

**TRAFFIC EXCHANGE AGREEMENT**

**Effective February 25, 2011**

**By and Between**

**Baldwin Broadband, LLC**

**and**

**CenturyTel of Central Wisconsin, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC,  
CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of  
Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of  
Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of  
the Midwest-Kendall, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel  
of Wisconsin, LLC, Telephone USA of Wisconsin, LLC**

**For the State of Wisconsin**

## **TRAFFIC EXCHANGE AGREEMENT**

This Traffic Exchange Agreement ("Agreement"), dated February 25, 2011, is entered into by between Baldwin Broadband, LLC, a Wisconsin CLEC ("CLEC"), and CenturyTel of Central Wisconsin, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of Wisconsin, LLC, Telephone USA of Wisconsin, LLC all of which are d/b/a CenturyLink (collectively "CenturyLink") to establish the rates, terms and conditions for local interconnection and the exchange of Local Traffic. (CenturyLink and CLEC may be referred to individually as a "Party" and collectively as the "Parties").

**NOW THEREFORE**, the Parties agree as follows:

### **1. TRAFFIC EXCHANGE AGREEMENT**

The Parties agree that the Agreement between the Parties shall consist of the Traffic Exchange Agreement and any amendments thereto between CenturyLink and Comcast Phone of Wisconsin, LLC dated December 20, 2005 (the "Adopted Agreement").

All services provided under this Agreement will be consistent with the decisions of courts having jurisdiction over this Agreement, including but not limited to the decisions of the Court of Appeals and the United States Supreme Court.

### **2. PARTIES:**

CLEC is hereby substituted in the Adopted Agreement for Comcast Phone of Wisconsin and CenturyLink shall remain as the other Party to the Adopted Agreement. Except as modified herein, this Agreement shall in all other respects reflect the same terms as the Adopted Agreement.

### **3. TERM:**

This termination date of this Agreement is December 20, 2011.

### **4. NOTICES:**

Except as otherwise provided, all notices and other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage paid, return receipt requested and addressed as follows:

To CLEC:	Baldwin Broadband, LLC Larry Knegendorf General Manager 930 Maple Street Baldwin, WI 54002
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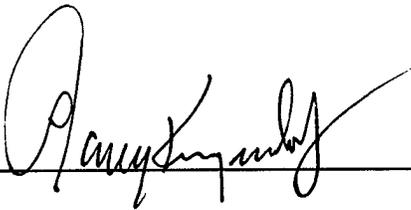
To CenturyLink:

Director – Contract Management  
CenturyLink  
KSOPKJ0201-2076  
5454 W. 110th Street  
Overland Park, KS 66211

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

Baldwin Broadband, LLC

CenturyTel of Central Wisconsin, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of Wisconsin, LLC, Telephone USA of Wisconsin, LLC

By: 

By: 

Name: Larry Knegeendorf

Name: Michael R. Hunsucker

Title: General Manager

Title: Director – Contract Management

Date: 2/23/11

Date: 3-7-11