INTERCONNECTION AGREEMENT FOR BROADBAND COMMERCIAL MOBILE RADIO SERVICE (CMRS) UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

by and between

BELL ATLANTIC - PENNSYLVANIA, INC.

and

AMRO CELLULAR CORPORATION

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INTERCONNECTION AGREEMENT FOR BROADBAND COMMERCIAL MOBILE RADIO SERVICE (CMRS) UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, is effective as of the date of its approval by the Pennsylvania Public Utility Commission (the "Effective Date"), by and between Bell Atlantic -Pennsylvania, Inc. ("BA"), a Pennsylvania corporation with offices at 1717 Arch Street, 32nd Floor, Philadelphia, PA 19103, and Amro Cellular Corporation, d/b/a CellularOne of Fayette and Greene Counties (trading in PA RSA 9, hereinafter referred to as "PriCellular"), a Delaware corporation with offices at 1150 Connecticut Avenue N.W., Suite 1100, Washington D.C. 20036.

WHEREAS, BA and PriCellular (individually a "Party" and collectively the "Parties") intend to interconnect their networks at mutually agreed upon points of interconnection to provide local Telecommunications Services (all as defined below) to their respective customers;

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act (as defined below) and additional services as set forth herein; and

WHEREAS, the Parties agree this Agreement shall supersede any existing Interconnection and Traffic Interchange Agreement and appended Riders between them.

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, PriCellular and BA hereby agree as follows:

This Agreement sets forth the terms, conditions and pricing under which the Parties will offer and provide to each other network Interconnection, access to Network Elements, ancillary services, and wholesale Telecommunications Services available for resale within each LATA in which they both operate within the Commonwealth of Pennsylvania. As such, this Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Pennsylvania Public Utility Commission and the Parties will specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. For convenience of reference only, the definitions of certain terms that are As Defined in the Act (as defined below) are set forth on Schedule 1.0.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, and as from time to time interpreted in the rules and regulations of the FCC.

1.2 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal of up to 6 mbps to the Customer and up to 640 kbps from the Customer.

1.2A "Affiliate" is As Defined in the Act.

1.3 "Agreement" means this Interconnection Agreement and all Exhibits and Schedules appended hereto.

1.4 "Ancillary Traffic," means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: LSV/VCI, Directory Assistance, 911/E911, Operator Services (call completion), 800/888 database query, LIDB, and information services requiring special billing.

1.5 "Applicable Laws" means all State or Federal laws, regulations, and orders applicable to each Party's performance of its obligations hereunder.

1.6 "As Defined in the Act" means as specifically defined by the Act and as from time to time interpreted in the rules and regulations of the FCC.

1.7 "As Described in the Act" means as described in or required by the Act and as from time to time interpreted in the rules and regulations of the FCC.

1.7A "Broadband Commercial Mobile Radio Service" or Broadband "CMRS" means an interconnected two way, point-to-point, simultaneous full duplex wireless service offered for profit to the public or such classes of eligible users as to be effectively available to a substantial portion of the public but shall exclude paging service or other wireless services as may be determined by the FCC or the Commission as being entitled to different termination compensation than Broadband CMRS. PriCellular is a Broadband CMRS provider. Hereinafter, Broadband CMRS will be referred to as "CMRS."

1.8 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.9 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party.

1.10 "Central Office Switch" or "Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switch" or "End Office" which is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks;

(b) "Tandem Switch" or "Tandem Office" which is a switching entity that is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence. An "Access Tandem Office" or "Access Tandem" is a Tandem Office that also has billing and recording capabilities to provide Switched Exchange Access Services; and

(c) "Mobile Switching Center" or "MSC", as defined below.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.11 [Reserved]

1.12 "CLASS Features" means certain Common Channel Signaling-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; and future features**.**

1.13 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") equipment or transmission facilities necessary for Interconnection or for access to Network Elements offered by the second Party on an unbundled basis are installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to a Housing Party Wire Center, other mutually agreed-upon locations of the Housing Party, or any other location for which Collocation has been ordered by the FCC or Commission. Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains

its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party owns, installs, and maintains equipment dedicated to use by the Collocating Party in the Housing Party's premises. BA currently provides Collocation under terms, rates, and conditions as described in tariffs on file or soon to be filed with the FCC and the Commission. Upon request by either Party, BA and PriCellular will address the provision of additional types of Collocation arrangements, including additional physical locations and alternative utilizations of space and facilities.

1.14 "Commission" means the Pennsylvania Public Service Commission.

1.15 "Common Channel Signaling" or "CCS" means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data traffic of the call. "SS7" means the Signaling System 7 common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph ("CCITT") and the American National Standards Institute ("ANSI"). "CCSAC" or "CCSAS" means the common channel signaling access connection or service, respectively, which connects one Party's signaling point of interconnection ("SPOI") to the other Party's STP for the exchange of SS7 messages.

1.15A "Connecting Circuit" means the facility used to interchange traffic between BA's system and PriCellular's interconnection point.

1.16 "Competitive Local Exchange Carrier" or "CLEC" means any non-incumbent Local Exchange Carrier operating as such in BA's certificated territory covered by this Agreement.

1.17 "Cross Connection" means a jumper cable or similar connection provided pursuant to Collocation at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.18 "Customer" means a third-party subscriber to Telecommunications Services provided by either of the Parties.

1.19 "Dialing Parity" is As Defined in the Act.

1.20 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.21 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the

time-division multiplex hierarchy.

1.22 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.23 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.24 "Exchange Access" is As Defined in the Act.

1.25 "Exchange Message Record" or "EMR" means the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement, and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bell Communications Research, Inc. ("Bellcore") document that defines industry standards for Exchange Message Records.

1.26 [Reserved]

1.27 "FCC" means the Federal Communications Commission.

1.27A "FCC Regulations" and the “Interconnection Orders” both mean regulations published in 47 C.F.R. and the published Orders of the FCC, including, but not limited to, the First and Second Report and Order In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Interconnection between Local Exchange and Commercial Mobile Radio Service Providers, CC Docket Nos. 96-98 and 95-185, adopted on August 1, 1996.

1.28 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to 784 kbps simultaneously in both directions on a two-wire channel using a 2 Binary / 1 Quartenary ("2B1Q") line code.

1.29 "Independent Telephone Company" or "ITC" means any entity other than BA which, with respect to its operations within Pennsylvania, is an "Incumbent Local Exchange Carrier" As Described in the Act.

1.30 "Information Service Traffic" means Local Traffic or IntraLATA Toll Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service

provided over a Party's information services platform.

1.31 "Integrated Digital Loop Carrier" means a subscriber loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) loop transmission paths combined into a 1.544 Mbps digital signal.

1.32. "Integrated Services Digital Network" or "ISDN" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for digital transmission of two 64 kbps bearer channels and one 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN ("PRI-ISDN") provides for digital transmission of twenty three (23) 64 kbps bearer channels and one 16 kbps data and signaling channel (23 B+D).

1.33 "Interconnection" is as Described in the Act, and means the connection of separate pieces of equipment or transmission facilities within, between, or among networks. The architecture of Interconnection may include, but is not limited to, Collocation Arrangements and entrance facilities.

1.33A "Interconnection Point" or "IP" means a physical location where two networks are linked for the purpose of exchanging traffic.

1.34 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.35 "Interim Number Portability" or "INP" means the use of existing and available call routing, forwarding, and addressing capabilities (e.g. remote call forwarding) to enable a Customer to receive Telephone Exchange Service provided by any Local Exchange Carrier or CMRS Provider operating within the exchange area with which the Customer's telephone number(s) is associated, without having to change the telephone number presently assigned to the Customer and regardless of whether the Customer's chosen Local Exchange Carrier or CMRS Provider is the carrier that originally assigned the number to the Customer.

1.36 "InterLATA" is As Defined in the Act.

1.36A "InterMTA Traffic" is as defined in the Interconnection Orders. InterMTA Traffic is Toll Traffic.

1.37 "IntraLATA Toll Traffic" means those intraLATA CMRS calls that are not defined as

Local Traffic in this Agreement.

1.37A "IntraMTA Traffic" is as defined in the Interconnection Orders.

1.38 "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for basic rate ISDN service.

1.39 "Line Status Verification" or "LSV" means an operator request for a status check on the line of a called party. The request is made by one Party's operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.40 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.41 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.42 "Local Serving Wire Center" means a Wire Center that (i) serves the area in which the other Party's or a third party's Wire Center, aggregation point, point of termination, or point of presence is located, or any Wire Center in the LATA in which the other Party's Wire Center, aggregation point, point of termination or point of presence is located in which the other Party has established a Collocation Arrangement or is purchasing an entrance facility, and (ii) has the necessary capabilities for providing transport services.

1.43 "Local Telephone Number Portability" or "LTNP" means "number portability" As Defined in the Act.

1.44 "Local Traffic" means IntraMTA Traffic.

1.44A "Major Trading Area" or "MTA" is as defined in 47 C.F.R. §24.102.

1.45 "Main Distribution Frame" or "MDF" means the primary point at which outside plant facilities terminate within a Wire Center, for interconnection to other telecommunications facilities within the Wire Center.

1.46 "MECAB" means the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry

Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR--BDS--00983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

1.47 "MECOD" means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

1.48 "Meet-Point Billing" or "MPB" means an arrangement whereby two or more Telecommunications Carriers jointly provide to a third party the transport element of a Switched Exchange Access Service to one of the carriers' End Office Switches, with each carrier receiving an appropriate share of the transport element revenues as defined by their effective Exchange Access tariffs. "Meet-Point Billing Traffic" means traffic that is subject to an effective Meet-Point Billing arrangement.

1.49 "Mid-Span Meet" means an Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon point of interconnection.

1.49A "Mobile Switching Center" or "MSC" means a switching facility used by a CMRS provider to, among other things, terminate Customer mobile wireless services.

1.50 "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" means the MPB method whereby each Telecommunications Carrier prepares and renders its own meet point bill in accordance with its own Tariff(s) for the portion of the jointly-provided Switched Exchange Access Service which the carrier provides.

1.51 "Network Element" is As Defined in the Act.

1.52 "Network Element Bona Fide Request" means the process described on Exhibit B that prescribes the terms and conditions relating to a Party's request that the other Party provide a Network Element not otherwise provided by the terms of this Agreement.

1.53 "North American Numbering Plan" or "NANP" means the telephone numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean nations. The NANP

format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.54 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. There are two general categories of NPAs, "Geographic NPAs" and "Non-Geographic NPAs." A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code," is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.55 "NXX," "NXX Code," or "End Office Code" means the three digit switch entity indicator (i.e. the first three digits of a seven digit telephone number).

1.55A "NXX Code - Rate Change Charge" means the charge for changing a rate center designation associated with a NXX code when the change has been requested by a Telecommunications Carrier.

1.56 "Permanent Number Portability" or "PNP" means the use of a database or other technical solution that comports with regulations issued by the FCC to provide LTNP for all customers and service providers.

1.57 "Port Element" or "Port" means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which serves as the physical Interconnection between individual loops or individual Customer trunks and the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone number(s) which serves as the Customer's network address.

1.58 "Rate Center Area" or "Exchange Area" means the specific geographic point and corresponding geographic area which has been identified by a given LEC or CMRS provider as being associated with a particular NPA-NXX code assigned to the LEC or CMRS provider for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC or CMRS provider has identified as the area within which it will provide Telephone Exchange or wireless Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. A "Rate Center Point" is a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.59 "Rate Demarcation Point" means the point of minimum penetration at a premise or other point where each Party's responsibilities for its network facilities end.

1.60 "Rating Point" or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for distance-sensitive transport charges for switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location, or a "LEC Consortium Point of Interconnection." Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point/Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

1.61 "Reciprocal Compensation" is As Described in the Act, and refers to the payment arrangements that recover costs incurred for the transport and termination of Local Traffic originating on one Party's network and terminating on the other Party's network.

1.62 "Service Control Point" or "SCP" means the node in the common channel signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.63 "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.64 "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.65 "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMR Bellcore Practice BR-010-200-010.

1.66 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B,

Feature Group D, 700 access, 800 access, 888 access, and 900 access.

1.67 "Switching Element" is the unbundled Network Element that provides a Telecommunications Carrier the ability to use switching functionality in a BA End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user customer(s). The Switching Element will be provisioned with a Port Element, which provides line side access to the Switching Element.

1.67A "Tariff" means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions under which a Party offers a particular service, facility, or arrangement.

1.68 "Technically Feasible Point" is As Described in the Act.

1.69 "Telecommunications" is As Defined in the Act.

1.70 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

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

1.72 "Telecommunications Service" is As Defined in the Act.

1.73 "Telephone Exchange Service," sometimes also referred to as "Exchange Service," is As Defined in the Act. Telephone Exchange Service generally provides the Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network, and enables such Customer to place or receive calls to all other stations on the public switched telecommunications network.

1.74 "Toll Traffic" means traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that Party's network and is not Local Traffic or Ancillary Traffic. InterMTA Traffic is Toll Traffic.

1.75 "Transit Traffic" means any traffic that originates from or terminates at one Party's network, "transits" the other Party's network substantially unchanged, and terminates to or originates from a third carrier's network, as the case may be. "Transit Traffic Service" provides each Party with the ability to use its connection to the other Party's network for the delivery of calls which originate or terminate with it and terminate to or originate from a third carrier. In these cases, neither the

originating nor terminating Customer is a Customer of the Transit Traffic Service provider. "Transit Traffic" and "Transit Traffic Service" do not include or apply to traffic that is subject to an effective Meet-Point Billing arrangement.

1.76 "Trunk Side" means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (e.g. another carrier's network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.76A "Type 1 Line Side Facility" means Connecting Circuits that interconnect PriCellular's IP to a BA End Office Switch, for the transmission and routing of terminating traffic between parties including, but not limited to, intraLATA and interLATA untranslated 800/888 traffic, Operator Service traffic, Directory Assistance traffic, and 900, 976, 700, 500 and 911 traffic.

1.77 "Type 2A Trunks" means Connecting Circuits that interconnect (1) PriCellular's IP to a BA Access Tandem Switch, permitting PriCellular access to other BA Central Office Switches subtending that Access Tandem Switch, and (2) BA's Access Tandem Switch to PriCellular's MSC, permitting access to PriCellular's MSCs subtending that MSC.

1.77A "Type 2B Trunks" means Connecting Circuits that interconnect (1) PriCellular's IP to a BA End Office Switch, and (2) BA's IP to a PriCellular MSC. Through this interface PriCellular and BA can establish connections only to those telephone numbers served by that End Office Switch or served by that MSC.

1.77B "Type S Interconnection Service" is a CCS network interconnection facility between an STP and a signaling point of interface on which SS7 protocol is used to transport SS7 ISUP and SS7 TCAP messages.

1.78 "Unbundled Local Loop Element" or "ULL" means a transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in the Customer's serving End Office to the Rate Demarcation Point (or network interface device (NID) if installed) in or at a Customer's premises. The actual loop transmission facilities used to provide an ULL may utilize any of several technologies.

1.79 "Verification with Call Interruption" or "VCI" means a service that may be requested and provided when Line Status Verification has determined that a line is busy due to an ongoing call. VCI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.80 "Voice Grade" means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital voice grade service (a 56/64 kbps channel), the terms "DS-0" or "sub-DS-1" may also be used.

1.81 "Wire Center" means a building or portion thereof in which a Party has the exclusive right of occupancy and which serves as a Routing Point for the exchange of traffic.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including BA or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, or rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 Subject to the terms set forth in Section 20, each Party hereby incorporates by reference those applicable provisions of its Tariffs, if any, with respect to the services or facilities provided hereunder. If any provision contained in this main body of the Agreement and any Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

3.0 INTERCONNECTION ACTIVATION DATES AND IMPLEMENTATION SCHEDULE

Subject to the terms and conditions of this Agreement, each Party shall exercise its best efforts to adhere to the Interconnection Activation Dates and Network Implementation Schedule as shall be agreed to by the Parties.

4.0 INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

The types of Traffic to be exchanged under this Agreement shall be Local Traffic, IntraLATA Toll (and InterLATA Toll, as applicable) Traffic, Transit Traffic, Meet Point Billing Traffic, and Ancillary Traffic. Subject to the terms and conditions of this Agreement, Interconnection of the Parties facilities and equipment for the transmission and routing of Local Traffic and Toll Traffic pursuant to this Section 4 shall be established.

4.1 Scope

4.1.1 Section 4 describes the architecture for Interconnection of the Parties' facilities and equipment over which the Parties may configure the following separate and distinct trunk groups:

Type 1 Line Side Facilities for the transmission and routing of terminating traffic between the Parties including, but not limited to, intraLATA and InterLATA untranslated 800/888 traffic, Operator Service traffic, Directory Assistance traffic, and 900, 976, 700, 500 and 911 Traffic via a BA End Office Switch; and

Type 2A Trunks for the transmission and routing of terminating Local Traffic, Transit Traffic, untranslated IntraLATA and InterLATA 800/888 traffic (when technically feasible), IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 4.2.8 below, InterLATA and IntraLATA Toll Traffic between their respective Customers via a BA Access Tandem, pursuant to Section 251 (c)(2) of the Act, in accordance with Section 5 below; and

Type 2B Trunks for the transmission and routing of terminating Local Traffic, IntraLATA Toll Traffic, and, where agreed to between the Parties and as set forth in subsection 4.2.8 below, InterLATA and IntraLATA Toll Traffic between their respective Customers via a BA End office Switch, pursuant to Section 251 (c)(2) of the Act, in accordance with Section 5 below; and

Access Toll Connecting Trunks for the transmission and routing of traffic, including untranslated InterLATA 800/888 traffic (when technically feasible) between PriCellular's Customers and purchasers of BA's Switched Exchange Access Service via a BA Access Tandem, pursuant to Section 251(c)(2) of the Act, in accordance with Section 6 below;

Information Services Trunks for the transmission and routing of terminating Information Services Traffic in accordance with Section 7 below;

LSV/VCI Trunks for the transmission and routing of terminating LSV/VCI traffic, in accordance with Section 7 below;

911/E911 Trunks for the transmission and routing of terminating E911/911 traffic, in accordance with Section 7 below;

Directory Assistance Trunks for the transmission and routing of terminating directory assistance traffic, in accordance with subsection 19.4 below; and

Operator Services (IntraLATA call completion) Trunks for the transmission and routing of terminating IntraLATA call completion traffic, in accordance with subsection 19.4 below.

