIELD's side of the POI, the DS-1 will be provisioned over LAKEFIELD's and/or its Affiliate's facilities between the LAKEFIELD End Office Switch in Newtonburg, WI, and the POI. On CHARTER's side of the POI, the DS-1 will be provisioned over CHARTER's facilities between the POI and CHARTER's End Office Switch(es). The POI will be at the LAKEFIELD exchange boundary located at the V and H coordinates: V5575, H3662.

c. Point of Interconnection. For the exchange of ISP Bound Traffic utilizing direct Interconnection Facilities in accordance with this Agreement, if separate Interconnection Facilities are required for ISP Bound Traffic pursuant to Section 5.1, the Parties agree to connect twenty-four (24) Trunks using one (1) DS-1. On LAKEFIELD's side of the POI, the DS-1 will be provisioned over LAKEFIELD's and/or its Affiliate's facilities between the LAKEFIELD End Office Switch in Newtonburg, WI and the POI. On CHARTER's side of the POI, the DS-1 will be provisioned over CHARTER's facilities between the POI and CHARTER's End Office Switch(es). The POI will be at the LAKEFIELD exchange boundary located at the V and H coordinates: V5575; H3662.

d. The same physical facilities may be used for separate dedicated Trunks for Local Traffic and ISP Bound Traffic.

II. Dedicated Facilities

Per Applicable LAKEFIELD tariff or agreement with LAKEFIELD Affiliate.

III. Cost Obligations for Interconnection Facilities

a. LAKEFIELD shall be responsible for and shall pay for 100% of the Interconnection Facilities and Trunks from the POI(s) to the LAKEFIELD End Office Switch in Newtonburg, WI and any LAKEFIELD or LAKEFIELD Affiliate remote switches subtending that End Office Switch.

b. CHARTER shall be responsible for and shall pay for 100% of the Interconnection Facilities and Trunks from the POI(s) to CHARTER's End Office Switch(es).

Appendix B

Schedule of Rates and Charges

This Appendix specifies the rates for the Transport and Termination of Local Traffic and ISP Bound Traffic delivered by one Party to the network of the other Party and the charges for other services pursuant to the Agreement.

I. Rates for Transport and Termination End Office Switching

a. Direct or Indirect End Office Switching rate: $.030

b. These rates are reciprocal and symmetrical for Local Traffic exchanged between LAKEFIELD and CHARTER and apply for all Local Traffic Minutes Of Use.

II. Dedicated Facilities

Per Applicable LAKEFIELD tariff or agreement with LAKEFIELD Affiliate.

III. CLEC Account Establishment Charge $750

Appendix C

Exchanges and NPA/NXX's

I. Lakefield Telephone Company's and its Affiliates' NPA/NXXs

Rate Center	ENTITY	NPA/NXX
Newtonburg	Lakefield Telephone Company	920-758
Newton	Lakefield Telephone Company	920-726
Two Rivers	Lakefield Communications, Inc.	920-553
Two Rivers	Lakefield Communications, Inc.	920-793 (ported)
Two Rivers	Lakefield Communications, Inc.	920-794 (ported)

II. Charter Fiberlink, LLC's NPA/NXXs

Rate Center	NPA/NXX
Kiel	920-286-6
Manitowoc	920-482-8
Mishicot	920-654-2
Two Rivers	920-657-1

Appendix D

Internet Service Providers Telephone Numbers

I. Lakefield Telephone Company

Internet Service Provider	Telephone Number

If a specific trunk group is provisioned pursuant to Section 4.2.2 and Section 5.1 herein the Parties agree to identify these ISPs and associated numbers here.

II. Charter Fiberlink, LLC

Internet Service Provider	Telephone Number

If a specific trunk group is provisioned pursuant to Section 4.2.2 and Section 5.1 herein the Parties agree to identify these ISPs and associated numbers here.

