

DIVIDER

STATE OF NORTH DAKOTA
INFORMATION TECHNOLOGY DEPARTMENT
SFN 2053 (4-2002)

PU-2537-01-205

WWC Holding Co., Inc./Turtle Mountain Communicatio
Interconnection Agreement

Application

Filed 4/26/2001

01

Closed 6/27/2001

DESCRIPTION

PU-01-196:205, 206, 207, 208

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY | |
|--|---|--|
| <ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. | A. Received by (Please Print Clearly) Rob Ojtesbee B. Date of Delivery | |
| | C. Signature <input checked="" type="checkbox"/> Rob Ojtesbee <input type="checkbox"/> Agent <input type="checkbox"/> Addressee | |
| 1. Article Addressed to: WWE Licensing Co Inc Regulatory Dept 3050 131st Ave Ste Bellevue WA 98006 | D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No | |
| 2. Article Number (Copy from service label) 7000 0520 0022 8655 2752 | 3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. | |
| | 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes | |

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

PU-2537-01-205; PU-2538-01-206

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY | |
|--|---|--|
| <ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. | A. Received by (Please Print Clearly) Kirsten Gundron B. Date of Delivery 7-2-01 | |
| | C. Signature <input checked="" type="checkbox"/> Kirsten Gundron <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee | |
| 1. Article Addressed to: Kenneth Carlson Jurle Mtn Comm Inc United Telephone Mail Aid Corp PO Box 729 Randolph ND 58249-0729 | D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No | |
| 2. Article Number (Copy from service label) 7000 0520 0022 8655 2769 | 3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. | |
| | 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes | |

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

PU-2537-01-205; PU-2538-01-206

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY | | | | | | | | |
|--|---|--|---------------------------------------|---|--|---|--|---|--|
| <ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">A. Received by (Please Print Clearly) <i>Kirsten Gundon</i></td> <td style="width: 50%;">B. Date of Delivery <i>5-17-01</i></td> </tr> <tr> <td colspan="2">C. Signature <i>X Kirsten Gundon</i></td> </tr> <tr> <td colspan="2"> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee </td> </tr> <tr> <td colspan="2">D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</td> </tr> </table> | A. Received by (Please Print Clearly) <i>Kirsten Gundon</i> | B. Date of Delivery <i>5-17-01</i> | C. Signature <i>X Kirsten Gundon</i> | | <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee | | D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No | |
| A. Received by (Please Print Clearly) <i>Kirsten Gundon</i> | B. Date of Delivery <i>5-17-01</i> | | | | | | | | |
| C. Signature <i>X Kirsten Gundon</i> | | | | | | | | | |
| <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee | | | | | | | | | |
| D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No | | | | | | | | | |
| 1. Article Addressed to: <i>Kenneth Carlson Justice Mtn Comm United Telephone PO Box 729 Langdon WA 58249-0729</i> | 3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. | | | | | | | | |
| 2. Article Number (Copy from service label) <i>7000 0520 0022 8655 3933</i> | 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes | | | | | | | | |

PS Form 3811, July 1999
Domestic Return Receipt
102595-99-M-1789

PU-01-196; 205; 206; 207; 208

| SENDER: COMPLETE THIS SECTION | COMPLETE THIS SECTION ON DELIVERY | | | | | | | | |
|--|---|--|---------------------|--------------------------------------|--|---|--|---|--|
| <ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">A. Received by (Please Print Clearly) <i>D. P. KERR</i></td> <td style="width: 50%;">B. Date of Delivery</td> </tr> <tr> <td colspan="2">C. Signature <i>X [Signature]</i></td> </tr> <tr> <td colspan="2"> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee </td> </tr> <tr> <td colspan="2">D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</td> </tr> </table> | A. Received by (Please Print Clearly) <i>D. P. KERR</i> | B. Date of Delivery | C. Signature <i>X [Signature]</i> | | <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee | | D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No | |
| A. Received by (Please Print Clearly) <i>D. P. KERR</i> | B. Date of Delivery | | | | | | | | |
| C. Signature <i>X [Signature]</i> | | | | | | | | | |
| <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee | | | | | | | | | |
| D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No | | | | | | | | | |
| 1. Article Addressed to: <i>WEC Holding Co. Regulatory Dept 3650 131st Ave SE Bellevue WA 98006</i> | 3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. | | | | | | | | |
| 2. Article Number (Copy from service label) <i>7000 0520 0022 8655 3940</i> | 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes | | | | | | | | |

PS Form 3811, July 1999
Domestic Return Receipt
102595-99-M-1789

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Friday, July 06, 2001 10:52 AM
To: Geiger, Gloria A.; Scott, Sandi L.
Subject: Money Received.....

Case No. PU-2528-01-162
Reservation Telephone Cooperative (Pringle & Herigstad)
\$80.78

Case No. PU-2539-01-207
Midstate Communications (Pringle & Herigstad)
\$50.08

Case No. PU-2540-01-208
Midstate Telephone Company (Pringle & Herigstad)
\$50.08

Case No. PU-2538-01-206
United Telephone Mutual Aid Corporation (Pringle & Herigstad)
\$50.08

Case No. PU-2537-01-205
Turtle Mountain Communications Inc (Pringle & Herigstad)
\$50.09

Case No. PU-2536-01-196
BEK Communications Cooperative (Pringle & Herigstad)
\$50.09

- | | |
|---|---|
| <p>13 PU-2528-01-162 Pages: 0</p> <p>\$8078 received by Reservation Telephone Cooperative 07/09/2001 CC: Comm Legal Illona Jerry .</p> | <p>11 PU-2538-01-206 Pages: 0</p> <p>\$50.08 received by United Telephone Mut Aid Corp 07/09/2001 CC: Comm Legal Illona Jerry .</p> |
| <p>12 PU-2539-01-207 Pages: 0</p> <p>\$50.08 received by Midstate Communications, Inc. 07/09/2001 CC: Comm Legal Illona Jerry .</p> | <p>11 PU-2537-01-205 Pages: 0</p> <p>\$50.09 received by Turtle Mountain Communications, Inc. 07/09/2001 CC: Comm Legal Illona Jerry .</p> |
| <p>12 PU-2540-01-208 Pages: 0</p> <p>\$50.08 received by Midstate Telephone Co. 07/09/2001 CC: Comm Legal Illona Jerry .</p> | <p>11 PU-2536-01-196 Pages: 0</p> <p>\$50.09 received by BEK Communications Cooperative 07/09/2001 CC: Comm Legal Illona Jerry .</p> |

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

WWC Holding Co., Inc./Turtle Mountain
Communications, Inc.
Interconnection Agreement
Application

Case No. PU-2537-01-205

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **28th day of June, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **three** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Order Approving Interconnection Agreement

The envelopes were addressed as follows:

Michael Bosh
Pringle & Herigstad
P O Box 1000
Minot ND 58702-1000

Kenneth Carlson
Turtle Mountain Communications Inc
United Telephone Mutual Aid Corp
P O Box 729
Langdon ND 58249-0729

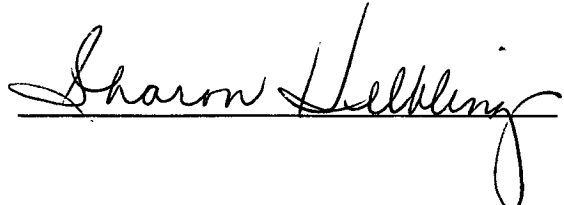
Cert. No. 7000 0520 0022 8655 2745

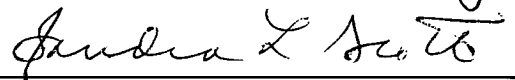
Cert. No. 7000 0520 0022 8655 2769

WWC Holding Co Inc
Regulatory Department
3650 131st Ave SE
Bellevue WA 98006
Cert. No. 7000 0520 0022 8655 2752

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **28th day of June, 2001**.