4.1.2 The arrangements provided in subsections 4.2 of this Agreement shall provide the Parties with Interconnection to each other's networks at any technically feasible point requested by PriCellular. For the purposes of this Agreement, the Parties agree that Interconnection for the reciprocal transport and termination of traffic may take place, in the case of BA, at a terminating End Office, an Access Tandem, a Local Serving Wire Center and/or other points as specified herein, and, in the case of PriCellular, at a IP as specified herein (collectively, the "Interconnection Points" or "IPs"). For purposes of Interconnection, if PriCellular delivers traffic to BA at a BA End Office or Tandem point of Interconnection other than the terminating End Office or Tandem subtended by the terminating End Office, then such End Office or Tandem shall be deemed to be a Local Serving Wire Center. In such instances and whenever PriCellular utilizes a Local Serving Wire Center as point of Interconnection, PriCellular shall designate that such traffic be transported via a separate trunk group to the BA Access Tandem that is subtended by the applicable terminating End Office. In such cases, the BA Access Tandem subtended by the terminating End Office will serve as the BA-IP (as defined below).

4.1.3 The Parties shall establish physical interconnection points at each other's available IPs. The mutually agreed-upon IPs on the PriCellular network at which PriCellular will provide for reciprocal transport and termination of traffic shall be designated as the PriCellular Interconnection Points ("X-IPs"); the mutually agreed-upon IPs on the BA network shall be designated as the BA Interconnection Points ("BA-IPs") and shall be either a BA terminating End Office or Tandem. In recognition of the large number and variety of BA-IPs available for use by PriCellular, PriCellular's ability to select from among those points to minimize the amount of transport it needs to provide or purchase, and the fewer number of X-IPs available to BA to select from for similar purposes, and as an express condition of BA's making its LSWCs available to PriCellular as points of Interconnection pursuant to subsection 4.1.2 above, PriCellular shall

charge BA no more than PriCellular's Tariffed non-distance sensitive entrance facility charge for the transport of traffic from a BA-IP to a X-IP. The Parties may by mutual agreement in writing establish additional interconnection points at any technically feasible points. When both Parties use existing two-way Interconnection trunks, PriCellular may elect to provide BA with a land to mobile factor which will be used to reduce the entrance facility rates set forth in Exhibit A. Because the Parties have reached mutual agreement and resolution of operational (including but not limited to billing) issues related to the use of two-way trunks as of the date hereof, the Parties agree to continue to utilize two-way trunking. Neither Party shall be obligated to use two-way trunks to the extent it is operationally inefficient or uneconomic to continue to do so.

4.2 Physical Architecture

4.2.1 In each LATA, the Parties shall utilize the X-IP(s) and BA-IP(s) designated on such Schedule as the points from which each Party will provide the transport and termination of traffic. The Parties' current interconnection arrangements are substantially as illustrated in Schedule 4.2.

4.2.2 PriCellular shall have the sole right and discretion to specify any of the following methods for interconnection at any of the BA-IPs:

(a) a Physical or Virtual Collocation facility PriCellular establishes at the BA-IP;

(b) a Physical or Virtual Collocation facility established at the BA-IP by third party with whom PriCellular has contracted for such purposes; and/or

(c) an entrance facility and transport (where applicable) leased from BA (and any necessary multiplexing), where such facility extends to the BA-IP from a mutually agreed upon point on PriCellular's network. Where two-way Interconnection trunks are utilized, PriCellular may elect to provide BA with a land to mobile factor which will be used to reduce the entrance facility and transport rates set forth in Exhibit A.

4.2.3 PriCellular shall provide its own facilities for the delivery of traffic to any Collocation arrangement it establishes at a BA-IP pursuant to Section 13. BA shall provide the transport and termination of the traffic beyond the BA-IP.

4.2.4 PriCellular may order from BA any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be

subsequently agreed to between the Parties.

4.2.5 BA shall have the sole right and discretion to specify any of the following methods for interconnection at any of the X-IPs:

(a) a Physical or Virtual Collocation facility BA establishes at the X-IP;

(b) a Physical or Virtual Collocation facility established at the X-IP by third party with whom BA has contracted for such purposes; and/or

(c) an entrance facility and transport (where applicable) leased from PriCellular (and any necessary multiplexing), where such facility extends to the X-IP from a mutually agreed upon point on BA's network. Where two-way Interconnection trunks are utilized, BA may elect to provide PriCellular with a land to mobile factor which will be used to reduce the entrance facility and transport rates set forth in Exhibit A.

4.2.6 BA shall provide its own facilities for the delivery of traffic to any Collocation arrangement it establishes at an X-IP pursuant to Section 13. PriCellular shall provide the transport and termination of the traffic beyond the X-IP.

4.2.7 BA may order from PriCellular any of the Interconnection methods specified above in accordance with the order intervals and other terms and conditions, including, without limitation, rates and charges, set forth in this Agreement, in any applicable Tariff(s), or as may be subsequently agreed to between the Parties.

4.2.8 Under any of the architectures described in this subsection 4.2, either Party may utilize the Type 2 Trunks for the termination of InterLATA Toll Traffic in accordance with the terms contained in Section 5 below and pursuant to the other Party's Switched Exchange Access Service Tariffs. The other Party's Switched Exchange Access Service rates shall apply to such Traffic.

4.3 Interconnection in Additional LATAs

4.3.1 If PriCellular requires Interconnection with BA in any LATA in which it is not interconnected with BA as of the Effective Date in which BA provides Telecommunications Services, PriCellular shall provide written notice to BA of the need to establish Interconnection in such LATA pursuant to this Agreement.

4.3.2 The notice provided in subsection 4.3.1 shall include (i) the initial Routing Point PriCellular has designated in the new LATA; (ii) PriCellular's requested Interconnection Activation Date (and related milestone dates in accordance with the format in Schedule 3.0); (iii) MTA and (iv) a non-binding forecast of PriCellular's trunking requirements.

4.3.3 Unless otherwise agreed to by the Parties, the Parties shall designate the Wire Center PriCellular has identified as its initial Routing Point in the LATA as the X-IP in that LATA and shall designate a mutually agreed BA Local Serving Wire Center that houses an Access Tandem Office within the LATA nearest to the X-IP (as measured in airline miles utilizing the V&H coordinates method) as the BA-IP in that LATA, provided that, for the purpose of charging for the transport of traffic from the BA-IP to the X-IP, the X-IP shall be no further than an entrance facility away from the BA-IP.

4.3.4 The Parties shall agree upon the schedule applicable to each new LATA requested by PriCellular; provided, however, that unless agreed by the Parties, the Interconnection Activation Date in a new LATA shall not be earlier than forty-five (45) days after receipt by BA of all complete and accurate trunk orders and routing information. Within ten (10) business days of BA's receipt of PriCellular's notice, BA and PriCellular shall confirm the BA-IP, the X-IP and the Interconnection Activation Date for the new LATA.

4.4 Type S Interconnection

If applicable, interconnection specifications for the Parties' Type S Service arrangements are described in Schedule 4.4.

4.5 Non-Standard Requests

Specific requests for fiber, microwave, alternate routing, redundant facilities and other non-standard facilities or services may be accommodated by BA on a Special Construction or Individual Case Basis pursuant to BA's Tariffs.

4.6 Mid-Span Meets

4.6.1 In addition to the foregoing methods of Interconnection, the Parties agree, upon either Party's written request, to engage in good faith negotiations concerning the feasibility of interconnecting via a Mid-Span Meet arrangement. Such request may be initiated by either Party no earlier than three (3) months after the initial Interconnection under this Agreement of the Parties'

networks in the LATA for which the Mid-Span Meet is requested.

(a) Good faith discussions shall be initiated by the Parties within thirty (30) days of such written request.

(b) The requesting Party shall provide all information necessary to design a Mid-Span Meet arrangement to the other Party within fifteen (15) days of the initiation of discussions.

In the event any additional information is reasonably necessary, the requesting Party shall provide such information within fifteen (15) days of any request therefore.

(c) The other Party shall respond to the requesting Party with either a preliminary cost and installation interval, or a technical reason that such request is not texhnically feasible, within thirty (30) days of receiving all necessary information from the requesting Party.

(d) The other Party shall respond to the requesting Party with thirty (30) days of receipt of definitive authoriation from the requesting Party to proceed with the request, a detailed description, cost estimate, and installation interval.

4.6.2 The establishment of any Mid-Span Meet arrangement is expressly conditioned upon the Parties' reaching prior agreement on appropriate sizing and forecasting, site selection, equipment, ordering, provisioning, maintenance, repair, testing, augment, and compensation procedures and arrangements, and on any other arrangements necessary to implement the Mid-Span Meet arrangement. Any Mid-Span Meet arrangement requested at a third-party premises is expressly conditioned on the Parties' having sufficient capacity at the requested location to meet such request, on unrestricted 24-hour access for both Parties to the requested location, on other appropriate protections as deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements may not be restricted for a reasonable period.

4.6.3 Mid-Span Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Meet, and only where facilities are available. Any agreement to access unbundled Network Elements via a Mid-Span Meet, and, as necessary, completion of a joint operational and technical test. In addition, access to unbundled Network Element via a Mid-Span Meet arrangement shall be

conditioned on the resolution of the technical and other issues described in this subsection 4.6.3, resolution by the joint operations team of additional issues (such as inventory and testing procedures unique to the provision of unbundled Network Elements via a Mid-Span Meet arrangement for access to such Elements, shall be limited to that which is required by the FCC Regulations, and shall be subject to full compensation of all relevant costs (as defined in the FCC Regulations) by the requesting Party to the other Party.

4.7 Interconnection Points for Different Types of Traffic

Each Party shall make available Interconnection Points and facilities for routing of traffic from those Interconnection Points as designated in Schedule 4.7. Any additional traffic that is not covered in Schedule 4.7 shall be subject to separate negotiations between the Parties, except that (i) either Party may deliver traffic of any type or character to the other Party for termination as long as the delivering Party pays the receiving Party's then current Switched Exchange Access rates for such traffic, and (ii) upon a bona fide request from either Party, the Parties will exercise all reasonable efforts to conclude an agreement covering the exchange of such traffic.

4.8 Type 2B Interconnection

PriCellular may request that BA establish a direct End Office to MSC interconnection using Type 2B Trunks where community of interest and traffic volumes between their networks reach sufficient levels to warrant such a direct connection. PriCellular shall use generally accepted traffic engineering guidelines in determining that such direct End Office to MSC high usage trunk groups between their networks are appropriate. If so requested by PriCellular, BA shall make such direct End Office to MSC interconnection available on terms and conditions that are no less favorable than the most favorable made available to its Affiliates or any other Telecommunications Carrier.

4.9 New Interconnection Arrangements

While the Parties understand and agree that PriCellular is subject only to the interconnection obligations applicable to Telecommunications Carriers under the Act, PriCellular and BA agree to consider and negotiate in good faith any bona fide requests by either Party for new interconnection arrangements between the Parties' facilities.

5.0 TRANSMISSION AND ROUTING OF BROADBAND COMMERCIAL MOBILE RADIO TRAFFIC PURSUANT TO SECTION 251(c)(2)

5.1 Scope of Traffic

Section 5 prescribes parameters for trunk groups (the "Type 2 A/B Trunks") to be effected over the Interconnections specified in Section 4.0 for the transmission and routing of Local Traffic, Transit Traffic, untranslated IntraLATA and InterLATA 800/888 traffic (when technically feasible), InterLATA Toll Traffic (to the extent applicable), and IntraLATA Toll Traffic between the Parties' respective Customers.

5.1.1 If required, each Party will identify its Carrier Identification Code, a three or four digit numeric obtained from Bellcore, to the other Party when ordering a trunk group.

5.2 Type 2 A/B Traffic

5.2.1 The design, installation, operation and maintenance of all circuits, equipment and other facilities of the Parties shall generally be governed in accordance with prescribed standards, currently as issued by Bellcore, in effect on the commencement date of this Agreement. Applicable technical references include the following:

GR-145-CORE	(Compatibility Information)
TR-EOP-000352	(Cellular Mobile Transmission Plans), and
TR-NPL-000275	(Notes on the BOC IntraLATA Networks)

5.2.2 In the event that, subsequent to the commencement date of the Agreement, these technical references, or any portion thereof, are rescinded, deleted, amended, modified or supplemented, or new or revised technical specifications are issued by Bellcore or other industry standards-setting entity relating to the network specifications provided for herein, then these amended or new or revised technical specifications shall become applicable for the purpose of this Agreement following review and written concurrence by both Parties.

5.3 Signaling

Upon request, each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions contained in Section 17 below.

5.4 Grades of Service

The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Joint Grooming Process as set forth in Section 10.

5.5 Measurement and Billing

5.5.1 If the originating Party chooses to combine InterMTA and IntraMTA Traffic on the same trunk group, the Parties will work together to develop a mutually acceptable CMRS Local Usage Percentage ("CLUP") factor. The originating Party will supply an auditable CLUP report quarterly, based on the previous three months' InterMTA and IntraMTA Traffic, and applicable to the following three months. The Parties will also work together to develop an auditable report based on available data for the same period which shows the ratio of IntraMTA Traffic to traffic originated on the networks of other carriers in an MTA and terminated on either Party's network in the same MTA. If the originating Party also chooses to combine Interstate and Intrastate Toll Traffic on the same group, that Party will also supply an auditable "Percent Interstate Use" ("PIU") report quarterly, based on the previous three months' terminating traffic, and applicable to the following three months. In lieu of the foregoing CLUP and/or PIU reports, the Parties may agree to provide and accept reasonable surrogate billing measures.

5.5.2 Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds. All billing shall be aggregated within the categories of IntraMTA Traffic and InterMTA Traffic (including both interstate and intrastate InterMTA Traffic), and then rounded up to the next whole minute.

5.5.3 With respect to IntraMTA Traffic originating in one state and terminating outside such state, the rates applicable to such traffic shall be the rates applicable in the state in which the traffic terminates.

5.6 Reciprocal Compensation Arrangements -- Section 251(b)(5)

Reciprocal Compensation arrangements address the transport and termination of Local Traffic. BA's delivery of Traffic to PriCellular that originated with a third carrier is addressed in subsection 7.3. Where PriCellular delivers to BA Traffic that originated with a third carrier, except as may be set forth herein or subsequently agreed to by the Parties, PriCellular shall pay BA the same amount that such third carrier would have paid BA for termination of that Traffic at the location the Traffic is delivered to BA by PriCellular. Compensation for the transport and termination of traffic not specifically addressed in this subsection 5.6 shall be as provided elsewhere in this Agreement, or if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic. Nothing in this Section or Section 7.3 hereof shall entitle or obligate either Party to receive, offer or

provide INP services to the other Party except as otherwise provided in this Agreement.

5.6.1 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs or agreements.

5.6.2 The Parties shall compensate each other for transport and termination of Local Traffic in an equal and symmetrical manner at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto) or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. Until such time as the Commission adopts permanent rates consistent with the requirements of the FCC Regulations, the rates set forth in Exhibit A shall be applied as interim rates as more fully described in Exhibit A and subsection 20.1 below. These rates (interim and permanent) are to be applied at the X-IP for traffic delivered by BA, and at the BA-IP for traffic delivered by PriCellular. No additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the BA-IP or the X-IP, except as set forth in Exhibit A. When Local Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the Toll Traffic shall be prorated to be applied only to the Toll Traffic.

5.6.3 [Reserved]

5.6.4 Except as otherwise set forth in this Agreement, the Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service. All Switched Exchange Access Service and all Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs.

5.6.5 Each Party reserves the right to measure and audit all Traffic to ensure that proper rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data or permit the other Party's recording equipment to be installed for sampling purposes in conjunction with any such audit.

6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

6.1 Scope of Traffic

Section 6 prescribes parameters for certain trunks to be established over the Interconnections specified in Section 4 for the transmission and routing of traffic between PriCellular's Customers and Interexchange Carriers ("Access Toll Connecting Trunks"). This includes casually-dialed (10XXX and 101XXXX) traffic.

6.2 Trunk Group Architecture and Traffic Routing

6.2.1 PriCellular shall establish Access Toll Connecting Trunks by which it will provide tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from PriCellular's Customers.

6.2.2 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow PriCellular's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to a BA Access Tandem.

6.2.3 The Access Toll Connecting Trunks shall be two-way trunks connecting a Central Office Switch PriCellular utilizes to provide Commercial Mobile Radio Service in a given LATA to an Access Tandem BA utilizes to provide Exchange Access in such LATA.

6.2.4 The Parties shall jointly determine which BA Access Tandem(s) will be subtended by each PriCellular Central Office Switch. PriCellular's Central Office Switch shall subtend the BA Access Tandem that would have served the same rate center on BA's network. Alternative configurations will be discussed as part of the Joint Process.

6.3 800/888 Traffic

At such time as delivery of untranslated 800/888 traffic is technically feasible over Type 2A or 2B Trunks and provided that BA is unable to directly bill the appropriate 800/888 service provider, the following terms shall apply when PriCellular delivers untranslated 800/888 calls to BA for completion.

6.3.1 When PriCellular delivers untranslated 800/888 calls to BA for completion:

(a) outside the MTA in which the call originated, BA shall bill PriCellular the applicable FGD exchange access charges associated with the call; or

(b) inside the MTA in which the call originated, BA shall bill PriCellular the

appropriate local traffic termination rate set forth in Exhibit A.

(c) For both (a) and (b) above, if the call is delivered to an IXC, BA shall bill the IXC the appropriate BA query charge associated with the call.

6.4 When appropriate, PriCellular and BA will establish Meet-Point Billing arrangements in order to provide a common transport option to Switched Access Services Customers via an Access Tandem Switch in accordance with the Meet-Point Billing guidelines contained in the OBF's MECAB and MECOD documents, except as modified herein, and BA's FCC Tariff Number 1, Section 2. The arrangements described in this Section 6 are intended to be used to provide Switched Exchange Access Service that originates and/or terminates on a Telephone Exchange Service that is provided by either Party, where the transport component of the Switched Exchange Access Service is routed through a Tandem Switch that is provided by BA.

6.4.1 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/BA Local Serving Wire Center combinations.

6.4.2 Interconnection for the MPB arrangement shall occur at the BA-IP in the LATA, unless otherwise agreed to by the Parties.

6.4.3 PriCellular and BA will use reasonable efforts, individually and collectively, to maintain provisions in their respective state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor Tariff sufficient to reflect the MPB arrangements established pursuant to this Agreement.

6.4.4 Each Party shall implement the "Multiple Bill/Single Tariff" or "Multiple Bill/Multiple Tariff" option, as appropriate, in order to bill an IXC for the portion of the jointly provided telecommunications service provided by that Party.

6.4.5 The rate elements to be billed by each Party are as set forth in Schedule 6.3. The actual rate values for each Party's affected access service rate element shall be the rates contained in that Party's own effective federal and state access tariffs, or other document that contains the terms under which that Party's access services are offered. The MPB billing percentages for each Rating Point/BA Local Serving Wire Center combination shall be calculated in accordance with the formula set forth in subsection 6.4.16 below.