LOCAL EXCHANGE TARIFF

1. LOCAL EXCHANGE ACCESS LINE SERVICE (Continued)

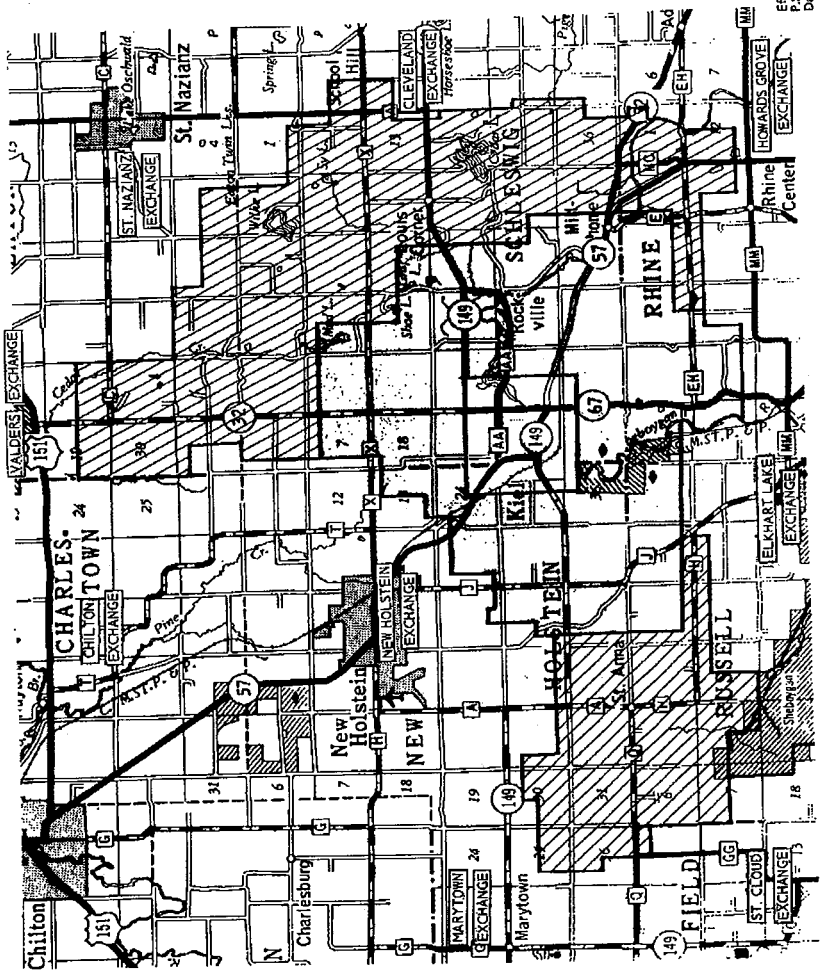
1.5 EXCHANGE AREA MAPS (Continued)