Notary Public



SEAL

10 PU-2537-01-205

Pages: 1

Affidavit of Service

by Public Service Commission

06/28/2001

CC: Comm Legal Ilona Jerry

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

**WWC Holding Co., Inc./Turtle Mountain
Communications, Inc.
Interconnection Agreement
Application**

Case No. PU-2537-01-205

ORDER APPROVING INTERCONNECTION AGREEMENT

June 27, 2001

On April 26, 2001, Turtle Mountain Communications, Inc. filed an application for approval of a wireless interconnection agreement negotiated with WWC Holding Co., Inc. of Bellevue, WA. This agreement sets forth rates, terms and conditions for wireless interconnection and exchange of traffic.

The agreement was filed under Section 252(e) of the Telecommunications Act of 1996 (Act). The Act requires that any agreement adopted by negotiation or arbitration be submitted for approval to the Commission. Under section 252(e)(2)(A), the Commission may only reject an agreement (or portion thereof) adopted by negotiation if it finds that:

1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253.

On May 9, 2001, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive written comments on the agreement until June 12, 2001. No comments have been received.

The Commission has reviewed the agreement and does not find that it discriminates against a telecommunications carrier that was not a party to the agreement. The Commission finds that implementation of the agreement is not inconsistent with the public interest, convenience and necessity.

Order

The Commission orders:

1. The wireless interconnection agreement negotiated between WWC Holding Co., Inc. and Turtle Mountain Communications, Inc. filed with the Commission on April 26, 2001, is APPROVED.

8

PU-2537-01-205

Pages: 2

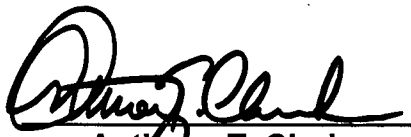
Order Approving Interconnection
Agreement
by Public Service Commission

06/27/2001

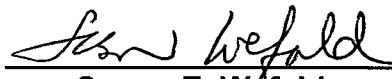
CC: Comm Legal Ilona Jerry

2. The Commission retains continuing jurisdiction over the agreement at all times.
3. Notice of any changes to the agreement must be filed promptly with the Commission.
4. The agreement must not be assigned, assumed or otherwise transferred without the approval of the Commission.

PUBLIC SERVICE COMMISSION



Anthony T. Clark
Commissioner



Susan E. Wefald
President



Leo M. Reinbold
Commissioner

APPROVED

DATE: 6/27/01
[Signature]

MOTION

June 27, 2001

WWC Holding Co., Inc./Turtle Mountain
Communications, Inc.
Interconnection Agreement
Application

Case No. PU-2537-01-205

I move the Commission bill WWC Holding Co., Inc. and Turtle Mountain
Communications, Inc. for costs incurred to date in Case No. PU-2537-01-205,
WWC Holding Co., Inc./Turtle Mountain Communications, Inc., Interconnection
Agreement, Application.



Public Service Commission

State of North Dakota

COMMISSIONERS

Susan E. Wefald, President
Leo M. Reinbold
Anthony T. Clark

Executive Secretary
Jon H. Mielke

600 E Boulevard Ave. Dept. 408
Bismarck, North Dakota 58505-0480
web: www.psc.state.nd.us
e-mail: sab@oracle.psc.state.nd.us
TDD 800-366-6888
Fax 701-328-2410
Phone 701-328-2400

June 27, 2001

Gene DeJordy
WWC Holding Co Inc
3650 131st Ave SE
Bellevue WA 98006

Michael Bosh
Pringle & Herigstad
PO Box 1000
Minot ND 58702-1000

RE: Case No. PU-2537-01-205
WWC Holding Co., Inc./Turtle Mountain Communications, Inc.
Interconnection Agreement
Application

Enclosed is a copy of the statement approved at the June 27, 2001 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2537-01-205.