6.4.6 Each Party shall provide the other Party with the billing name, billing address,

and Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's Local Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to.

6.4.7 BA shall provide PriCellular with the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

6.4.8 PriCellular shall provide BA with the Switched Access Summary Usage Data (category 1150XX records) on magnetic tape or via such other media as the Parties may agree, no later than ten (10) business days after the date of its rendering of the bill to the relevant IXC, which bill shall be rendered no less frequently than monthly.

6.4.9 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or Operating Company Name ("OCN"), as appropriate, for the MPB Service. Each Party shall notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number, or if the OCN changes.

6.4.10 Errors may be discovered by PriCellular, the IXC or BA. Each Party agrees to provide the other Party with notification of any errors it discovers within two (2) business days of the date of such discovery. In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data.

6.4.11 Either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. A Party may conduct additional audits, at its expense, upon the other Party's consent, which consent shall not be unreasonably withheld.

6.4.12 Nothing contained in this subsection 6.4 shall create any liability for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party (other than as may be set forth in MECAB or in any applicable Tariff).

6.4.13 The Parties shall not charge one another for the services rendered or information provided pursuant to this subsection 6.4.

6.4.14 MPB will apply for all traffic bearing the 500, 900, 800/888 (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.

6.4.15 In the event PriCellular determines to offer Telephone Exchange Services in another LATA in which BA operates an Access Tandem Switch, BA shall permit and enable PriCellular to subtend the BA Access Tandem Switch(es) designated for the BA End Offices in the area where the PriCellular Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Exchange Access Services are homed. The MPB billing percentages for each new Rating Point/BA Local Serving Wire Center combination shall be calculated according to the following formula:

$a / (a + b)$ = PriCellular Billing Percentage
and
$b / (a + b)$ = BA Billing Percentage

where:

a = the airline mileage between the Rating Point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the BA Local Serving Wire Center and the actual point of interconnection for the MPB arrangement.

PriCellular shall inform BA of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement, as part of the notice required by subsection 4.3.1 above. Within ten (10) business days of PriCellular's delivery of notice to BA, BA and PriCellular shall confirm the new Rating Point/BA Local Serving Wire Center combination and billing percentages. Nothing in this subsection 6.4.15 shall be construed to limit PriCellular's ability to select to interconnect with BA in additional LATAs by means of Interconnection at a Local Serving Wire Center, to the extent that such Interconnection is permitted under this Agreement.

6.4.16 Within thirty (30) days of a request by PriCellular, BA agrees to notify all switched access users with a CIC in a LATA in which the Parties have newly established Interconnection arrangements pursuant to this Agreement that BA and PriCellular have entered in a Meet-Point Billing arrangement.

7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

7.1 [Reserved]

7.2 [Reserved]

7.3 Transit Traffic Service

7.3.1 PriCellular shall exercise all reasonable efforts to enter into a reciprocal local traffic exchange arrangement (either via written agreement, including an IntraLATA Telecommunications Services Settlement Agreement ("ITORP Agreement"), or mutual Tariffs) with any other wireless carrier, ITC, CLEC, or other LEC to which it sends, or from which it receives, Local Traffic that transits BA facilities over Type 1 Line Side Facilities or Type 2A Trunks. To the extent PriCellular does not have such arrangements in effect as of the Effective Date, BA shall not be obligated to collect PriCellular's termination charges from any other wireless carrier, ITC, CLEC, or other LEC with whom PriCellular has not entered into a reciprocal local traffic exchange arrangement as provided above. If PriCellular fails to enter into such an arrangement following the Effective Date and to provide copies thereof to BA, but continues to utilize BA's Transit Traffic Service for the exchange of local traffic with such wireless carrier, ITC, CLEC, or other LEC, PriCellular shall, in addition to paying the rate set forth in Exhibit A for said Transit Traffic Service, pay BA any charges or costs such terminating third party carrier imposes or levies on BA for the delivery or termination of such Traffic, including any switched access charges, plus all reasonable expenses incurred by BA in delivering or terminating such Traffic and/or resulting from PriCellular's failure to secure said reciprocal local traffic exchange arrangement. BA will, upon request, provide PriCellular with all reasonable cooperation and assistance in obtaining reciprocal local traffic exchange arrangements. PriCellular will not pay for Transit Service, or any other charges or expenses, for any calls PriCellular does not deliver to BA. The Parties agree to work cooperatively in appropriate industry fora to promote the adoption of reasonable industry guidelines relating to Transit Traffic.

7.3.2 Meet Point Billing Compensation arrangements as described in subsection 6.4 shall be utilized for compensation for the joint handling of Telephone Exchange Toll Traffic.

7.3.3 BA expects that most networks involved in Transit Traffic will deliver each call to each involved network with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those services supported by BA and billing functions. In all cases, each Party shall follow the Exchange Message Record ("EMR") standard and

exchange records between the Parties and with the terminating carrier to facilitate the billing process to the originating network.

7.3.4 Transit Traffic shall be routed over the Type 1 Line Side Facilities or Type 2A Trunks described in Section 5 above. BA agrees that it shall make available to PriCellular, at PriCellular's sole option, any transit arrangement BA offers to any other Telecommunications Carrier under the same terms and conditions (including the existence of reciprocal local traffic exchange arrangements) provided to such third-party Telecommunications Carrier.

7.4 911/E911 Arrangements

7.4.1 PriCellular will interconnect to the BA 911/E911 selective routers or 911 Tandem Offices, where available, which serve the LATAs within an MTA in which PriCellular provides Telephone Exchange Services, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, BA will provide PriCellular with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, PriCellular and BA will negotiate arrangements to connect PriCellular to the 911 service.

7.4.2 Path and route diverse interconnections for 911/E911 services shall be made at the M-IP, the BA-IP, or other points as necessary and mutually agreed, and as required by law or regulation.

7.4.3 Upon request, BA will provide PriCellular with PSAP 911 Tandem information.

7.4.4 PriCellular will compensate BA pursuant to Exhibit A for any connections it may choose to make to BA's 911/E911 services.

7.4.5 PriCellular will comply with all applicable rules and regulations pertaining to the provision of 911/E911 services.

7.5 Ancillary Traffic Generally

Ancillary Traffic that may be terminated at a BA Local Serving Wire Center pursuant to subsection 4.7 above shall be subject to a separate transport charge for transport from the Local Serving Wire Center to the appropriate Tandem Office, as set forth in Exhibit A.

8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes. Until such time as number administration is provided by a third party, BA shall provide PriCellular access on terms and conditions no less favorable than those provided to any of its Affiliates or any other Telecommunications Carriers, to telephone numbers by assigning NXX codes to PriCellular in accordance with such Assignment Guidelines.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

8.3 During the term of this Agreement, PriCellular shall adopt the Rate Center Areas and Rate Center Points for Telephone Exchange Service Traffic that the Commission has approved for BA, in all areas where BA and PriCellular service areas overlap, and PriCellular shall assign whole NPA-NXX codes to each Rate Center unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP.

8.4 PriCellular will also designate a Routing Point for each assigned NXX code. PriCellular shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

8.5 PriCellular shall furnish to BA its anticipated NXX Code requirements at least once per calendar year.

8.6 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain PriCellular's choices regarding the size of the local calling area(s) that PriCellular may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, BA's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

9.1 Cooperation Required

The Parties will work cooperatively to install and maintain a reliable network. PriCellular and BA will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

9.2 Standards

Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with the network of the other.

9.3 Test Lines

PriCellular shall assign three or seven digit test line numbers in accordance with BA's standard numbering arrangements. BA will provide PriCellular with preferred number assignments for 100-type test lines (balance/quiet), 102-type test lines (kilowatt), and 105-type test lines (automatic transmission measuring).

9.4 Interference or Impairment

If either Party reasonably determines that the characteristics and methods of operation used by the other Party will or may interfere with or impair its provision of services, the identifying Party shall have the right to discontinue Interconnection, but only to the extent necessary to eliminate any identified problem, and subject, however, to the following:

9.4.1 The identifying Party shall have given the other Party (15) days' prior written notice of interference or impairment or potential interference or impairment which specifies the time within which the other Party is to correct the condition; and,

9.4.2 The identifying Party shall have concurrently provided a copy of the notice

provided to the other Party under 9.4.1 above to the appropriate federal and/or state regulatory bodies.

9.4.3 Notice in accord with subsections 9.4.1 and 9.4.2 above shall not be required in emergencies and the identifying Party may immediately discontinue Interconnection, but only to the extent necessary to eliminate any identified problem, if reasonably necessary to meet its obligations. In such case, however, the identifying Party shall use all reasonable means to expeditiously notify the other Party and the appropriate federal and/or state regulatory bodies.

9.4.4 Upon correction of the interference or impairment, the identifying Party will promptly renew the Interconnection. During such period of discontinuance, there will be no compensation or credit allowance by the identifying Party to the other Party for interruptions.

9.5 Repeated or Willful Noncompliance

Each Party shall provide written notice to the other Party of that Party's repeated or willful violation of and/or a refusal to comply with this Agreement as it pertains to interference or impairment. If the Party receiving such notice has not cured the violation of or refuses to comply with the Agreement within thirty (30) days, the other Party may discontinue the Interconnection provided hereunder, provided that no such determination shall occur if the Parties are pursuing in good faith the dispute resolution procedures set forth in Sections 29.8 or 29.9. The Party discontinuing will notify the appropriate federal and/or state regulatory bodies concurrently with the notice to the other Party of the prospective discontinuance.

9.6 Outage Repair Standard

In addition to the standards set forth in the Performance Criteria in Section 27, in the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by the providing Party to itself, its Affiliates, or any other carrier whose network is connected to that of the providing Party. PriCellular and BA may agree to modify those procedures from time to time based on their experience with outage repair standards.

9.7 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party’s network, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

10.0 JOINT NETWORK RECONFIGURATION AND GROOMING PROCESS AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR

10.1 Joint Network Reconfiguration and Grooming Process

Upon 30-days notice from either Party, the Parties shall meet to define and detail the Joint Process.

The Joint Process shall define and detail:

(a) modifications to the agreement on physical architecture consistent with the guidelines defined in Section 4;

(b) standards to ensure that Interconnection trunk groups experience a grade of service, availability and quality which is comparable to that achieved on interoffice trunks within BA's network and in accord with all appropriate relevant industry-accepted quality, reliability and availability standards. Trunks provided by either Party for Interconnection services will be engineered using a design blocking objective of B.01;

(c) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

(d) disaster recovery provision escalations;

(e) migration from one-way to two-way Interconnection Trunks upon mutual agreement of the Parties; and

(f) such other matters as the Parties may agree.

10.2 Installation, Maintenance, Testing and Repair

Except as otherwise provided in Section 27, BA's standard intervals for Feature Group D

Switched Exchange Access Services will be used for Interconnection. PriCellular shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify BA of its inability to do so and will negotiate such intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be no less favorable than those applicable to comparable arrangements, facilities, or services being provided by such Party to itself, it Affiliates, or any other carrier whose network is connected to that of the providing Party.

10.3 Forecasting Requirements for Trunk Provisioning

10.3.1 PriCellular shall furnish to BA trunking forecast requirements at least once per calendar year for both inbound and outbound Traffic. BA agrees to provide forecast information at a future date when that information is available.

10.3.2 In light of the existing Interconnection arrangements between PriCellular and BA and the trunking forecasts previously provided by PriCellular, PriCellular shall furnish to BA trunking forecasts at least once per calendar year for both inbound and outbound traffic, provided that BA may request, whereupon PriCellular shall provide, such forecasts on a quarterly basis. Such forecasts shall be in substantially the same form and provide substantially the same information as PriCellular has previously provided to BA in its forecasts. The forecasts shall be good faith estimates of traffic, but shall not be binding on either Party. This forecast will provide the amount of traffic to be delivered to BA over each of the Traffic Exchange Trunk groups. All forecasts shall include Access Carrier Terminal Location (ACTL), traffic type (local/toll, operator services, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for X-IPs and BA-IPs), interface type (e.g., DS-1), and trunks in service each year (cumulative).

11.0 UNBUNDLED ACCESS -- SECTION 251(c)(3)

To the extent required of each Party by Section 251 of the Act, BA shall offer PriCellular nondiscriminatory access to Network Elements on an unbundled basis at any technically feasible point. BA shall unbundle and separately price and offer Network Elements such that PriCellular will be able to lease and interconnect to whichever of the Network Elements PriCellular requires, and to combine the BA-provided elements with any facilities and services that PriCellular may itself provide, to the extent permitted by FCC and Commission rules.

11.1 [Reserved]

11.2 [Reserved]

11.3 [Reserved]

11.4 Operations Support Systems

BA shall provide PriCellular with access via electronic interfaces or electronic bonding to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing as soon as reasonably practicable on terms and conditions no less favorable than those provided to any of its Affiliates, or any other Telecommunications Carrier. Until such electronic access is established, BA shall provide PriCellular with comparable information via facsimile or other mutually agreed upon medium.

11.5 [Reserved]

11.6 Availability of Other Network Elements on an Unbundled Basis

11.6.1 BA shall, upon request of PriCellular, and to the extent technically feasible, provide to PriCellular access, on terms and conditions no less favorable than those provided to any of its Affiliates or any other Telecommunications Carrier, to its Network Elements on an unbundled basis for the provision of PriCellular's CMRS Service. Any request by PriCellular for access to an BA Network Element that is not already available shall be treated as a Network Element Bona Fide Request. PriCellular shall provide BA access to its Network Elements as mutually agreed by the Parties or as required by the Commission or FCC.

11.6.2 A Network Element obtained by one Party from the other Party under this subsection 11.6 may be used in combination with the facilities of the requesting Party only for the primary purpose of providing a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.

11.6.3 Notwithstanding anything to the contrary in this subsection 11.6, BA shall not be required to provide a proprietary Network Element to PriCellular under this subsection 11.6 except as required by the rules and policies of the Commission or FCC and any other Applicable Law.

12.0 [RESERVED]

13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 BA shall offer to PriCellular Physical Collocation of equipment necessary for Interconnection (pursuant to Section 4) or for access to unbundled Network Elements (pursuant to Section 11.0), except that BA may offer only Virtual Collocation if BA demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. BA shall provide such Collocation solely for the purpose of Interconnection with facilities or services of BA or access to unbundled Network Elements of BA, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the Commission, subject to applicable federal and state Tariffs.

13.2 Although the Parties understand and agree that PriCellular is subject only to the requirements placed upon CMRS providers generally by the Act, PriCellular agrees to consider and negotiate in good faith any bona fide requests from BA for Collocation (at PriCellular's option either Physical or Virtual) of equipment for purposes of Interconnection (pursuant to Section 4).

13.3 Where PriCellular is Virtually Collocated on the date hereof on a premise that was initially prepared for PriCellular as Virtual Collocation, PriCellular may elect to (i) retain its Virtual Collocation in that premises, and/or (ii) unless it is not practical for technical reasons or because of space limitations, establish Physical Collocation, in which case PriCellular shall coordinate the construction and rearrangement with BA of its equipment, facilities, and circuits, and for which PriCellular shall pay BA at applicable Tariff rates. In addition, all Physical Collocation recurring charges shall apply.

13.4 Prior to the initiation of a Collocation project, BA shall:

(a) identify the Collocation project manager assigned to the project;

(b) develop a written comprehensive "critical tasks" timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and

(c) provide PriCellular with the following engineering requirements, if applicable:

— Fiber Optic Terminal/Integrated Digital Loop Carrier bay locations;
— Digital Cross-Connect panel location and jack assignments (in the case of

Physical Collocation only);

- fiber panel location and fiber port assignments;
- single point of contact for each BA office where Collocation activities will be performed; and
- MDF assignments for the installation of ULLs.

13.5 For both Physical Collocation and Virtual Collocation, the Collocating Party shall provide its own or third-party leased transport facilities and terminate those transport facilities in equipment located in its Physical Collocation space, or in its virtually collocated equipment, at the Housing Party's premises as described in applicable Tariffs, and purchase Cross Connection to services or facilities as described in applicable Tariffs.

13.6 Collocation shall occur under the terms of each Party's applicable and available Tariffs.

SECTION 251(b) PROVISIONS

14.0 NUMBER PORTABILITY -- SECTION 251(b)(2)

14.1 Scope

14.1.1 The Parties shall provide Local Telephone Number Portability ("LTNP") on a reciprocal basis to each other to the extent technically feasible, as required by rules and regulations as from time to time prescribed by the FCC and/or the Commission.

14.1.2 Upon the agreement of the Parties or issuance of applicable FCC and/or Commission order(s) or regulations mandating the adoption of a Permanent Number Portability ("PNP") arrangement, BA and PriCellular will commence migration to the agreed-upon or mandated PNP arrangement in accordance with any such applicable FCC and/or Commission orders or regulations while minimizing interruption or degradation of service to their respective Customers. Once PNP is implemented, BA may withdraw, at any time and at its sole discretion, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP Customer numbers to PNP. Upon implementation of PNP pursuant to FCC or Commission regulation, both Parties agree to conform and provide such PNP. To the extent PNP rates or cost recovery mechanisms are not established by the applicable FCC or Commission order or

regulation mandating the adoption of PNP, the Parties will negotiate in good faith the charges or cost recovery mechanism for PNP service at such time as a PNP arrangement is adopted by the Parties.

14.1.3 Under a PNP arrangement, PriCellular and BA will implement a process to coordinate LTNP cutovers with ULL conversions (as described in Section 11 of this Agreement).

14.2 Procedures for Providing LTNP Through Full NXX Code Migration

Where either Party has activated an entire NXX for a single customer, or activated a substantial portion of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movement of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.0 DIALING PARITY -- SECTION 251(b)(3)

BA shall provide PriCellular with nondiscriminatory access to such services and information as are necessary to allow PriCellular to implement dialing parity for Telephone Exchange Service, operator services, directory assistance, and directory listing information with no unreasonable dialing delays, as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

16.1 BA shall provide PriCellular access to its poles, ducts, rights-of-way and conduits it owns or controls in conformance with 47 U.S.C. § 224, as set forth in Exhibit A, where facilities are available, on terms, conditions and prices comparable to those offered to any other entity pursuant to BA's applicable Tariffs. Where no such Tariffs exist, such access shall be provided in accordance with the requirements of 47 U.S.C. § 224, including any FCC regulations that may be issued. In addition, the Parties agree to review any existing rights-of-way arrangements between them in order to bring such arrangements into conformance with the requirements of 47 U.S.C. § 224 within ninety (90) days of the date hereof. In conducting such review and making the necessary conforming

changes, if any, the Parties agree to consider the appropriateness of applying such changes on a retroactive basis to the date hereof. If the Parties are unable to agree on the necessary changes to the existing arrangements or the appropriateness of applying them on a retroactive basis, the Parties may invoke the procedures set forth in subsection 29.9 below.