P.S.C. of Wis. Number 2
Revised Sheet Number 7
Amendment Number M-639

BASE RATE AND EXCHANGE AREA BOUNDARY MAP

KIEL, WISCONSIN

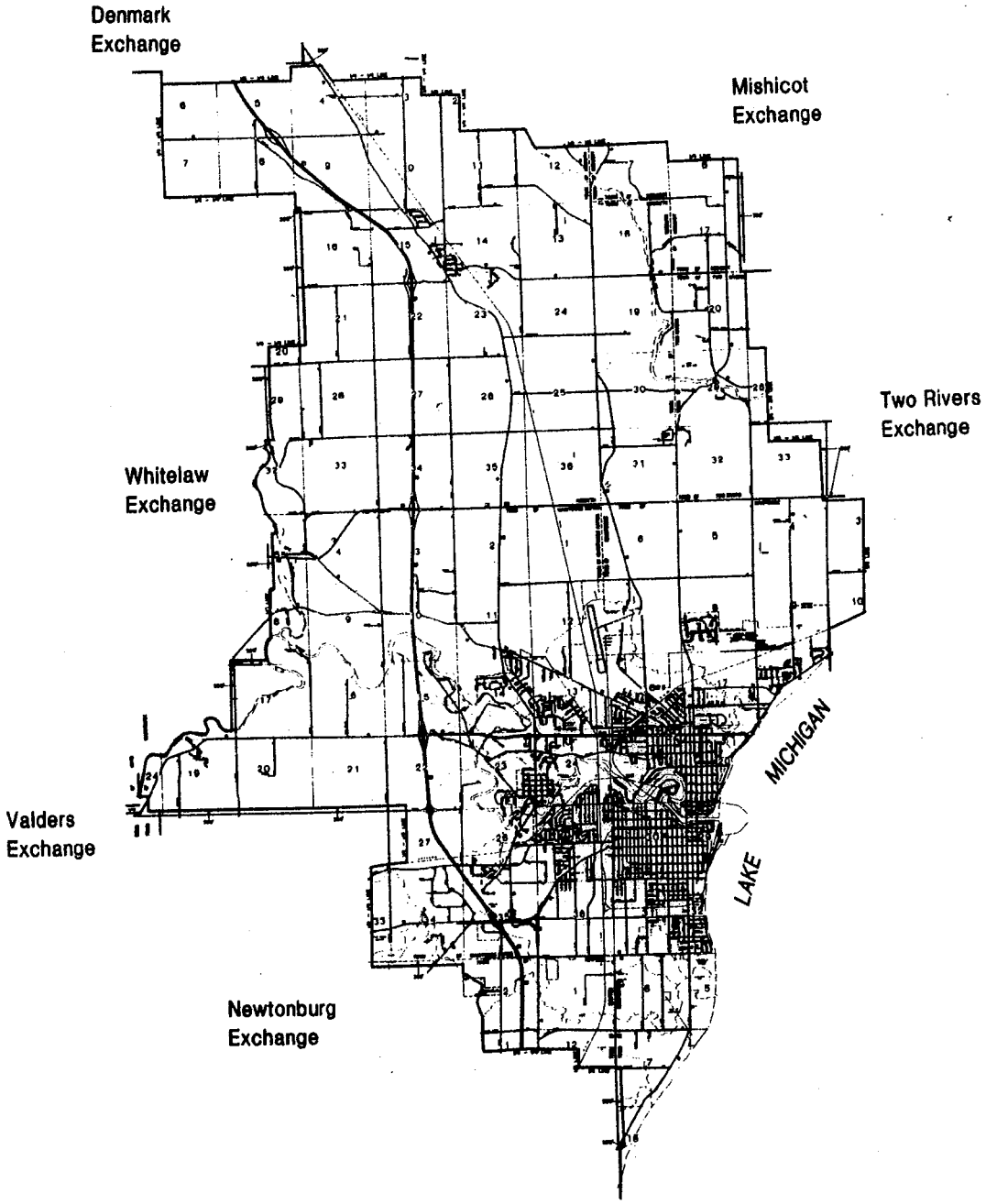
General Telephone Company of Wisconsin
Kiel Exchange
Counties - Calumet, Fond du Lac, Manitowoc, Sheboygan



Effective Date - January 1, 1977
P.S.C.W. Letter of Acceptance:
Dated - January 10, 1977

Manitowoc Exchange
County - Manitowoc

Exchange Area Boundary Map



Code

● Central Office

▬ Exchange Area Boundary

PSCW acceptance
by letter dated October 10, 1991

Material formerly appeared in P.S.C. of W. No. 1 in a Separate Binder for Exchange Area Boundary Maps on Page 46, Release 1.0

