



**Adoption of the
Traffic Exchange Agreement
And
ICC VoIP Amendment
By**

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 MIDWEST-KENDALL, LLC;
CENTURYTEL OF MIDWEST-WISCONSIN, LLC;
CENTURYTEL OF WISCONSIN, LLC;
TELEPHONE USA OF WISCONSIN, LLC;**

each of which is now doing business as, and is hereinafter referred to as “CENTURYLINK”

**Adopting the
Traffic Exchange Agreement**

Between

**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 MIDWEST-KENDALL, LLC;
CENTURYTEL OF MIDWEST-WISCONSIN, LLC;
CENTURYTEL OF WISCONSIN, LLC;
TELEPHONE USA OF WISCONSIN, LLC;**

each of which is now doing business as, and is hereinafter referred to as “CENTURYLINK”

And

**Comcast Phone of Wisconsin, LLC
For the State of Wisconsin**

Adoption of the Traffic Exchange Agreement

This Adoption of the Traffic Exchange Agreement and ICC VoIP Amendment ("Agreement") is entered into by and between 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 Midwest-Kendall, LLC; CenturyTel of Midwest Wisconsin, LLC; CenturyTel of Wisconsin and Telephone USA of Wisconsin, LLC, (collectively referred to herein as "CenturyLink" without diminishing or affecting the separate and distinct legal entity status of each CenturyLink ILEC operating company), ("CenturyLink"), each of which is a Wisconsin corporation and Baldwin Broadband, LLC ("Baldwin Broadband"), a Wisconsin corporation, and each of which may be referred to herein as "Party", or collectively as "the Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of Wisconsin.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Traffic Exchange Agreement and the ICC VoIP Amendment entered into by and between 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 Midwest-Kendall, LLC; CenturyTel of Midwest Wisconsin, LLC; CenturyTel of Wisconsin and Telephone USA of Wisconsin, LLC, each of which is now doing business as CenturyLink, and Comcast Phone of Wisconsin, LLC,, for the State of Wisconsin, that was effective on September 25, 2012. ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the Terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 Unless otherwise stated differently in the Agreement, all CenturyLink obligations are CenturyLink ILEC operating company-specific obligations and are not obligations that are jointly-provided or otherwise shared between the listed operating companies as a collective entity.

2. PARTY

For the purposes of this Agreement, Baldwin Broadband is hereby substituted in the Adopted Agreement for Comcast Phone of Wisconsin, LLC.

3. PROVISIONS

- 3.1 The Terms of the Comcast Phone of Wisconsin, LLC Agreement is being adopted in its entirety by Baldwin Broadband pursuant to Baldwin Broadband's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Baldwin Broadband's 252(i) election.
- 3.2 Should Baldwin Broadband attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

4. EFFECTIVE DATE AND TERM

- 4.1 This Agreement, if an initial Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Traffic Exchange Agreement, this Agreement shall replace the existing Traffic Exchange Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Traffic Exchange Agreement.
- 4.3 The expiration date of this Agreement shall be the expiration date of the Adopted Agreement, which is September 25, 2015. However, this Adoption Agreement shall comport with the Follow-on Term provisions of the Adopted Agreement.

5. NOTICES

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

To CenturyLink:
CenturyLink
Director Wholesale Contracts
930 15th Street, 6th Floor
Denver, CO 80202
Phone: 303-672-2879
Email: intagree@centurylink.com

With Copy to:
CenturyLink Legal Department
Wholesale Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: Legal.Interconnection@centurylink.com

To Baldwin Broadband:
Baldwin Broadband, LLC
Attention: Matt Sparks
930 Maple Street
Baldwin, WI 54001
Phone: 715-684-3346
Email: matt.sparks@baldwin-telecom.net

6. REGULATORY REQUIREMENTS

- 6.1 Baldwin Broadband represents and warrants that it is authorized to provide telecommunications services in the State of Wisconsin.
- 6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

IN WITNESS WHEREOF, Baldwin Broadband and CenturyLink have caused this Agreement to be executed by their respective duly 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 MIDWEST- KENDALL, LLC;
CENTURYTEL OF MIDWEST-WISCONSIN, LLC;
CENTURYTEL OF WISCONSIN, LLC;
TELEPHONE USA OF WISCONSIN, LLC;
each of which is now doing business as,
CENTURYLINK**

DocuSigned by:
Matt Sparks
AAFBCC8242147F...

Signature

 Matt Sparks
Printed Name

 General Manager
Title

 11/5/2013
Date

05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen

Signature

 L. T. Christensen
Printed Name

 Director – Wholesale Contracts
Title

 11/5/2013
Date