16.2 Within forty five (45) days of a bona fide written request by PriCellular, the Parties shall meet to discuss the available BA ducts and conduits that PriCellular may access to connect the beginning and end points within a given exchange specified by PriCellular in its request. Such discussion shall include but not be limited to the considerations raised in the FCC Regulations as well as the exchange of the following information, if appropriate: location, measurements, description, and routing information. This exchange of information and records does not preclude the need for a field survey to verify location and availability of spare ducts and conduits and to designate conduit to be used. PriCellular must make its own field measurements as information on records is for preliminary design purposes only.

17.0 DATABASES AND SIGNALING

17.1 BA shall provide PriCellular with access to databases and associated signaling necessary for call routing and completion by providing SS7 Signaling utilizing Type S Interconnection, and Interconnection and access to 800/888 databases, LIDB, and any other necessary databases in accordance with existing Tariffs and/or agreements with other unaffiliated carriers, as set forth in the Exhibit A. Alternatively, PriCellular may secure CCS Interconnection from a commercial SS7 hub provider, and in that case BA will permit PriCellular to access the same databases as would have been accessible if PriCellular had connected directly to BA's CCS network.

17.2 BA will provide CCS Signaling to PriCellular, where and as available, in conjunction with all Local Traffic, Toll Traffic, and Transit Traffic. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, calling party number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency (MF) wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party

to the other Party.

17.3 The following publications describe the practices, procedures and specifications generally utilized by BA for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to Signaling:

(a) Bellcore Special Report SR-TSV-002275, BOC Notes on the LEC Networks - Signaling; and

(b) Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA-905).

17.4 Until STP pairs of each Party are directly interconnected, BA shall charge PriCellular for Type S Interconnection in accordance with Exhibit A hereto and applicable Tariffs.

17.5 When the STP pairs of each Party are directly interconnected, each Party shall charge the other Party mutual and reciprocal rates for CCS Signaling as follows: BA shall charge PriCellular in accordance with Exhibit A hereto and applicable Tariffs; PriCellular shall charge BA rates equal to the rates BA charges PriCellular unless PriCellular Tariffs for CCS Signaling provide for lower generally available rates, in which case PriCellular shall charge BA such lower rates.

18.0 [RESERVED]

19.0 DIRECTORY SERVICES ARRANGEMENTS.

BA will, upon request, provide the following directory services to PriCellular in accordance with the terms set forth herein. In this Section 19, references to a PriCellular Customer's "primary listing" shall mean such Customer's name, address, and main telephone number, which number falls within the NXX codes directly assigned to PriCellular or is retained by PriCellular on the Customer's behalf pursuant to LTNP arrangements with BA or any other carrier within the geographic area covered in the relevant BA directory.

19.1 Directory Listings and Directory Distributions

19.1.1 BA will include, upon request by PriCellular, the PriCellular Customer's

primary listing in its "White Pages" directory (residence and business listings) and "Yellow Pages" directory (business listings) that cover the address of the Customer. Listings of PriCellular's Customers will be interfiled with listings of BA's Customers and the Customers of other LECs included in the BA directories. PriCellular will pay BA a non-recurring charge as set forth in Exhibit A for providing such service for each PriCellular Customer's primary listing. PriCellular will also pay BA's Tariffed charges, as the case may be, for additional and foreign white page listings and other white pages services for PriCellular's Customers. BA will not require a minimum number of listings per order.

19.1.2 BA will also include the PriCellular Customer's primary listing in BA's directory assistance database on the same basis that BA's own Customers are included, as well as in any electronic directories in which BA's Customers are ordinarily included, for no charge other than the charges identified in subsection 19.1.1.

19.1.3 BA will distribute to PriCellular Customers copies of their primary white pages and yellow pages directories at the same time and on the same basis that BA distributes primary directories to its own Customers. BA will also deliver a reasonable number of such directories to PriCellular. These distributions will be made for no additional charge. PriCellular and its Customers may request additional directories from BA's Directory Fulfillment Centers, which Centers will provide such additional directories for the same charges applicable to comparable requests by BA Customers.

19.1.4 BA will include all PriCellular NXX codes associated with the areas to which each directory pertains, along with BA's own NXX codes in any maps or lists of such codes which are contained in the general reference portions of the directories. PriCellular's NXX codes shall appear in such maps or lists in the same manner as BA's NXX information.

19.1.5 Upon request by PriCellular, BA will provide PriCellular with a directory list of relevant NXX codes, the close dates, publishing data, and call guide close dates on the same basis as such information is provided to BA's own business offices.

19.1.6 PriCellular shall provide BA with daily listing information on all new PriCellular Customers in the industry standard format or, in the absence of such a standard, in the format required by BA. The information shall include the Customer's name, address, telephone number, the delivery address and number of directories to be delivered, and, in the case of a business listing, the primary business heading under which the business Customer desires to be placed, and any other information necessary for the publication and delivery of directories. PriCellular will also provide BA with daily listing information showing Customers that have disconnected or terminated

their service with PriCellular. BA will provide PriCellular with confirmation of listing order activity within forty eight (48) hours.

19.1.7 BA will accord PriCellular's directory listing information the same level of confidentiality which BA accords its own directory listing information, and BA shall ensure that access to PriCellular's directory listing information will be used solely for the purpose of providing directory services; provided, however, that BA may use or license information contained in its directory listings for direct marketing purposes so long as the PriCellular Customers are not separately identified as such; and provided further that PriCellular may identify those of its Customers that request that their names not be sold for direct marketing purposes, and BA will honor such requests to the same extent as it does for its own Customers.

19.1.8 Both Parties shall use their best efforts to ensure the accurate listing of PriCellular Customer listings. BA will also provide PriCellular, upon request, a copy of the BA listings standards and specifications manual. In addition, BA will provide PriCellular with a listing of Yellow Pages headings and directory close schedules on an ongoing basis.

19.1.9 PriCellular will adhere to all practices, standards, and ethical requirements of BA with regard to listings, and, by providing BA with listing information, warrants to BA that PriCellular has the right to place such listings on behalf of its Customers. PriCellular agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person to be listed is authorized and has the right (i) to provide the product or service offered, and (ii) to use any personal or corporate name, trade name or language used in the listing. In addition, PriCellular agrees to release, defend, hold harmless and indemnify BA from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of BA's accurate listing of the listing information provided by PriCellular hereunder.

19.1.10 BA's liability to PriCellular in the event of a BA error in or omission of a listing shall not exceed the amount of charges actually paid by PriCellular for such listing. In addition, PriCellular agrees to take, with respect to its own Customers, all reasonable steps to ensure that its and BA's liability to PriCellular's Customers in the event of a BA error in or omission of a listing shall be subject to the same limitations that BA's liability to its own Customers are subject to.

19.1.11 Within ten (10) business days of the Effective Date, BA agrees to meet with PriCellular and, if appropriate, arrange a meeting with a BA authorized Yellow Pages agent, to address issues regarding PriCellular customer referrals or questions pertaining to Yellow Pages listings.

19.2 Service Information Pages

BA will include in the "Customer Guide" or comparable section of the applicable white pages directories listings provided by PriCellular for PriCellular's installation, repair and customer service and other essential service oriented information, as agreed by the Parties, including appropriate identifying logo. Such listings shall appear in the manner agreed to by the Parties. BA shall not charge PriCellular for inclusion of this essential service-oriented information, but reserves the right to impose charges on other information PriCellular may elect to submit and BA may elect to accept for inclusion in BA's white pages directories. BA will provide PriCellular with the annual directory close dates and reasonable notice of any changes in said dates.

19.3 Directory Assistance (DA); Call Completion

19.3.1 Upon request, BA will provide PriCellular with directory assistance, connect request, and/or IntraLATA call completion services.

19.3.2 Also upon request, BA will provide to PriCellular operator services trunk groups, utilizing Feature Group D type signaling, with ANI, minus OZZ, when interconnecting to the BA operator services network.

19.3.3 BA agrees to utilize existing trunking arrangements, at no facility charge to PriCellular, to transfer PriCellular's operator calls handled by a BA operator to the appropriate 911/E911 PSAP. The ANI information passed to the PSAP shall be consistent with the information that BA passes on its own operator-handled calls.

20.0 COORDINATION WITH TARIFF TERMS

20.1 The Parties acknowledge that some of the services, facilities, and arrangements described herein are or will be available under and subject to the terms of the federal or state Tariffs of the other Party applicable to such services, facilities, and arrangements. To the extent a Tariff of the providing Party applies to any service, facility, and arrangement described herein, the Parties agree as follows:

20.1.1 Those rates and charges set forth in Exhibit A for the services, facilities, and arrangements described herein that are designated with an asterisk shall remain fixed for the Initial

Term of the Agreement as defined in 22.1 below, notwithstanding that such rates may be different from those contained in an effective, pending, or future Tariff of the providing Party (including any changes to such Tariff subsequent to the Effective Date). Those rates and charges for services, facilities, and arrangements that are not designated with an asterisk, and which reference or are identical to a rate contained in an existing Tariff of the providing Party, shall conform with those contained in the then-prevailing Tariff and vary in accordance with any changes that may be made to the Tariff rates and charges subsequent to the Effective Date. Even the asterisked fixed rates and charges shall be changed to reflect any changes in the Tariff rates and charges they reference, however, if the Parties agree to adopt the changed Tariff rates and charges.

20.1.2 As applied to unbundled Network Elements or call transport and/or termination of Local Traffic for the services described here, the rates and charges set forth in Exhibit A shall serve as interim rates until such time as they are replaced by permanent rates as may be approved by the Commission pursuant to FCC Regulations. At such time as such permanent rates have been approved by the Commission, the Parties shall develop and append to Exhibit A an Exhibit AA setting forth such permanent rates, which Exhibit AA the Parties shall update periodically as necessary.

20.2 Except with respect to the rates and charges described in subsection 20.1 above, all other terms contained in an applicable Tariff of the providing Party shall apply in connection with its provision of the particular service, facility, and arrangement hereunder.

21.0 INSURANCE

21.1 PriCellular shall maintain, during the term of this Agreement, all insurance and/or bonds required by law and necessary to satisfy its obligations under this Agreement, including, without limitation, its obligations set forth in Section 25 hereof. At a minimum and without limiting the foregoing covenant, PriCellular shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least $1,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least $500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least $15,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by law and Employer's Liability Insurance with limits of not less than $1,000,000 per occurrence.

21.2 PriCellular shall name BA as an additional insured on the foregoing insurance. PriCellular agrees that PriCellular's insurer(s) and anyone claiming by, through, under or on behalf of PriCellular, shall have no claim, right of action, or right of subrogation, against BA, BA's affiliated companies, or the directors, officers or employees of BA or BA's affiliated companies, based on any loss or liability insurable under the foregoing insurance.

21.3 PriCellular shall, as requested, furnish certificates or other adequate proof of the foregoing insurance. The certificates or other proof of the foregoing insurance shall be sent to: Bell Atlantic, Insurance Administration Group, 1320 N. Courthouse Road, 4th Floor, Arlington, Virginia, 22201. In addition, PriCellular shall require its agents, representatives, or contractors, if any, that may enter upon the premises of BA or BA's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish BA certificates or other adequate proof of such insurance. Certificates furnished by PriCellular or PriCellular's agents, representatives, or contractors shall contain a clause stating: "Bell Atlantic - Pennsylvania, Inc. shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

21.4 In view of the current long-standing interconnection relationship between the Parties, PriCellular may provide BA a written summary of its insurance coverage with respect to each of the forms of coverage stated above. BA in its reasonable discretion may accept this in lieu of the above stipulated conditions. PriCellular acknowledges that BA is self-insured and accepts this as sufficient reciprocal coverage.

22.0 TERM AND TERMINATION

22.1 This Agreement shall be effective as of the Effective Date above and continue in effect until March 31, 1999 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect on the terms and conditions set forth herein on a month-to-month basis unless and until the Parties execute a new interconnection agreement or amendment hereto or either party ceases to provide service in the territory covered by this Agreement. Either Party may request negotiation of a

new interconnection agreement or any terms to this Agreement at any time between 135 and 90 days prior to the expiration of any term of this Agreement. If either party initiates such request it shall be deemed a request for negotiation under Section 252 of the Act by each of the Parties hereto for purposes of entitling the initiating Party to mediation and arbitration with respect to such negotiations under Section 252 only. Such requests shall identify, with specificity, each provision proposed for modification or change. In the event the Parties are unable to execute a new interconnection agreement or amendment to this Agreement within 160 days of such request, those provisions of this Agreement which are the subject matter of, or are materially related to the subject matter of, such request shall terminate and those affected service arrangements made available under this Agreement and existing at the time of such termination shall continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the FCC or the Commission to the extent applicable to CMRS, (b) Tariff terms and conditions generally available, including, to CMRS Providers or (c) the terms of this Agreement, to the extent that neither the standard terms and conditions referenced in (a) or (b) encompass the affected service, term or condition. Within thirty days of a Commission arbitration decision, the Parties shall execute and submit to the Commission for approval an interconnection agreement in conformance with the arbitration decision, provided that if the Parties fail to do so, the arbitration decision shall govern the affected service, term or condition as of the 31st day following the arbitration decision. The forgoing sentence shall not in any way affect either Party's right under the Act to seek review of the Commission's decision. The continued provision of service under any of clause (a), (b) and (c) shall be subject at all times to the provisions of Section 29.11.1 of this Agreement.

22.2 For service arrangements made available under this Agreement and existing at the time of termination, if the standard Interconnection terms and conditions or Tariff terms and conditions result in the non-terminating Party physically rearranging facilities or incurring programming expense, the non-terminating Party shall be entitled to recover such rearrangement or programming costs from the terminating Party. By mutual agreement, the Parties may jointly petition the appropriate regulatory bodies for permission to have this Agreement supersede any future standardized agreements or rules as such regulators might adopt or approve which have the effect of modifying any term or condition set forth herein.

22.3 If either Party defaults in the payment of any amount due hereunder, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice at least twenty five (25) days prior to terminating service. Notice shall be posted by certified mail, return receipt requested. If the defaulting Party cures the default or violation within the twenty five (25) day period, the other

Party will not terminate service or this Agreement but shall be entitled to recover all costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of service.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

24.0 CANCELLATION CHARGES

Except as provided in this Agreement or as otherwise provided in any applicable Tariff, no cancellation charges shall apply. For BA, the Tariff cancellation charges referred to herein are generally described in Section 5.2.3 of the BA FCC No. 1 Access Tariff. similar references are found in other BA Tariffs (3.g. State, etc.). Additional cancellation charges may also apply in other Tariffs.

25.0 INDEMNIFICATION

25.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, incurred during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement, provided that for the purposes of this provision (b) such indemnification shall not apply (i) if the indemnified Party is held liable to the other Party's customers by a final judgment that is no longer subject to administrative or

judicial review or appeal or (ii) the indemnified Party settles or consents to any judgment without prior written consent of the indemnifying Party, which consent shall not be unreasonably withheld. The indemnifying Party shall provide all reasonable assistance (including but not limited to support of claims by the other Party that it is not in privity with the indemnifying Party's customers) to the other Party in connection with such other Party's defense of any and all claims, demands, damages, expenses, suits or other actions subject to this section. Notwithstanding the foregoing indemnification, nothing in this Section 25 shall affect or limit any claims, remedies, or other actions either Party may have against the other Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws.

25.2 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

(b) Except in cases under Section 25.1(b), the indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense, provided that the indemnified Party may elect to assume control of the defense of any such action, in which case the indemnified Party shall bear all costs and expenses associated with such defense and shall waive its indemnification.

(c) In cases under Section 25.1(b), the Party that may be indemnified thereunder shall have sole authority to defend any such action, including the selection of legal counsel, and the Party that may be required to provide indemnification thereunder may engage separate legal counsel only at its sole cost and expense, provided that such potentially indemnifying Party may elect to assume control of the defense of any such action, in which case such potentially indemnifying Party shall bear all costs and expenses associated with such defense and shall be liable for any judgment resulting from such action, the defense of which it has assumed.

(d) 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.

(e) Both Parties shall, in all cases, assert any and all provisions in their respective

Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(f) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

25.3 In addition to its indemnity obligations under subsection 25.1, each Party shall provide, in its Tariffs and/or contracts with its Customers that relate to any Telecommunications Service provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any Customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in subsection 26.2 below).

26.0 LIMITATION OF LIABILITY

26.1 Except as may be provided pursuant to Section 27 below, the liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. For BA, the limitation of liability terms referenced herein under Tariff are generally described in Section 2.1 of the BA FCC No. 1 Access Tariff. Similar references are found in other BA Tariffs (e.g., State, etc.). Additional limitation of liability terms may also apply in other Tariffs. In the event no Tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

26.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance, punitive or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 25.

26.3 The Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitations on liability to customers that may be contained in either Party's applicable Tariff(s).

27.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

27.1 Performance Standards

BA shall provide the Interconnection and unbundled Network Elements contemplated hereunder in accordance with the performance standards set forth in Section 251(c) of the Act and the FCC Regulations, in particular the rules set forth in 47 Code of Federal Regulations § 51.305(a)(3) to (a)(5), 51.311(a) to (c), and 51.313(b). At such time as BA develops performance measures for unbundled Switching Elements and Network Elements provided hereunder, BA will provide PriCellular with reports thereof in accordance with subsection 27.2 below.

27.2 Performance Reporting

27.2.1 BA shall supply to PriCellular quarterly performance reports on BA's performance in the Commonwealth of Pennsylvania. The reports shall contain the information described in, and be substantially in the format of, the documents attached hereto as Schedules 27.2A through 27.2D. The content of the reports, and the definitions of the rows and columns in the reports are set forth in Schedule 27.2E. The coverage of each report is set forth in its title, with the additional explanations set forth in Schedule 27.2.

27.2.2 PriCellular agrees that the performance information included in these reports is confidential and proprietary to BA, and shall be used by PriCellular solely for internal performance assessment purposes, for purposes of joint PriCellular and BA assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed-upon protective order. PriCellular shall not otherwise disclose this information to third parties.