LOCAL EXCHANGE TARIFF

1. LOCAL EXCHANGE ACCESS LINE SERVICE (Continued)

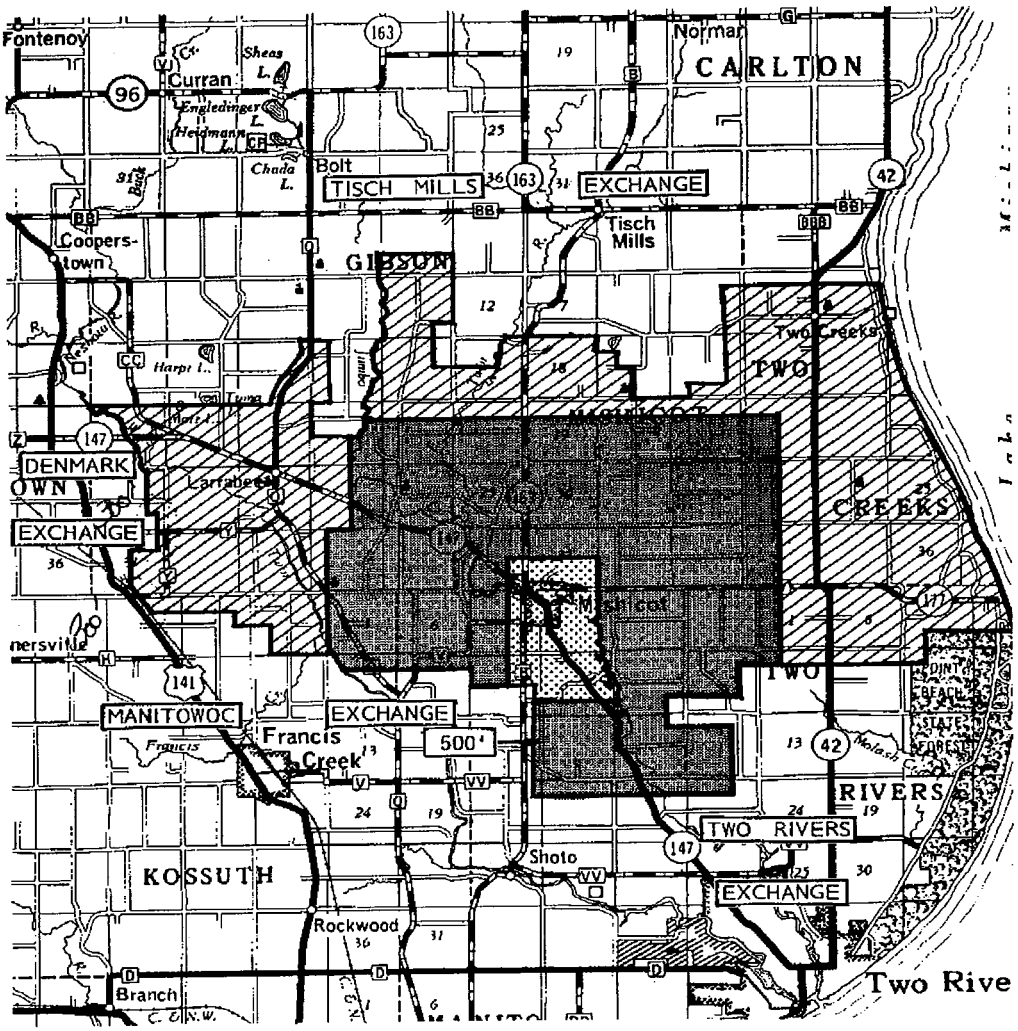
1.5 EXCHANGE AREA MAPS (Continued)

General Telephone Company of Wisconsin
Mishicot Exchange
County - Manitowoc

P.S.C. of Wis. Number 2
Revised Sheet Number 4
Amendment Number M-504

BASE RATE AND EXCHANGE AREA BOUNDARY MAP

MISHICOT, WISCONSIN



Effective Date - July 6, 1969
P.S.C.W. Letter of Acceptance
Dated - July 17, 1969