27.3 Performance Penalties

The question of what penalties or other action might be appropriate in any situation where PriCellular believes, based on a statistically significant number of reports described above, that Bell Atlantic is not complying with the performance standards referenced in subsection 27.1 above shall be resolved, in the first instance, through negotiations between the Parties and, failing successful negotiations, through the complaint processes of the Commission, the FCC, or a court of competent jurisdiction. BA agrees to join PriCellular in encouraging the Commission to develop expedited procedures for the resolution of any performance-related complaints

28.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

28.1 Each Party represents and warrants that it is now and will remain in compliance with all laws, regulations, and orders applicable to the performance of its obligations hereunder (collectively, "Applicable Laws"). Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

28.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act with respect to the provision of CMRS by PriCellular. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement, including, without limitation, the conformance of this Agreement to the FCC Regulations as provided in subsection 28.3 below.

28.3 The Parties recognize that the FCC has issued the regulations implementing Sections 251, 252, and 271 of the Act that affect certain terms contained in this Agreement and that certain of those regulations have been stayed. In the event that any one or more of the material provisions contained herein is inconsistent with any effective FCC Regulations or other Applicable Law, either Party may require a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby. If neither Party requests a renegotiation or if any Applicable Laws require modification of any non-material term(s), then the Parties agree to make only the minimum modifications necessary, and the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this subsection 28.4 and without limitation the material nature of

any other modifications required by Applicable Laws, the Parties agree that any modification required by Applicable Laws (i) to the two-tier Reciprocal Call Termination compensation structure for the transport and termination of Local Traffic described in Exhibit A, or (ii) that affects either Party's receipt of reciprocal compensation for the transport and termination of Local Traffic, shall be deemed to be a modification of a material term that requires immediate good faith renegotiation between the Parties. Until such renegotiation results in a new agreement or an amendment to this Agreement between the Parties, the Parties agree that (y) in the case of (i) above, they will pay each other applicable transport charges in addition to the applicable call termination charge for Local Traffic that it delivers to the other Party's Local Serving Wire Center, provided each Party continues to offer the option of delivering Local Traffic to another IP in the LATA at the usual call termination charge only, and (z) in the case of (ii) above, the Party whose receipt of reciprocal compensation is affected shall not be obligated to pay the other Party reciprocal compensation for the other Party's transport and termination of the same kind of Local Traffic delivered by the affected Party in excess of what the affected Party is permitted to receive and retain.

29.0 MISCELLANEOUS

29.1 Authorization

29.1.1 BA is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder on behalf of BA.

29.1.2 Northland Cellular Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

29.1.3 Eastern Wireless Cellular Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

29.2 Independent Contractor

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state

and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

29.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

29.4 Confidentiality

29.4.1 All information, including but not limited to specification, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

29.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any

other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

29.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

(a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

(b) is or becomes publicly known through no wrongful act of the receiving Party; or

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the disclosing Party; or

(f) is required to be made public by the receiving Party pursuant to applicable law or regulation, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

29.4.4 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

29.4.5 Notwithstanding any other provision of this Agreement, the provisions of this subsection 29.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

29.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Pennsylvania, except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

29.6 Taxes

29.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law (as defined in subsection 28.1) to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

29.6.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, which Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with subsection 29.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

29.6.3 Taxes Imposed on Customers. With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

29.6.4 Liability for Uncollected Tax, Interest and Penalty. If the providing Party has not received an exemption certificate and fails to collect any Tax as required by subsection 29.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit

such Tax to the providing Party as required by subsection 29.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by subsection 29.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by subsection 29.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by subsection 29.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

29.6.5 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in subsection 29.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

29.6.6 Notices for Purposes of this Subsection 29.6. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this subsection 29.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in subsection 29.10 as well as to the following:

To Bell Atlantic: Tax Administration
Bell Atlantic Network Services, Inc.
1717 Arch Street
30th Floor
Philadelphia, PA 19103

To PriCellular: Stephen Easley
Vice President, External Affairs
PriCellular Corporation
1150 Connecticut Avenue, N.W.
Suite 1100
Washington, DC 20036
Phone: (202) 496-2378

Either Party may from time to time designate another address or other addressees by giving notice is accordance with the terms of this subsection 29.6. Any notice or other communication shall be deemed to be given when received.

29.7 Assignment

Either Party may, with the other Party's prior written consent, assign this Agreement or any of its rights or obligations hereunder to a third party, which consent shall not be unreasonably withheld upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement. Any assignment by either party to its parent or any other direct or indirect wholly owned subsidiary of its parent shall not be considered an assignment requiring prior approval under this Agreement. However, in the event of such assignment to an Affiliate, the assignor shall provide notice of the assignment and the assignee shall provide a statement to the other Party that it has accepted the rights and responsibilities it is acquiring under this Agreement. Any assignment or delegation in violation of this subsection 29.7 shall be void and ineffective and constitute a default of this Agreement.

29.8 Billing and Payment; Disputed Amounts

29.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services rendered hereunder. Payment of billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) days of the date of such statement.

29.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

29.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay (i) all undisputed amounts to the Billing Party when due and (ii),when the Disputed Amount cumulatively amounts to $100,000 or more, 50% of the Disputed Amount into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. The remaining balance of the Disputed Amount not placed into escrow shall thereafter be paid upon final determination of such dispute.

29.8.4 Either Party may request the other party to verify the accuracy of amounts shown on invoices provided pursuant to this Agreement. The Party receiving the request shall provide information reasonably sufficient to verify its invoices within thirty (30) days after the request date.

29.8.5 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by

one Party to the other Party shall be honored.

29.8.6 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to subsection 29.8.5, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, to be paid to either Party.

29.8.7 The Parties agree that all negotiations pursuant to this subsection 29.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

29.8.8 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

29.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. At the written request of a Party, each Party shall appoint, within five (5) days after the date of the request, a knowledgeable, responsible representative to meet and negotiate in good faith for a period of thirty (30) days after the request to resolve any dispute under this Agreement. The parties intend that these negotiations be conducted by non-lawyer business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Should such negotiations fail to resolve the dispute within such thirty-day period, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

29.10 Notices

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To PriCellular:

Stephen Easley
Vice President, External Affairs
PriCellular Corporation
1150 Connecticut Avenue, N.W.
Suite 1100
Washington, DC 20036
Phone: (202) 496-2378

with a copy to:

Lawrence Roberts, Esq.
Roberts & Eckard, P.C.
Suite 1100
1150 Connecticut Avenue, N.W.
Washington, DC 20036

To Bell Atlantic:

Director - Wireless Interconnection Services
Bell Atlantic Network Services, Inc.
1320 N. Courthouse Road
9th Floor
Arlington, VA 22201
Facsimile: 703/974-6432

with a copy to:

Vice President and General Counsel
Bell Atlantic - Pennsylvania, Inc.

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

29.11 Section 252(i) Obligations

29.11.1 Upon request of PriCellular and to the extent required under Applicable Law, BA shall make available without unreasonable delay to PriCellular any individual interconnection, service or network element upon the same rates, terms and conditions as those contained in any agreement to which it is a party that is approved by the Commission or the FCC pursuant to Section 252 of the Act (an "Approved Agreement"). Upon request of PriCellular, and to the extent required by Applicable Law, BA will negotiate in good faith to make available any additional interconnection, service or network element not provided for in any Approved Agreement. The Parties understand and agree that Approved Agreements on file with the Commission are available to the public pursuant to Section 251 of the Act.

29.11.2 To the extent the exercise of the foregoing options requires a rearrangement of facilities by the providing Party, the opting Party shall be liable for the non-recurring charges associated therewith.

29.11.3 The Party electing to exercise such option shall do so by delivering written notice to the first Party. Upon receipt of said notice by the first Party, the Parties shall amend this Agreement to provide the same rates, terms and conditions to the notifying Party for the remaining term of this Agreement; provided, however, that the Party exercising its option under this subsection 29.11 must continue to provide the same services or arrangements to the first Party as required by this Agreement, subject either to the rates, terms, and conditions applicable to the first Party in its agreement with the third party or to the rates, terms, and conditions of this Agreement, whichever is more favorable to the first Party in its sole determination.

29.12 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

29.13 No Third Party Beneficiaries; Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. 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 or on behalf of the other Party unless otherwise expressly permitted by such 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 responsibility for the management of the other Party's business.

29.14 No License

29.14.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

29.14.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

29.14.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

29.15 Technology Upgrades

Nothing in this Agreement shall limit BA's ability to upgrade its network through the incorporation of new equipment, new software or otherwise, except that no such upgrade shall excuse BA's performance under this Agreement except as may be identified in any associated network disclosure. BA shall provide PriCellular written notice at least ninety (90) days prior to the incorporation of any such upgrades in BA's network that will materially affect PriCellular's service. PriCellular shall be solely responsible for the cost and effort of accommodating such changes in its own network.

29.16 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

29.17 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, 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.

29.18. 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.

29.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

29.20 Successors and Assigns

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

29.21 Publicity

Neither Party shall use the name of the other Party in connection with this Agreement in a press release or statement without the prior consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ___ day of _____, 1997.

AMRO CELLULAR CORPORATION	BELL ATLANTIC - PENNSYLVANIA, INC.
By:_____	By:_____
Printed:___Steven Price_____	Printed:_____
Title:_____President_____	Title:_____

SCHEDULE 1.0

CERTAIN TERMS AS DEFINED IN THE ACT AS OF NOVEMBER 1, 1996

"Dialing Parity" means that a person that is not an affiliate of a local exchange carrier is able to provide Telecommunications Services in such a manner that Customers have the ability to route automatically, without the use of any access code, their Telecommunications to the Telecommunications Services provider of the customer's designation from among two (2) or more Telecommunications Services providers (including such LEC).

"Exchange Access" means the offering of access to Telephone Exchange Services or facilities for the purpose of the origination or termination of Telephone Toll Services.

"InterLATA" means Telecommunications between a point located in a local access and transport area and a point located outside such area.

"Local Access and Transport Area" or "LATA" means a contiguous geographic area: (a) established before the date of enactment of the Act by a Bell operating company such that no Exchange Area includes points within more than one (1) metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or (b) established or modified by a Bell operating company after such date of enactment and approved by the FCC.

"Local Exchange Carrier" means any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Network Element" means a facility or equipment used in the provision of a Telecommunications Service. Such term also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"Number Portability" means the ability of end users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Communications Act).

"Telecommunications Service" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means (a) service within a telephone exchange or within a connected system of telephone exchanges within the same exchange area operated to furnish subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (b) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

"Telephone Toll Service" means telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service.

SCHEDULE 3.0

NETWORK IMPLEMENTATION SCHEDULE FOR PENNSYLVANIA

In accordance with the provisions of Section 3 of the Agreement, the Parties shall make their best efforts to meet the following Milestones no later than the listed Dates.

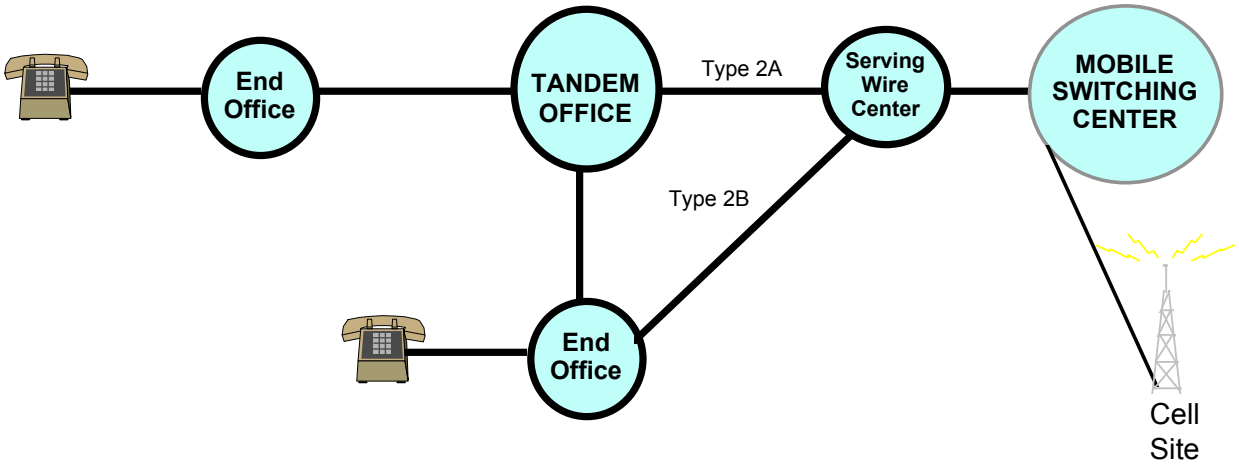
LATA in Pennsylvania	**Milestone**	**Date**
LATA XXX	LATA Start Date ("SD")	TBD
	SS7 Certification, Collocations, and NXX(s) Applied For	TBD
	Parties Agree on Initial Network Design	TBD
	Valid Access Service Request(s) ("ASRs") and Routing Information Received by BA	TBD
	Collocation Arrangements Complete for Trunk Interconnection and IDLC for ULLs	TBD
	All Trunks Tested and Turned Up; SS7 Certification Achieved;[1] VG ULL Capability Available	TBD
	Call-through Testing Completed; "Interconnection Activation Date"	TBD

[1] SS7 certification scheduling depends on actual schedule availability at time of request.

Schedule 4.2

Physical Architecture

CMRS TYPE 2A/B INTERCONNECTION



Schedule 4.4

Type S Interconnection

1. DEFINITIONS:

a.) Integrated Services Digital Network User Part ("ISUP") provides for transfer of call set-up signaling information between signaling points.

b.) Message Transfer Part ("MTP") provides functions for basic routing of signaling messages between signaling points.

c.) Point Code ("PC") means a binary code which identifies a signaling point in a signaling network. The code is used either as a destination point code or as an originating point code.

d.) Signal Transfer Point ("STP") means a specialized switch which provides SS7 network access and performs SS7 message routing and screening.

e.) Signaling Connection Control Part ("SCCP") provides additional routing and management functions for transfer of messages other than call set-up between signaling points.

f.) Signaling Point of Interface ("SPOI") means one Party's location in the same LATA as the other Party's STP where SS7 signaling information is exchanged between BA and PriCellular.

g.) Transactions Capabilities Application Party ("TCAP") Messages provides for transfer of non-circuit related information between signaling points.

h.) Type S Interconnection Facility ("TSIF") means a dedicated SS7 signaling link connection between one Party's SPOI and an STP port of the other Party.

i.) Type S Interconnection Service is a CCS network interconnection facility between BA and PriCellular using SS7 protocol that consists of subprotocols MTP, SCCP, ISUP, and TCAP. The service provides the transport of SS7 ISUP and SS7 TCAP messages over a Type S Interconnection Facility, (i) between one Party's STP and the other Party's SPOI within the LATA, and (ii) between BA's STP and Interexchange Carriers.

2. AVAILABILITY OF SERVICE:

Type S Interconnection Service is provided over a Type S Interconnection Facility from one Party's SPOI to the other Party's STP in LATAs within BA's territory where SS7 Interconnection is available.

3. TYPE S INTERCONNECTION FACILITIES:

BA will provide PriCellular, upon written request, those facilities and arrangements described herein, including Type S Interconnection Facilities, that are necessary to establish the physical connection of a communications path, which is separate from the message path, to allow the interchange of signaling information as provided for in this Schedule.

A Type S Interconnection Facility includes a dedicated 56 Kbps signaling connection between PriCellular's SPOI and a port of BA's STP that serves the Tandem to which PriCellular is interconnected within the same LATA. The exchange of signaling information may be between BA and PriCellular, or between PriCellular and a designated Interexchange Carrier or other Cellular Mobile Carrier via BA's STP(s)

PriCellular agrees to send BA CPN associated with mobile-to-land calls when BA is providing this information to PriCellular on land-to-mobile calls originating from BA's SS7 equipped end offices that are in the same LATA as PriCellular's IP. BA and PriCellular's agreement to reciprocally provide CPN shall apply only if it is consistent with state law, and if required, after obtaining any necessary regulatory approvals.

4. NETWORK SPECIFICATIONS:

The specific protocol for CPN is contained in Bell Atlantic Supplement Common Channel Signaling (CCS) Network Interface Specification and Technical Reference TR-TSV-00905. BA will transmit a "privacy indicator" as part of the CPN information in those jurisdictions where end users may elect that their CPN information not be passed to the called party, and where an end user has taken the actions necessary to ensure that its CPN is not passed to the called party.

Particular Conditions of Section 12 of this Agreement shall apply and be supplemented with technical references TR-TSV-00905 Common Channel Signaling Network Interface Specification Supporting Network Interconnection, Message Transfer Part, and Integrated Services Digital Network User Part, and Bell Atlantic complementary BA-905 CCS/SS7 Cellular Interface Specifications, and TA-NWT-001434-CCS Network Interface Specification (CNIS) supporting wireless services providers.

5. PROVISION OF FACILITIES:

The timing of providing PriCellular with SS7-ISUP interconnection shall be determined by adding PriCellular's request to the schedule of SS7-ISUP interconnection requests that BA currently maintains for all carriers. PriCellular shall be added to the existing schedule based on the date that BA receives PriCellular's written request.

6. CHARGES FOR TYPE S INTERCONNECTION SERVICE:

Each Party will pay to the Other Party the charges as set forth in Section 17 and Exhibit A of this Agreement. Each Party will provide reports of its interstate message signaling usage. If a Party fails to provide such reports, all of that Party's message signaling usage shall be treated as intrastate.

TCAP Charges

A Point Code establishment or change charge is applicable, based on current Tariffed rates, for each PriCellular designated originating or destination Point Code. Intrastate Point Codes shall be provided under and at rates specified in a special rate authorization letter.

PriCellular will provide BA with each originating and destination Point Code to be used by BA for screening and routing all SS7 signaling messages associated with transport of SS7 signaling messages through BA's STP.

Interexchange Carrier (IXC) Interchange of SS7 Messages

PriCellular shall specify in writing to BA, the IXC to which InterLATA TCAP messages shall be sent. It will be PriCellular's responsibility to ensure that the designated IXC(s) has SS7 facilities from BA's STP to the IXC(s) SPOI. For those facilities, charging will occur directly between BA and IXC.

7. PROPRIETARY INFORMATION:

To protect the security of BA's network, Point Codes will be provided to PriCellular pursuant to a non-disclosure agreement that contains terms specified by BA and that is signed only by PriCellular.

8. PROVISION OF INFORMATION:

PriCellular and BA agree to keep adequate records of operations and transactions and to furnish to the other party such information as may be reasonably required for the administration of Type S Interconnection Service, including but not limited to, specific reports relating to the percentage of intrastate/interstate message signaling traffic interchanged and any other data needed to compute PriCellular's charges.

Absent the willingness and ability to determine by direct measurement or any other means, the relative amounts of message signaling traffic distribution that PriCellular carries each month, PriCellular may provide estimates of the percentages of its message signaling traffic distribution based on data and measurements which are reasonably available to it. PriCellular will provide a compete written explanation of said estimates and shall make available for inspection any studies, traffic measurements, or other data at its immediate disposal necessary to test the reasonableness of said estimates. Said percentages will be subject to review by BA as to reasonableness.

SCHEDULE 4.7

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination. Each Party shall make available at its Interconnection Points facilities to route the traffic it receives to the appropriate final destination. Interconnection at a BA-IP that is a Local Serving Wire Center provides access to all of the Interconnection Points identified below (except for paragraphs 8 through 11), via facilities appropriate for the traffic types and destinations identified below. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in subsections 4.2 and/or 4.3 of the main body of the Agreement.

2. For the termination of Meet Point Billing Traffic from an IXC to:

   (a) PriCellular, at the X-IP in LATA in which the Traffic is to terminate.

   (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

3. For the termination of Transit Traffic from an ITC, wireless carrier, or CLEC to:

   (a) PriCellular, at the X-IP in which the Traffic is to terminate.

   (b) BA, at the BA-IP in LATA in which the Traffic is to terminate.

4. For 911/E911 traffic originated on PriCellular's network, at the PSAP in areas where only Basic 911 service is available, or at the BA 911 Tandem Office serving the area in which the PriCellular Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

5. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable BA Local Serving Wire Center or the BA operator services Tandem Office subtended by such Local Serving Wire Center.

6. For Operator Services (call completion) traffic, at the applicable BA Local Serving Wire Center or the BA operator services Tandem Office subtended by such Local Serving Wire Center.

7. For LSV/VCI traffic, at the terminating Party's Local Serving Wire Center or operator services Tandem Office subtended by such Local Serving Wire Center.

8. For SS7 signaling originated by:

(a) PriCellular, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Bell Atlantic Supplement Common Channel Signaling Network Interface Specification (BA_905).

(b) BA, at mutually agreed-upon SPOIs in the LATA in which the Local or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and BA-905. Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

9. For 800/888 database inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the originating PriCellular Wire Center is located, over a CCSAC link. Alternatively, PriCellular may elect to interconnect through a commercial SS7 hub provider.

10. For Line Information Database ("LIDB") inquiry traffic, at any BA Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, PriCellular may elect to interconnect through a commercial SS7 hub provider.

11. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party's network.

SCHEDULE 6.3

RATE ELEMENTS UNDER MEET POINT BILLING

Interstate Access - Terminating to or originating from PriCellular Customers

Rate Element	Billing Company
Carrier Common Line	PriCellular
Local Switching	PriCellular
Interconnection Charge	PriCellular
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	BA

Intrastate Access - Terminating to or originating from PriCellular Customers

Rate Element	Billing Company
Carrier Common Line	PriCellular
Local Switching	PriCellular
Interconnection Charge	PriCellular
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage (BIP)
Tandem Switching	BA
Local Transport Termination/ Tandem Switched Transport Fixed	BA
Entrance Facility	BA
800 Database Query	BA

Schedule 27.2A

REQUESTING CLEC MEASUREMENT REPORTS

REQUESTING CLEC SPECIFIC

Performance Measurement (a)	Actual BA Service Performance (by Quarter)				
	DSO (b)	DS1 (c)	DS3 (d)	CLEC TRUNKING (e)	POTS (f)
INSTALLATION					
g) Number of Installations	[1] 1-1-97	[2] 1-1-97	[3] 1-1-97	[4] 4-1-97	[5] TBD 7-1-97
h) Average Interval in days	[6] 1-1-97	[7] 1-1-97	[8] 1-1-97	[9] 4-1-97	[10] TBD 7-1-97
i) Percent Install on time	[11] 1-1-97	[12] 1-1-97	[13] 1-1-97	[14] 4-1-97	[15] TBD 7-1-97
SERVICE QUALITY					
j) Number of Reports	[16] 1-1-97	[17] 1-1-97	[18] 1-1-97	[19] 4-1-97	[20] 1-1-97
k) Mean Time to Clear Reports	[21] 1-1-97	[22] 1-1-97	[23] 1-1-97	[24] 4-1-97	[25] 1-1-97
l) Number of Failures	[26] 1-1-97	[27] 1-1-97	[28] 1-1-97	[29] 4-1-97	[30] 1-1-97
m) Failure Frequency Percent	[31] 1-1-97	[32] 1-1-97	[33] 1-1-97	[34] 4-1-97	[35] TBD 7-1-97
n) Percent Without Report Outstanding	[36] 1-1-97	[37] 1-1-97	[38] 1-1-97	[39] 4-1-97	[40] TBD 7-1-97

REQUESTING CLEC MEASUREMENT REPORTS

STATEWIDE, INCLUDING BA AFFILIATES

Performance Measurement (a)	Actual BA Service Performance (by Quarter)				
	DSO (b)	DS1 (c)	DS3 (d)	CLEC TRUNKING (e)	POTS (f)
INSTALLATION					
g) Number of Installations	1 1-1-97	2 1-1-97	3 1-1-97	4 4-1-97	5 1-1-97
h) Average Interval in days	6 1-1-97	7 1-1-97	8 1-1-97	9 4-1-97	10 1-1-97
i) Percent Install on time	11 1-1-97	12 1-1-97	13 1-1-97	14 4-1-97	15 1-1-97
SERVICE QUALITY					
j) Number of Reports	16 1-1-97	17 1-1-97	18 1-1-97	19 4-1-97	20 1-1-97
k) Mean Time to Clear Reports	21 1-1-97	22 1-1-97	23 1-1-97	24 4-1-97	25 1-1-97
l) Number of Failures	26 1-1-97	27 1-1-97	28 1-1-97	29 4-1-97	30 1-1-97
m) Failure Frequency Percent	31 1-1-97	32 1-1-97	33 1-1-97	34 4-1-97	35 1-1-97
n) Percent Without Report Outstanding	36 1-1-97	37 1-1-97	38 1-1-97	39 4-1-97	40 1-1-97

REQUESTING CLEC MEASUREMENT REPORTS

TOP 3 CARRIERS

Performance Measurement (a)	Actual BA Service Performance (by Quarter)				
	DSO (b)	**DS1 (c)**	**DS3 (d)**	**CLEC TRUNKING (e)**	**POTS (f)**
INSTALLATION					
g) Number of Installations	1 1-1-97	2 1-1-97	3 1-1-97	4 4-1-97	5 TBD 7-1-97
h) Average Interval in days	6 1-1-97	7 1-1-97	8 1-1-97	9 4-1-97	10 TBD 7-1-97
i) Percent Install on time	11 1-1-97	12 1-1-97	13 1-1-97	14 4-1-97	15 TBD 7-1-97
SERVICE QUALITY					
j) Number of Reports	16 1-1-97	17 1-1-97	18 1-1-97	19 4-1-97	20 1-1-97
k) Mean Time to Clear Reports	21 1-1-97	22 1-1-97	23 1-1-97	24 4-1-97	25 1-1-97
l) Number of Failures	26 1-1-97	27 1-1-97	28 1-1-97	29 4-1-97	30 1-1-97
m) Failure Frequency Percent	31 1-1-97	32 1-1-97	33 1-1-97	34 4-1-97	35 TBD 7-1-97
n) Percent Without Report Outstanding	36 1-1-97	37 1-1-97	38 1-1-97	39 4-1-97	40 TBD 7-1-97

Note: Results produced when a minimum of 3 carriers purchase measured service

REQUESTING CLEC MEASUREMENT REPORTS

10 LARGEST RETAIL CUSTOMERS

Performance Measurement (a)	**Actual BA Service Performance (by Quarter)**				
	DSO (b)	**DS1 (c)**	**DS3 (d)**	**CLEC TRUNKING (e)**	**POTS (f)**
INSTALLATION					
g) Number of Installations	1 TBD	2 TBD	3 TBD	4 TBD	5 TBD
h) Average Interval in days	6 TBD	7 TBD	8 TBD	9 TBD	10 TBD
i) Percent Install on time	11 TBD	12 TBD	13 TBD	14 TBD	15 TBD
SERVICE QUALITY					
j) Number of Reports	16 TBD	17 TBD	18 TBD	19 TBD	20 TBD
k) Mean Time to Clear Reports	21 TBD	22 TBD	23 TBD	24 TBD	25 TBD
l) Number of Failures	26 TBD	27 TBD	28 TBD	29 TBD	30 TBD
m) Failure Frequency Percent	31 TBD	32 TBD	33 TBD	34 TBD	35 TBD
n) Percent Without Report Outstanding	36 TBD	37 TBD	38 TBD	39 TBD	40 TBD

REQUESTING CLEC MEASUREMENT REPORTS

COLUMN & ROW DEFINITIONS

COLUMN HEADINGS

a): Performance Measurements column defines the general description of each measurement.

b, c, & d): DSO, DS1 and DS3 Columns respectively are Private Line Special Access results.

** DS1 and DS3 are discrete measurements, DSO is all other services.

e): CLEC Trunks: This column represents service for CLEC trunks that carry traffic office to office.

f): POTS: This represents all services considered POTS which includes both unbundled elements and resale.

INSTALLATION CATEGORIES

g): Number of Installations: This is the total number of service orders issued/ requested by Requesting CLEC and completed by BA. Regardless of the number of elements or circuits ordered, each service order counts as 1.

h): Average Interval in days: This is the sum of the receipt date to the service order due date as established on the firm order confirmation (FOC) for each service order where BA established the interval using the normal interval with this sum being divided by the total number of service orders used in the calculation.

Requesting CLEC will send BA a service order request (PON) and BA will return the final order confirmation (FOC) which stipulates the scheduled completion date. The time from the PON date to the date due established on the FOC represents the average interval per order.

BA flags each order with an appointment flag of either "x" or "w". If the scheduled interval reflected on the order is established by BA using the normal interval process, the order will be flagged with the "x". However, if Requesting CLEC should request a date that is further out than the normal interval, the order will be flagged with the "w" to indicate that the long interval was offered at the customers request.

For this category measurement, only those orders with the "x" indicator will be counted.

If for some reason the order needs to be redated (longer or shorter), the final FOC date is the date that will be used for measurement purposes.

i): Percent Install on time: This measurement is the total number of installations (both "x" and "w" service orders) that were completed on time (based on the service order established due date) divided by the total number of service orders. This is the percentage of orders completed on time.

SERVICE QUALITY CATEGORIES

j): Number of reports: This is the total number of troubles received from Requesting CLEC by service category. Each trouble counts as one and in cases where the trouble is redated or subsequent reports are received for escalations or to question status, BA will not count the subsequent reports. From receipt to close, each trouble counts as 1, regardless of the trouble resolution (CPE, NTF or BA Network).

k): Mean Time to Clear Reports: This is the total measurable hours and minutes from all troubles (from the time BA receives a trouble from Requesting CLEC until the service is restored and closed with Requesting CLEC) divided by the total number of troubles for the report period.

For DSO, DS1, DS3 and CLEC Trunking, the measurements will be "Stop Clock" measurements where "no access" (customer access delayed) time is removed from the measurement.

For POTS, this will be a running 24 hour clock from trouble receipt to trouble clearance time. The BA clear time is the time service is restored. The BA work process is for the customer (Requesting CLEC) to be notified as soon as the service is cleared. BA does not use the "close time" because after clearing the trouble, the technician may stay and complete another hour or so of clean up before actually closing the trouble.

l): Number of Failures: The number of failures is the total number of trouble reports (by

category) where the trouble was closed out to a code indicating that the fault was a BA service problem.

Removed from the total trouble reports will be all troubles that reflect the cause of the trouble to be other than a BA Network fault. Examples would be troubles caused by Customer Provided Equipment (CPE), errors by the customers/end user in the use of the service or where no trouble was detected (F/OK and T/OK).

m): Failure Frequency Percent: This measurement is the total number of Network Troubles "l", divided by the total number of circuits that Requesting CLEC has purchased from BA. The result expressed as a percentage.

n): Percent Without Report Outstanding: For this measurement Bell Atlantic is to do the following:

1. Multiply the total number of circuits by the total hours in the report period to establish the total hours of service availability possible for the report period.

2. Add all of the measurable time (hours and minutes) for only the Network Reports to establish the total non service availability hours for the report period.

3. Subtract the “non service availability” hours from the “total service availability” hours and divide the result by the “total service availability” hours and display this as a percentage.

Exhibit A

BELL ATLANTIC-PENNSYLVANIA, INC. AND PRICELLULAR
DETAILED SCHEDULE OF ITEMIZED CHARGES[1]

A. BA Services, Facilities, and Arrangements:

	BA Service	Non-recurring	Recurring
1.a.	Entrance facilities, and transport, as appropriate, for Interconnection at BA End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per interstate [BA FCC #1 sec. 6.9.1.] and intrastate [BA-PA PUC 302 sec. 6.9.2] access tariffs for Feature Group D service Illustrative: Interstate non-recurring: $1, plus $1 switched access connection charge per trunk; DS-1 entrance facility $210-$212/mo. Intrastate non-recurring: $930 for first DS-1, $300 for additional, plus $20 switched access connection charge per trunk; DS-1 entrance facility $210-$270/mo.	
1.b.	Collocation and related services for Interconnection at BA End Office, Tandem Office, or Serving Wire Center	Per interstate [BA FCC 1 sec. 19], intrastate access tariff [BA PA PUC 302 sec. 16, and pending intrastate access tariffs[2]	

[1] All rates set forth herein, as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates. These interim rates shall be replaced on a prospective basis by such permanent rates (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements, or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission in MFS III (Docket A310203F0002 Et al.)or such other proceeding as the Commission may deem appropriate and, if appealed, as may be ordered at the conclusion of such appeal. At such time as such permanent rates have been approved by the Commission, the Parties shall append to this Exhibit an Exhibit AA, setting forth such rates, which Exhibit AA the Parties shall update periodically as necessary.

[2] Pending approval of the BA intrastate collocation tariff, all collocation services shall be charged at rates found in BA FCC 1 sec. 19 or BA-PA PUC 302 sec. 16.

	BA Service	**Non-recurring**	**Recurring**
1.c.	Transit arrangements (for Interconnection between [PriCellular] and carriers other than BA)	Per tariffs cited in sections 1.a. and 1.b. above, as applicable; separate trunks required for IXC subtending trunks	Per interstate [BA FCC 1 sec. 6.9.1.B] and intrastate [BA-PA PUC 302 sec. 6.9.2.B] for tandem switching and tandem switched transport, as applicable Illustrative: Interstate, proposed intrastate tandem switching $.000983/mou, tandem switched transport $.000195/mou plus $.000045/mou/mile
1.d.	911 Interconnection	Per intrastate tariff BA-PA PUC 1.2.C, 216, and 304.	

	BA Service	**Non-recurring**	**Recurring**
1.e.	Directory assistance transport	Intrastate per BA-PA PUC 302 sec. 9.6.B (transport) Interstate per BA FCC 1 sec. 9.6.B	Intrastate per BA-PA PUC 302 sec. 9.6.B; Illustrative: Per call rate $.000091 fixed, $.000021 per mile, $.001255 tandem switching. Interstate per BA FCC 1 sec. 9.6.B Illustrative: Per call rate $.000082 fixed, $.000019 per mile, $.000353 tandem switching, $.002311 interconnection
1.f.	Operator services (call completion) Transport	Per contract attached hereto	
2.	Unbundled elements	Available as listed herein and in interstate and intrastate tariffs, and pursuant to Section 11 of the Agreement	
3.	Poles, ducts, conduits, ROW	Per contract rates pursuant to 47 U.S.C. sec. 224 Illustrative: Duct: $5.45/foot/yr. Pole: $3.98/attachment./yr.	

	BA Service	**Non-recurring**	**Recurring**
4.a.	Local loop transmission Unbundled Local Loop Element and cross-connect to basic links	Interim rates as follows until Commission determines permanent rates:	Interim rates as follows until Commission determines permanent rates:
	POTS 2 wire analog loops [3]	$36.19/Service Order $35.72/Installation	Density Cell: 1 - $10.51/Month 2 - $12.12/Month 3 -$16.57/Month 4 - $21.28/Month
	4 Wire Loops	Service Order: $15.49 Installation: If premises visit not required, initial & each additional loop - $60.52 If premises visit required, initial loop - $141.62 If premises visit required, additional loop - $94.38	Density Cell: 1 - $24.33/Month 2 - $28.91/Month 3 - $36.28/Month 4 - $50.29/Month
	ISDN loops	Service Order: $21.80 Installation: If premises visit not required, initial & each additional loop - $17.50 If premises visit required, initial loop - $85.68 If premises visit required, additional loop - $38.43	Density Cell: 1 - $15.66/Month 2 - $16.43/Month 3 - $20.49/Month 4 - $29.05/Month

[3] Interim rates as established by Commission in dockets A310236F0002 and A310258F0002.

	BA Service	**Non-recurring**	**Recurring**
4.a. (Cont.)	DS-1 Loops	Service Order: $15.49 Installation: If premises visit not required, initial & each additional loop - $60.52 If premises visit required, initial loop - $141.62 If premises visit required, additional loop - $94.38	Density Cell: 1 - $143.07/Month 2 - $151.60/Month 3 - $185.26/Month 4 - $281.27/Month
	2 Wire ADSL Loops	TBD	TBD
	2 Wire & 4 Wire HDSL Loops	TBD	TBD
	Cross Connection to POTS loop		$1.09/Month (Physical)
4.b.	Special construction charges	As applicable per BA-PA PUC 1 sec. 9	
4.c.1	Service Technician Charges (Maintenance Service Charges) (service technician work on unbundled loops outside of the central office)	Per intrastate tariff BA-PA PUC No. 1, sec. 22A.B.3 Illustrative: Initial visit charge $37.25 Work charge (per quarter hour) $11.00	

	BA Service	**Non-recurring**	**Recurring**
4.c.2	Central office technician charges	Per interstate BA FCC 1 sec. 19.7.7 tariff. Normal Working Hours: First 1/2 hour or fraction thereof $90.00/technician Each Additional 1/2 hour or fraction thereof $30.00/technician Overtime: First 1/2 hour or fraction thereof $100.00/technician Each Additional 1/2 hour or fraction thereof $40.00/technician Premium Time: First 1/2 hour or fraction thereof $120.00/technician Each Additional 1/2 hour or fraction thereof $50.00/technician	
5.a.	Trunk Side local transport DS-1 transport	Per interstate [BA FCC 1 sec. 6.9.1.C] and intrastate [BA-PA PUC 302 sec. 6.9.2.C] tariffs. Illustrative recurring: Interstate $60/mo fixed, $17.70/mile/mo Intrastate $75/mo fixed, $25/mile/mo	
5.b.	DS-3 transport	Tariff reference see 5.a. above. Illustrative recurring: Interstate, intrastate $900/mo fixed, $180/mile/mo	

	BA Service	**Non-recurring**	**Recurring**
5.c.	Mid-span meet arrangements	To be charged in accordance with the requirements of Section 4.3 of the Agreement	
6.	Local switching[4] Unbundled Switching Element POTS switch Port	 $6/service order per line to establish or modify service $6/service order plus $6/Port	 $0.004/mou of local switch usage $1.50/mo
7	Network Interface Device	$5.85/Service Order[5] $28.01/Premises Visit $12.92 Labor Charge/Quarter Hour After First Quarter Hour	$.73/Month
8.a.	Operator services 911 service (data entry; database maintenance)	No charge	
8.b.	Directory assistance	Per separate contract; branding available Directory transport per section 1.e. above	
8.c.	Operator call completion	Per separate contract; branding available	
9.a.	White pages and Yellow Pages (business only) directory listings	$5.00 per primary listing per number	No charge
9.b.	Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to CLEC per separate arrangement	

[4] In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, BA may levy upon a purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

[5] These non-recurring rates shall apply only if BA is required to dispatch a technician to the premises to effect a NID-to-NID access. The rates set forth in 4.c.1 shall apply for NID rearrangements.