LOCAL EXCHANGE TARIFF

1. LOCAL EXCHANGE ACCESS LINE SERVICE (Continued)

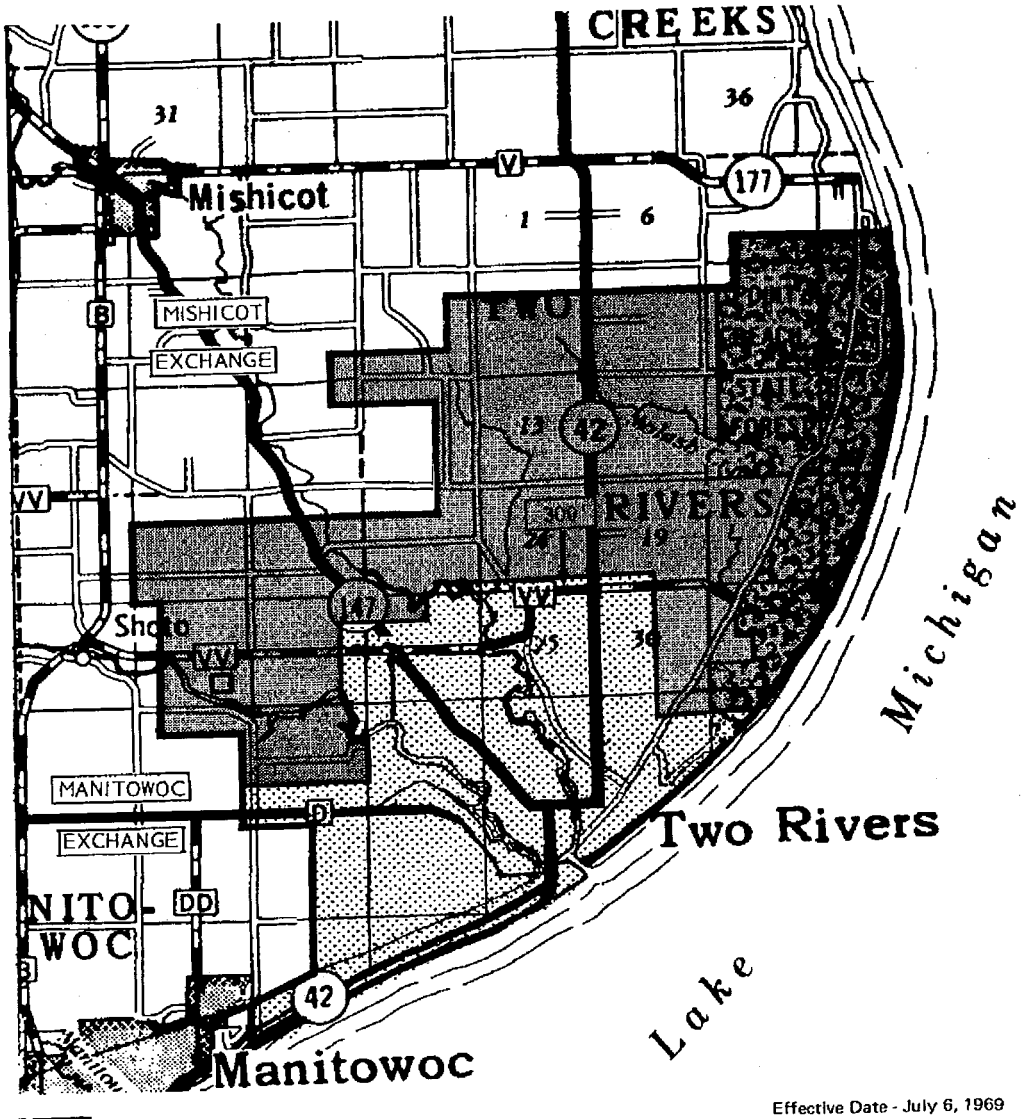
1.5 EXCHANGE AREA MAPS (Continued)

General Telephone Company of Wisconsin
Two Rivers Exchange
County - Manitowoc

P.S.C. of Wis. Number 2
Revised Sheet Number 5
Amendment Number M-504

BASE RATE AND EXCHANGE AREA BOUNDARY MAP

TWO RIVERS, WISCONSIN



Base Rate Area

Zone 1

Effective Date - July 6, 1969
P.S.C.W. Letter of Acceptance:
Dated - July 17, 1969