	BA Service	**Non-recurring**	**Recurring**
9.c.	Additional listings, changes to listings, non-listed, non-published, and other extra services	Per tariff [BA-PA PUC 1 sec. 5.B] Illustrative: Additional listing: $12.00 residence; $15.00(1st),$9.00 (additional) business Non-list: $15.00 residence or business Non-published: $15.00 residence or business	Per tariff [BA-PA PUC 1 sec. 5.B] Illustrative: Additional listing: $1.25/mo residence, $2.05/mo business Non-list: $1.25/mo residence or business Non-published: $1.75/mo residence or business
10.	Access to telephone numbers (NXX codes issued per ICCF Code Administration Guidelines)	No charge	

	BA Service	**Non-recurring**	**Recurring**
11.a	SS7 Interconnection	Per interstate [BA FCC 1 sec. 6.9.1.G] and intrastate [BA-PA PUC 302 sec. 6.9.2.C] tariff	Per interstate [BA FCC 1 sec. 6.9.1.L] and intrastate [BA-PA PUC 302 sec. 6.9.2.I] tariff Illustrative: Interstate: STP ports, 900/mo.; STP access, 3.50/mile/mo. Intrastate: STP ports, $932.58/mo.; STP access, $4.00/mile/mo.
11.b	LIDB Interconnection	Per tariff [BA FCC 1 sec. 6.9.1M] Illustrative: Originating point code, $125	Per tariff [BA FCC 1 sec. 6.9.1M] Illustrative: Query validation $.04/query Query transport $.0002/query

	BA Service	**Non-recurring**	**Recurring**
11.c	800/888 data base Interconnection	No separate charge (included in FGD trunk and STP links)	Per interstate [BA FCC 1 sec. 6.9.1.N], and intrastate [BA-PA PUC 302 sec. 6.9.2.J] tariffs Illustrative: Interstate basic query, $.003105/query; vertical feature package, $.000337/query Intrastate basic query, $.003089/query; vertical feature package, $.000327/query
12.a	Interim number portability through co-carrier call forwarding	$5.00/service order $4.00/installation/ number at same location	$1.50/month/porte d number
12.b	Access pass-through to number portability purchaser		In accordance with Section 14.5 of Agreement
13.	Local dialing parity	No charge	

	BA Service	**Non-recurring**	**Recurring**
14.a	Reciprocal call termination Local Traffic delivered to Bell Atlantic Interconnection Point		$.003/mou End Office Termination $.005/mou Tandem Termination Charged in accordance with note 8 below
14.b	Access charges for termination of intrastate and interstate Toll Traffic		Per interstate and intrastate access tariffs (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate)
15.a	Wholesale rates for resale of telecommunications services provided to end users[6]	Percentage discount from retail tariff[7]	
15.b	Resale of retail telecommunications services if PriCellular provides its own operator services.	20.69% discount or discount rate as established by further Commission Order.	

[6] Excludes telecommunications services designed primarily for wholesale, such as switched and special access, and, subject to Section 12 of the Agreement, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and BA in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to BA for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to BA.

[7] Pending establishment of mechanized billing procedures adapted to resale, the Parties will agree upon a composite "bottom-of-the-bill" discount that reflects the discounts and exclusions identified herein, and such other adjustments as the Parties agree.

	BA Service	**Non-recurring**	**Recurring**
15.c	Resale of retail telecommunications services if PriCellular uses BA operator services.	18.43% discount or discount rate as established by further Commission Order.	
15.d	Pennsylvania Gross Receipts Tax Discount	Discount as per BA-PA PUC 1 sec. 1.8.1 tariff.	
16.a	Access to Pre-Ordering OSS		$.27/Query
16.b	Access to Ordering OSS		$4.51/Transaction
16.c	Access to Provisioning OSS		Included in Ordering
16.d	Access to Maintenance & Repair OSS ECG Access EB/OSI Access		 $.27/Query $1.24/Trouble Ticket
16.e.1	Access to Billing OSS; CD-ROM		$263.31/CD-ROM/ Month
16.e.2	Access to Billing OSS; Daily Usage File Existing Message Recording		$.000276/Message
16.e.3	Access to Billing OSS; Daily Usage File Delivery Data Tape Network Data Mover CMDS	 $65.53/Programming Hour Not Applicable $65.53/Programming Hour	 $18.34/Tape $.000101/Message $.000101/Message
16.e.4	Access to Billing OSS; Daily Usage File Transport 9.6 kb Communications Port 56 kb Communications Port 256 kb Communications Port T1 Communications Port Line Installation Port Set-up	 $7,937.53/Port $32,848.96/Port $54,682.85/Port $195,124.18/Port $65.53/Programming Hour/Port $10.52/Port	 $10.94/Month $30.19/Month $30.19/Month $383.48/Month

	BA Service	**Non-recurring**	**Recurring**
	Network Control Programming Coding	$65.53/Programming Hour/Port	
17	Customized Routing		
	To Reseller Platform	$4.11/Line	$.18/Line/Month
	To BA Platform for Re-Branding	$4.11/Line	$.08890/Call
	Customized Routing Transport	See Sections 1 & 5 above.	See Sections 1 & 5 above.
18	Network Element Recombination Service	TBD	TBD

B. PriCellular Services, Facilities, and Arrangements:

	PriCellular Service	Non-recurring	Recurring
1.a.	Interim Number Portability through co-carrier call forwarding Number portability	$5.00/service order $4.00/installation/ number at same location	1.50/month/ported number
1.b	Access pass-through to number portability purchaser		In accordance with sec. 14.5 of Agreement
2.	Local dialing parity	No charge	
3.a	Reciprocal call termination Local Traffic delivered to PriCellular Interconnection Point		Calculated in accordance with note 8 below
3.b	Access charges for termination of intrastate and interstate Toll Traffic		Per PriCellular interstate and intrastate access rates (charged in conjunction with Local Traffic, using PLU and PIU, as appropriate)
4.	All other PriCellular services available to BA for purposes of effectuating local exchange competition	Available at PriCellular tariffed or otherwise generally available rates, not to exceed BA rates for equivalent services available to PriCellular	
5.	Other Services Information Service Billing Fee	No Charge	$.03 per call

8 **LOCAL TRAFFIC TERMINATION RATES**

A. Charges by BA

(a) Traffic delivered to BA Local Serving Wire Center ("LSWC") or BA Tandem: $.005 per mou

(b) Traffic delivered directly to terminating BA End Office: $.003 per mou

B. Charges by PriCellular

1. Single-tiered interconnection structure:

PriCellular's rate for the termination of BA's Local Traffic from a BA Tandem under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rate is as follows:

LSWC/Access Tandem Minutes = Total minutes of use of Local Traffic delivered by PriCellular to the BA LSWC or BA Tandem for most recent billed quarter.

End Office Minutes = Total minutes of use Local Traffic delivered by PriCellular directly to the terminating BA End Office for most recent billed quarter.

Total Minutes = Total minutes of use of Local Traffic delivered by PriCellular to BA for most recent billed quarter.

PriCellular Charge at the PriCellular-IP =

$$\frac{(\textit{LSWC/Tandem Minutes} \times \$.005) + (\textit{End Office Minutes} \times \$.003)}{\textit{Total Minutes}}$$

For the first year after the Effective Date, the PriCellular charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date or, if no such data is available, at the average rate of $.004 per mou.

2. Multiple-tiered interconnection structure (if provided pursuant to subsection 4.1.4 of the Agreement or offered by PriCellular to any carrier):

(a) Local Traffic delivered to PriCellular LSWC or PriCellular Tandem: $.005 per mou

(b) Local Traffic delivered to terminating PriCellular End Office/node: $.003 per mou

C. Miscellaneous Notes

1. In the event a Party desires to deliver Local Traffic to a LSWC (i) that is not located within 25 miles of the Tandem Office to which it is subtended, or (ii) where the Tandem Office that it subtends is not located within 25 miles of the Tandem Office that is subtended by the terminating End Office, or (iii) that is not located within 25 miles of the Tandem Office that is subtended by the terminating End Office, then such Party shall (x) in addition to paying the LSWC/Tandem termination rate described above, purchase the necessary facilities from the terminating Party to transport such Traffic to a Tandem that is not subject to any of conditions (i), (ii), or (iii) above, (y) purchase such other service(s) as the terminating Party may offer under applicable tariff to remedy such condition(s), or (z) enter into a new compensation arrangement as the Parties may agree. Notwithstanding the foregoing, nothing in this Agreement shall obligate BA to provide switching services at a LSWC when it functions as such.

2. In the event the two-tiered rate structure described above is modified pursuant to Applicable Law to a single rate structure, BA and PriCellular (to the extent PriCellular is offering a multiple-tiered interconnection structure) shall each have the right to apply its tariffed switched access transport charges for transporting Local Traffic it receives at its LSWC to the first point of switching in its network in the LATA.

3. The PriCellular termination rate under the single-tiered interconnection structure set forth above is intended by the Parties to be a Local Traffic termination rate for Interconnection to the PriCellular-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by BA to PriCellular under the two-tiered Local Traffic termination rate structure described above. Under this single-tiered interconnection structure, the PriCellular termination rate for Local Traffic is also intended to provide financial incentives to PriCellular to deliver traffic directly to BA's terminating End Offices once PriCellular's traffic volumes reach an appropriate threshold. The Parties agree that the Reciprocal Compensation rate(s) set forth herein recover a reasonable approximation of each Party's additional costs of terminating calls that originate on the network facilities of the other Party

EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. October 19, 1992), Paragraph 259 and Footnote 603 or subsequent orders.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element, the telecommunications service(s) to be provided by the requesting Party using the requested Network Element(s), the means of Interconnection, the number or volume requested, the locations, and the date(s) such Network Elements are desired. The requesting Party shall either make a binding commitment to order the Network Elements requested in the quantity and within the time frame requested or to pay the requested Party the costs of processing the Requests.

3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty (30) days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the requested Network Element upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the requested Network Element must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the requested Network Element, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request quote, the requesting Party must either confirm its order for the requested Network Element pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

FIRST AMENDMENT TO INTERCONNECTION AGREEMENT

This First Amendment to Interconnection Agreement ("First Amendment"), dated as of January 13, 1999, between Amro Cellular Corporation, d/b/a CellularOne of Fayette and Greene Counties (trading in PA RSA9, hereinafter referred to as "PriCellular"), a Delaware corporation with offices at 1150 Connecticut Avenue N.W., Suite 1100, Washington, D.C. 20036, and Bell Atlantic - Pennsylvania, Inc. ("BA"; each of PriCellular and BA individually being a "Party" and, collectively, the "Parties"), a Pennsylvania corporation with offices at 1717 Arch Street, 32nd Floor, Philadelphia, Pennsylvania 19103, amends the Interconnection Agreement between such Parties, dated as of December 13, 1998 (the "Interconnection Agreement"), as set forth below.

RECITALS

WHEREAS, the Parties wish to amend the Interconnection Agreement to provide for a revised Exhibit A thereto to reflect the Opinion and Order of the Pennsylvania Public Utility Commission, entered December 21, 1998 regarding the Interconnection Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment. The Parties amend the Interconnection Agreement as follows:

(a) Exhibit A to the Interconnection Agreement is hereby deleted in its entirety and replaced with the revised Exhibit A attached hereto.

2. Limitation of Amendment. The amendment set forth in Section 1 hereof shall be limited precisely as written and shall not be deemed to:

(a) be an amendment to or waiver of any other term or condition of the Interconnection Agreement; or

(b) prejudice any right or remedy that either Party may now have or may have in the future under or in connection with the Interconnection Agreement.

3. Ratification. This First Amendment shall be construed in connection with and as part of the Interconnection Agreement and all terms, conditions, representations, warranties, covenants and agreements set forth in the Interconnection Agreement, except as herein amended, are hereby ratified and confirmed and shall remain in full force and effect.

4. Counterparts and Effectiveness. This First Amendment may be executed in counterparts and such counterparts taken together shall be deemed to constitute one and the same instrument. This First Amendment shall become effective as of the date hereof upon the execution of a copy hereof by both Parties.

5. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA (WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW).

6. Headings. Section headings in this First Amendment are included herein for convenience of reference only and shall not constitute a part of this First Amendment for any other purpose.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

AMRO CELLULAR CORP.	BELL ATLANTIC – PENNSYLVANIA, INC.
By: _____	By: _____
Printed: Stephen J Easley	Printed: Jeffrey A. Masoner
Title: Vicepresident	Title: Vice-President - Interconnection Services Policy & Planning

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

AMRO CELLULAR CORP.	BELL ATLANTIC – PENNSYLVANIA, INC.
By:_____	By: Jeffrey A. Masoner
Printed:_____	Printed: Jeffrey A. Masoner
Title:_____	Title: Vice-President - Interconnection Services Policy & Planning

EXHIBIT A

BELL ATLANTIC - PENNSYLVANIA, INC.

DETAILED SCHEDULE OF ITEMIZED CHARGES

A. BA SERVICES, FACILITIES, AND ARRANGEMENTS:[1]

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
I. Local Call Termination[2]		
Traffic Delivered at BA End Office	$.001864/MOU	Not Applicable
Traffic Delivered at BA Tandem	$.002902/MOU	Not Applicable

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[1] Unless a citation is provided to a generally applicable BA tariff, all listed rates and services are available only to Pricellular when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Local Traffic and local Ancillary Traffic. BA rates and services for use by Pricellular in the carriage of Toll Traffic shall be subject to BA's tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by BA.

As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Exhibit A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction. At such time(s) as such new rates have been approved or allowed into effect by the Commission, the Parties shall amend Exhibit A to reflect the new approved rates.

[2] See note 6 regarding measurement and calculation of local traffic termination charges.

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
II. Unbundled Transport		
A. Dedicated Transport		
Voice Grade/DS-0	$10.37/Month & $.03/Mile/Month	Voice Grade/DS-0, DS-1, DS-3 & DDS: $1.05/Service Order, $353.70/Initial Facility & $24.00/Additional Facility (if purchased when initial facility ordered)
DS-1	$37.66/Month & $.66/Mile/Month	
DS-3	$526.72/Month & $18.66/Mile/Month	
DDS	$10.74/Month & $.04/Mile /Month	
B. Common Transport		
Tandem Switching	$.000836/MOU	Not Applicable
Transport Fixed	$.000152/MOU	Not Applicable
Transport Per Mile	$.000004/MOU	Not Applicable

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
II. Unbundled Transport (Continued)		
C. Entrance Facilities		
		All: $1.05/Service Order plus installation charges for each initial and additional facility purchased at the time of order:
2Wire Voice Grade Channel Termination	$16.78/Month	$497.06/Initial & $289.47/Additional
4Wire Voice Grade Channel Termination	$33.76/Month	$498.73/Initial & $290.02/Additional
DS-1 to Voice Grade Multiplexing	$77.83/Month	$548.06/Initial & $548.06/Additional
DS-1 Channel Termination	$180.59/Month	$668.37/Initial & $331.87/Additional
DS-3 to DS-1 Multiplexing	$257.61/Month	$548.06/Initial & $548.06/Additional
DS-3 Channel Termination	$1059.65/Month	$668.37/Initial & $331.87/Additional
D. Digital Cross-Connect System		
Service Establishment	Not Applicable	$1890.82
Database Modification	Not Applicable	$148.68/Modification Request
Reconfiguration by BA personnel	Not Applicable	$31.98 Programming Charge/Half Hour
DS-0 Cross-Connect	$20.54/Port/Month	$26.17/Port
DS-1 Cross-Connect	$71.92/Port/Month	$32.71/Port

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
II. Unbundled Transport (Continued)		
E. Mid-span meet arrangements	To be charged in accordance with the requirements of Section 4.3 of the Agreement	
F. Tandem Transit arrangements for Local Traffic between Pricellular and carriers other than Bell Atlantic that subtend a Bell Atlantic Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies; Separate trunks required for IXC subtending trunks)		Separate trunks required for IXC subtending trunks
Tandem Switching	$.000836/MOU	Per Section II. above and V., as applicable
Switched Transport	$.000152/MOU $.000004/MOU/Mile	
III. Unbundled Switching[3]		
A. Local Switching Ports		
POTS/PBX/Centrex	$2.67/Port/Month	$1.05/Service Order Per Port: $2.97/Installation $1.32/Disconnect
ISDN (BRI)	$10.28/Port/Month	$1.05/Service Order Per Port: $2.97/Installation $1.32/Disconnect
ISDN (PRI)	$135.13/Port/Month	$1.05/Service Order Per Port: $113.36/Installation $1.32/Disconnect
Public/Semi-Public	$3.52/Port/Month	$1.05/Service Order Per Port: $2.97/Installation $1.32/Disconnect

[3] In addition to the recurring and non-recurring rates set forth herein for unbundled switching elements, BA may levy upon purchaser of such elements any access charges (or portion thereof) permitted by Applicable Laws.

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
DID	$5.98/Port/Month	$1.05/ Service Order Per Port: $692.07/Installation $1.32/Disconnect
B. Tandem Switching Usage	$.0008360/MOU	Not Applicable
C. Local Switching Usage		
Originating With Vertical Features	$.011067/MOU	Not Applicable
Terminating With Vertical Features	$.006143/MOU	Not Applicable

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
IV. Unbundled Loops		
POTS (Analog 2-Wire)	Density Cell: 1 - $11.52/Month 2 - $12.71/Month 3 - $16.12/Month 4 - $23.11/Month	Service Order: $1.05 Installation: If premises visit not required - $2.97 initial and each additional loop; Not Applicable if existing loop & port together If premises visit required - $66.85, initial loop; $22.59, additional loop Disconnect: $1.32 per loop
ISDN	Density Cell: 1 - $13.16/Month 2 - $14.35/Month 3 - $17.75/Month 4 - $24.74/Month	Service Order: $1.05 Installation: If premises visit not required - $12.91 initial and each additional loop; Not Applicable if existing loop & port together If premises visit required - $76.78, initial loop; $32.52, additional loop Disconnect: $1.32 per loop

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
IV. Unbundled Loops (Continued) Customer Specified Signaling - 2 Wire	Density Cell: 1 - $11.52/Month 2 - $12.71/Month 3 - $16.12/Month 4 - $23.11/Month	Service Order: $1.05 Installation: If premises visit not required - $2.97 initial and each additional loop; Not Applicable if existing loop & port together If premises visit required - $66.85, initial loop; $22.59, additional loop Disconnect: $1.32 per loop Coordinated Cutover: If premises visit not required - $3.24 per order If premises visit required - $12.10 per order Designed Circuit: $40.93 per order

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
IV. Unbundled Loops (Continued) Customer Specified Signaling - 4 Wire	Density Cell: 1 - $22.40/Month 2 - $26.36/Month 3 - $33.03/Month 4 - $45.47/Month	Service Order: $1.05 Installation: If premises visit not required - $2.97 initial and each additional loop; Not Applicable if existing loop & port together If premises visit required - $66.85, initial loop; $22.59, additional loop Disconnect: $1.32 per loop Coordinated Cutover: If premises visit not required - $3.24 per order If premises visit required - $12.10 per order Designed Circuit: $40.93 per order

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
IV. Unbundled Loops (Continued)		
DS1	Density Cell: 1 - $132.51/Month 2 - $139.37/Month 3 - $168.59/Month 4 - $252.46/Month	Service Order: $1.05 Installation: If premises visit not required - $2.97 initial and each additional loop; Not Applicable if existing loop & port together If premises visit required - $66.85, initial loop; $22.59, additional loop Disconnect: $1.32 per loop Coordinated Cutover: If premises visit not required - $3.24 per order If premises visit required - $12.10 per order Designed Circuit: $40.93 per order
2 Wire ADSL Loops	TBD	TBD
2 Wire & 4 Wire HDSL Loops	TBD	TBD
Distance Extensions for various ULL types for distances exceeding transmission characteristics in applicable technical references.	TBD	TBD
V. Collocation Cross-Connection		
A. Voice Grade Loop		
Physical DS0 CO side to equipment	$.41/Month	Not Applicable
Virtual DS0 with RFT CO side MDF to equipment	$1.20/Month	Not Applicable

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
Virtual DS1 with EDSX (1DS1 + 24 DS0's with IDLC)	$60.21/Month	Both: $1.05/Service Order $544.36/Initial Installation & $210.46/Additional Installations
Virtual DS1 with CFA (24DS0s with IDLA)	$44.08/Month	

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
V. Collocation Cross-Connection (Continued)		
B. Other		
Physical DS3	$84.27/Month	All: $1.05/Service Order $481.36/Initial Installation & $194.71/Additional Installations
Physical DS1	$15.72/Month	
Virtual DS3	$88.81/Month	
Virtual DS1	$16.12/Month	
VI. Time and Materials		
Special Construction	As applicable per BA-PA PUC 1 sec. 9	
Service Technician (service work on unbundled loops outside of the Central Office)	Not Applicable	$1.05/Service Order $26.24/Premises Visit $12.10 Labor Charge/ Quarter Hour After First Quarter Hour
Central Office Technician	Not Applicable	$1.05/Service Order $10.42 Labor Charge/ Quarter Hour or Fraction Thereof
VII. Signaling and Databases		
A. STP Port		
Termination	$640.02/Month	$94.15/Port
SS7 Link	$.46/Mile/Month	$1.05/Service Order $274.06/Initial Installation $24.00/Additional Installation $1.32/Disconnect
B. 800/888 Database		
Basic Query	$.000835/Query	Not Applicable
Vertical Query	$.000343/Query	Not Applicable

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
VII. Signaling and Databases (Continued)		
C. LIDB Validation		
LIDB Point Codes	Not Applicable	$85.84/Point Code
Calling Card	$.015542/Query	Not Applicable
Billed Number Screening	$.015542/Query	Not Applicable
Storage of Pricellular's Data in LIDB Database	Not Applicable	$1,469.92 Service Establishment
D. AIN Service Creation (ASC) Service		
1. Developmental Charges		
Service Establishment	Not Applicable	$884.08
Service Creation Access Port	$123.86/Port/Month	Not Applicable
Service Creation Usage		
a. Remote Access	$1,328.47/Day	Not Applicable
b. On-Premise	$1,328.47/Day	Not Applicable
Certification & Testing	$76.99/Hour	Not Applicable
Help Desk Support	$81.48/Hour	Not Applicable
2. Service Charges		
Subscription Charge	$5.44/Month	Not Applicable
Database Queries		
a. Network Query	$.0007/Query	Not Applicable
b. Pricellular Network Query	$.0007/Query	Not Applicable
c. Pricellular Switch Query	$.0007/Query	Not Applicable
Trigger Charge		
a. Line Based	$.0010/Query	Not Applicable
b. Office Based	$.0010/Query	Not Applicable
Utilization Element	$.0003/Query	Not Applicable
Service Activation Charge		
a. Network Service Activation	Not Applicable	$8.37/Service Activated/Line
b. Pricellular Network Service Activation	Not Applicable	$8.37/Service Activated/Line
c. Pricellular Switch Service Activation	Not Applicable	$8.37/Service Activated/Line

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
D. AIN Service Creation (ASC) Service (Continued)		
Service Modification		
DTMF Update	$.1080/Occurrence	Not Applicable
Switch Based Announcement	$.005/Announcement	Not Applicable
VIII. Directory Listings & Books		
Primary Listing (on initial UNE service order). For each residence telephone number, two (2) listings in the White Page directory are provided. For each business telephone number listed (except numbers of Centrex or Centrex-like services or indialing service station lines) one (1) listing is provided in the White Page Directory and one (1) listing in the Yellow Page directory of the type provided to BA-PA end user business customers for which no specific charge applies.	Not Applicable	Not Applicable
Other Tariffed Listing Services (For listings ordered in excess of the primary listings provided or other listing types, or listings ordered at a time other than initial UNE service order, or listings ordered not associated with a UNE service order.)	Retail rates less wholesale discount. For retail rates see BA-PA tariff No. 1 sec. 5.B.	
Books & delivery (annual home area directories only)	No charge for normal numbers of books delivered to end users; bulk deliveries to Pricellular per separate arrangement	

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
IX. Operator Services/Directory Assistance		
Direct Access	$.0342/Query	$32,135.28/Link & $15,206.81 Service Establishment
Directory Assistance	$.3664/Call	Not Applicable
Directory Transport		
Tandem Switching	$.000730/Call	Not Applicable
Tandem Switched Transport	$.000132/Call & $.000003/Mile/Call	Not Applicable
Operator Services - Live	$.01280/Operator Work Second	Not Applicable
Operator Services - Automated	$.00158/Automated Work Second	Not Applicable
Branding for Directory Assistance and/or Operator Services	Not Applicable	$1,358.62/Message
Carrier-to-Carrier LSV/VCI Requests	$.01280/Operator Work Second	Not Applicable

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
X. Access to Operation Support Systems		
A. Pre-Ordering	$.22/Query	Not Applicable
B. Ordering	$3.34/Transaction	Not Applicable
C. Provisioning	Included in Ordering	Not Applicable
D. Maintenance & Repair		
1. ECG Access	$.22/Query	Not Applicable
2. EB/OSI Access	$1.16/Trouble Ticket	Not Applicable
E. Billing		
1. CD-ROM	$246.59/CD-ROM	Not Applicable
2. Daily Usage File		
a. Existing Message Recording	$.000258/Message	Not Applicable
b. Delivery of DUF		
Data Tape	$17.18/Tape	$61.39/Programming Hour
Network Data Mover	$.000094/Message	Not Applicable
CMDS	$.000094/Message	$61.39/Programming Hour
c. DUF Transport		
9.6 kb Communications Port	$10.24/Month	$7,437.36/Port
56 kb Communications Port	$28.29/Month	$30,778.91/Port
256 kb Communications Port	$28.29/Month	$51,236.88/Port
T1 Communications Port	$359.31/Month	$182,827.99/Port
Line Installation	Not Applicable	$61.39/Programming Hour/Port
Port Set-up	Not Applicable	$9.85/Port
Network Control Programming Coding	Not Applicable	$61.39/Programming Hour/Port
XI. Exchange Access Service		
Interstate	Per BA-FCC tariff number 1	
Intrastate	Per BA-PA tariff number 302	

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
XII. Number Portability		
Interim (using RCF)	$1.50/Month/Ported Number	$5.00/Service Order $4.00/Installation/No. at same location
Permanent	Per permanent funding mechanism when established.	
Access pass-through to number portability purchaser	In accordance with Section 14.5 of Agreement	
XIII. 911/E911		
Transport	Per section II above.	
Data Entry and Maintenance	No Charge	
XIV. Poles Conduits & ROW	Per contract rates pursuant to 47 U.S.C. sec. 224 Illustrative: Duct: $5.45/Foot/Year Pole: $3.98/Attachment/Year	
XV. Network Interface Device (NID)	$.68/Month	Not Applicable
XVI. Access to Telephone Numbers (NXX codes issued per ICCF Code Administration Guidelines)	No Charge	
XVII. Local Dialing Parity	No Charge	
XVIII. Customized Routing		
To Reseller Platform	$.142360/Line/Month	$3.84/Line
To BA Platform for Re-Branding	$.08330/Call	$3.84/Line
Customized Routing Transport	Per section II above.	

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:

XIX. Wholesale Discount for Resale of Retail Telecommunications Services[4]

Resale of retail services if Pricellular provides own operator services platform	20.69%	
Resale of retail services if Pricellular uses Bell Atlantic operator services platform	18.43%	
Pennsylvania Gross Receipts Tax Discount	Discount as per BA-PA PUC 1 sec. 1.8.1 tariff.	

[4] Excludes telecommunications services designed primarily for wholesale, such as switched and special exchange access service, and, subject to Section 12 of the Agreement, the following additional arrangements that are not subject to resale: limited duration (90 days or less) promotional offerings, public coin telephone service, and technical and market trials. Taxes shall be collected and remitted by the reseller and BA in accordance with legal requirements and as agreed between the Parties. Surcharges (e.g., 911, telecommunications relay service, universal service fund) shall be collected by the reseller and either remitted to the recipient agency or NECA, or passed through to BA for remittance to the recipient agency or NECA, as appropriate and agreed between the Parties. End user common line charges shall be collected by the reseller and remitted to BA.

Pending establishment of mechanized billing procedures adapted to resale, BA will apply the wholesale discount for resale as a "bottom-of-the-bill" discount rate and will utilize a "true-up" process to correct possible inadvertent application of the wholesale discount to the exclusions identified herein and to reflect other adjustments as the Companies agree.

B. Pricellular SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
I. Local Call Termination[5]		
Traffic Delivered at End Office	$.001864/MOU	Not Applicable
Traffic Delivered at Tandem	$.002902/MOU	Not Applicable
II. Number Portability		
Interim	$1.50/Month/Ported Number	$5.00/Service Order $4.00/Installation/No. at same location
Permanent	Per permanent funding mechanism when established.	
Access pass-through to number portability purchaser	In accordance with Section 14.5 of Agreement	
III. Exchange Access Service		
Interstate	Per Pricellular FCC exchange access tariff.	
Intrastate	Per Pricellular PA tariff exchange access tariff.	
IV. Local Dialing Parity	No Charge	
V. All Other Pricellular Services Available to BA for Purposes of Effectuating Local Exchange Competition	Available at Pricellular's tariffed or otherwise generally available rates, not to exceed BA rates for equivalent services available to Pricellular.	
VI. Other Services **Information Service Billing Fee**	$.03/Call	No Charge

[5] See note 6 regarding measurement and calculation of local traffic termination charges.

6 LOCAL TRAFFIC TERMINATION RATES

A. Charges by BA

(a) Traffic delivered to BA Access Tandem: $.002902 per mou.

(b) Traffic delivered directly to terminating BA End Office: $.001864 per mou.

B. Charges by Pricellular

1. Single-tiered interconnection structure:

Pricellular's rates for the termination of BA's Local Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

Access Tandem Minutes = Total minutes of use of Local Traffic delivered by Pricellular to BA Access Tandem for most recent billed quarter.

End Office Minutes = Total minutes of use Local Traffic delivered by Pricellular directly to the terminating BA End Office for most recent billed quarter.

Total Minutes = Total minutes of use of Local Traffic delivered by Pricellular to BA for most recent billed quarter.

Pricellular Charge at the Pricellular-IP =

$$\frac{(\textit{Access Tandem Minutes} \times \$.002902) + (\textit{End Office Minutes} \times \$.001864)}{\textit{Total Minutes}}$$

For the first year after the Effective Date, the Pricellular charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date, or if no such traffic exists, on the proportion of local call termination trunks to BA End Offices and to BA Access Tandems.

2. Multiple-tiered interconnection structure (if offered by Pricellular to any carrier)

(a) Local Traffic delivered to Pricellular Access Tandem: $.002902

(b) Local Traffic delivered to terminating Pricellular End Office/node: $.001864

C. Miscellaneous Notes

1. The Pricellular termination rate under the single-tiered interconnection structure set forth above is intended to be a Local Traffic termination rate for Interconnection to the Pricellular-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by BA to Pricellular under the two-tiered Local Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date. The single Pricellular termination rate is also intended to provide financial incentives to Pricellular to deliver traffic directly to BA's terminating End Offices once Pricellular's traffic volumes reach an appropriate threshold.

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC.
F/K/A BELL ATLANTIC – PENNSYLVANIA, INC.

and

ACC OF PENNSYLVANIA LLC
F/K/A AMRO CELLULAR CORPORATION,

FOR PENNSYLVANIA

This Amendment No. 2 (this "Amendment") is effective June 14, 2001 ("Amendment Effective Date"), by and between Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc.), a Pennsylvania corporation ("Verizon"), and ACC of Pennsylvania LLC, f/k/a Amro Cellular Corporation, an Ohio corporation ("ACC"). (Verizon and ACC may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and ACC are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act"), which was effective December 3, 1997 (the "Agreement"); and

WHEREAS, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to reciprocal compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

WHEREAS, in accordance with the Order, Verizon has elected to offer an optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in a given state will be subject to compensation at the same rate

applicable to intercarrier compensation for Internet traffic in that state under the terms of the Order; and

WHEREAS, ACC has elected to amend the Agreement to accept the optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act being offered by Verizon;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended as follows:

1.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

1.1.1 Rates.

1.1.1.1 The reciprocal compensation rates that shall apply pursuant to Section 251(b)(5) of the Act and Section 5.6 of the Agreement for the transport and termination of Local Traffic that has been delivered to the terminating Party, shall be the reciprocal compensation rates set out in Attachment 1.

1.1.1.2 The rates provided for in Section 1.1.1.1 above shall replace and apply in lieu of the rates for "Local Call Termination" set out in Exhibit A, Sections A.I and Note 2, and B.I and Note 5, and Note 6 of the Agreement (which Sections and Note are deleted from the Agreement).

1.1.1.3 The reciprocal compensation rates provided for in Section 1.1.1.1 above shall apply in a symmetrical manner.

1.1.1.4 The reciprocal compensation rates (including, but not limited to, per minute of use rates) billed by ACC to Verizon shall not exceed the reciprocal compensation rates (including, but not limited to, per minute of use rates) billed by Verizon to ACC.

1.1.1.5 The rates provided for in Section 1.1.1.1 above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the

Commission pursuant to FCC orders and the FCC Regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

1.1.2 Reciprocal compensation shall not apply to traffic that is not subject to reciprocal compensation under Section 251(b)(5) of the Act.

1.1.3 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.1.4 Local Traffic does not include any Internet Traffic. IntraMTA Traffic does not include any Internet Traffic.

1.1.5 Reciprocal compensation shall not apply to Internet Traffic.

1.1.6 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Order and other applicable FCC orders and FCC Regulations.

1.1.7 The determination of whether traffic is Local Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission).

1.1.8 A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the Order and other applicable FCC orders and FCC Regulations.

2. Termination. If the Order is stayed, vacated or modified, in whole or in part, by the FCC or another governmental entity of competent jurisdiction, each Party shall have the right to terminate this Amendment by written notice to the other Party. The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 2 shall be in addition to and not in limitation of any other provisions of the Agreement (including, but not limited to, Section 28, "Compliance with

Laws; Regulatory Approval") that might apply if the Order is stayed, vacated or modified.

3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement. The dates shown in Attachment 1 are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

ACC of Pennsylvania LLC f/k/a Amro Cellular Corporation,	Verizon Pennsylvania Inc. f/k/a Bell Atlantic Pennsylvania, Inc.
By:_____	By:_____
Printed:_____	Printed: __Jeffrey A. Masoner_____
Title:_____	Title: Vice-President - Interconnection Services Policy & Planning

AMENDMENT NO. 3

to the

INTERCONNECTION AGREEMENT

Between

Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc.

and

American Cellular Corporation

This Amendment No. 3 (the "Amendment") is made by and between Verizon Pennsylvania Inc., f/k/a Bell Atlantic - Pennsylvania, Inc. ("Verizon"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103, and American Cellular Corporation, ("ACC") a Delaware corporation with offices at 14201 Wireless Way, Oklahoma City, Oklahoma 73134, and shall be deemed effective on January 31, 2006 (the "Amendment Effective Date"). Verizon and ACC are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the Commonwealth of Pennsylvania (the "Commonwealth").

WITNESSETH:

WHEREAS, Verizon and ACC are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated December 3, 1997, and as amended by the Parties prior to the date hereof, (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to discontinue application of wholesale discounts to directory listings provided under the Agreement.

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

1. No Directory Listing Services Discount . The Parties agree that the phrase "less wholesale discount", in the second column of Section VIII of Exhibit A to Amendment No. 1, is hereby deleted and that, as of the Amendment Effective Date, notwithstanding any other provision in the Agreement, no wholesale discounts shall apply to directory listing services provided under the Agreement.

2. Conflict Between This Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

5. Scope of This Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment and, except to the extent set forth in Section 1 of this Amendment, the Agreement shall remain in full force and effect in accordance with its terms.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

American Cellular Corporation	**Verizon Pennsylvania Inc.**
By: _____	By: _____
Printed: _____	Printed: Jeffrey A. Masoner
Title: _____	Title: Vice President, Interconnection Services Policy and Planning
Date: _____	Date: _____