Under N.D.C.C. 49-21-01.7, these expenses are billed through the Valuation Fund and must be paid for by the telecommunications company involved.

Please make your check payable to the Public Service Commission.

Sincerely,

Gloria Geiger
Admin Staff Officer
701-328-2401

Enc.

c: Kenneth Carlson
Turtle Mountain Communications, Inc
PO Box 729
Langdon ND 58249-0729

Billing Statement

June 27, 2001

WWC Holding Co., Inc./Turtle Mountain
Communications, Inc.
Interconnection Agreement
Application

Case No. PU-2537-01-205

Expenses Incurred to Date:

| | |
|-------------------|----------|
| Advertising Costs | \$100.18 |
|-------------------|----------|

Amount Due:

| | |
|--------------------------------------|---------|
| WWC Holding Co., Inc. | \$50.09 |
| Turtle Mountain Communications, Inc. | \$50.09 |

Send Payment and a Copy of this Statement To:

Public Service Commission
600 E Boulevard Ave Dept 408
Bismarck ND 58505-0480

Federal Tax ID 45-0309764

PLEASE NOTE

In order for the Commission to close its books at the end of the biennium, **WE NEED TO RECEIVE YOUR PAYMENT NO LATER THAN JULY 16, 2001.**

Thank you in advance for your cooperation.

Affidavit of Publication

State of North Dakota)

County of Burleigh)

RECEIVED

JUN - 5 2001

Laune Thiel

, being duly sworn, state as follows:

1. I am the designated agent, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.
2. The newspapers listed on the exhibits published the advertisement of:
WWC Holding, 1 time(s)
as required by law or ordinance.
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Signed: [Signature]

Subscribed and sworn to before me this 29th day of May A.D. 2001

[Signature]

6 **PU-2536-01-196** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.

6 **PU-2537-01-205** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.

6 **PU-2538-01-206** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
06/05/2001 CC: Comm Legal Ilona Jerry .

6 **PU-2539-01-207** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
06/05/2001 CC: Comm Legal Ilona Jerry .

6 **PU-2540-01-208** Pages: 11
Affidavit of Publication
by North Dakota Advertising Service, Inc.
06/05/2001 CC: Comm Legal Ilona Jerry .

NORTH DAKOTA ADVERTISING SERVICE, INC.

1435 Interstate Loop • Bismarck, ND 58501-4058 • PHONE (701) 223-6397 • FAX 223-8185

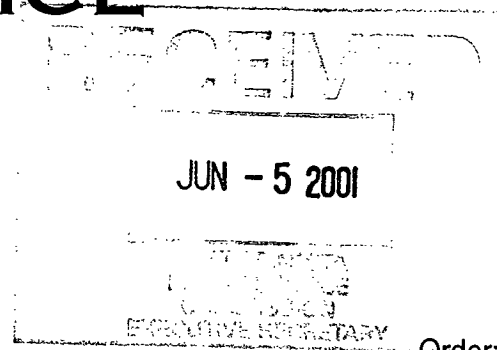
INVOICE

Date: 06/01/2001

Page: 1

To:

JON H. MIELKE
PUBLIC SERVICE COMMISSION
STATE CAPITOL
BISMARCK ND 58505



Client: Public Service Commission

Order: 01053PP3

| Newspaper | Date | Inches | Rate | Amount |
|---------------------------|-----------------------|-------------|------|--------|
| Bismarck Tribune | WWC Holdin 05/16/2001 | 85.00 SPR2 | 0.61 | 51.85 |
| Devils Lake Daily Journal | WWC Holdin 05/16/2001 | 86.00 SPR2 | 0.57 | 49.02 |
| Dickinson Press | WWC Holdin 05/16/2001 | 91.00 SPR2 | 0.52 | 47.32 |
| Fargo, The Forum | WWC Holdin 05/21/2001 | 70.00 SPR2 | 0.73 | 51.10 |
| Grand Forks Herald | WWC Holdin 05/16/2001 | 88.00 SPR2 | 0.61 | 53.68 |
| Jamestown Sun | WWC Holdin 05/15/2001 | 97.00 SPR2 | 0.50 | 48.50 |
| Minot Daily News | WWC Holdin 05/16/2001 | 135.00 SPR2 | 0.42 | 56.70 |
| Valley City Times-Record | WWC Holdin 05/16/2001 | 91.00 SPR2 | 0.52 | 47.32 |
| Wahpeton Daily News | WWC Holdin 05/17/2001 | 91.00 SPR2 | 0.52 | 47.32 |
| Williston Herald | WWC Holdin 05/16/2001 | 89.00 SPR2 | 0.54 | 48.06 |

*** ADVERTISING TOTAL 500.87

*** TOTAL DUE 500.87

6 PU-2536-01-196 Pages: 11

Affidavit of Publication
by North Dakota Advertising Service, Inc.

6 PU-2539-01-207 Pages: 11

Affidavit of Publication
by North Dakota Advertising Service, Inc.

6 PU-2537-01-205 Pages: 11

Affidavit of Publication
by North Dakota Advertising Service, Inc.
06/05/2001 CC: Comm Legal Ilona Jerry

06/05/2001 CC: Comm Legal Ilona Jerry

6 PU-2540-01-208 Pages: 11

Affidavit of Publication
by North Dakota Advertising Service, Inc.
06/05/2001 CC: Comm Legal Ilona Jerry

6 PU-2538-01-206 Pages: 11

Affidavit of Publication
by North Dakota Advertising Service, Inc.
06/05/2001 CC: Comm Legal Ilona Jerry

This invoice is due and payable upon receipt. Unpaid items over 30 days from invoice date are subject to a finance charge. The finance charge is computed by a periodic rate of 1 3/4 percent per month (or a minimum charge of 50 cents for balances of under \$50), which is an annual percentage rate of 21 percent. Total unpaid balance may be paid at any time.

Please pay from this invoice - No statement will be sent. Return duplicate with remittance to North Dakota Advertising Service, Inc.

WWC Holding Co Inc
Regulatory Department
3650 131st Ave SE
Bellevue WA 98006

Cert. No. 7000 0520 0022 8655 3940

Mark Wilhelmi
Midstate Communications Inc
Midstate Telephone Company
P O Box 400
Stanley ND 58784

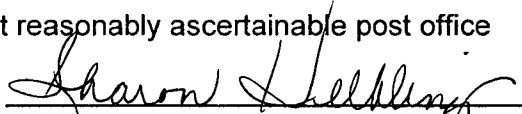
Cert. No. 7000 0520 0022 8655 3957


Sharon Helbling further deposes and says that on the **10th day of May, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, **one** envelope by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

Jerome Tishmack
BEK Communications Cooperative
P O Box 230
Steele ND 58482-0230

Each address shown is the respective addressee's last reasonably ascertainable post office address.

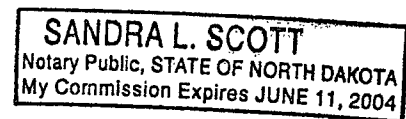
Subscribed and sworn to before me
this **10th day of May, 2001**.





Notary Public

SEAL



STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

**WWC Holding Co., Inc./BEK Communications
Cooperative
Interconnection Agreement Amendment
Application** **Case No. PU-2536-01-196**

**WWC Holding Co., Inc./Turtle Mountain
Communications, Inc.
Interconnection Agreement
Application** **Case No. PU-2537-01-205**

**WWC Holding Co., Inc./United Telephone Mutual
Aid Corporation
Interconnection Agreement
Application** **Case No. PU-2538-01-206**

**WWC Holding Co., Inc./Midstate Communications
Interconnection Agreement
Application** **Case No. PU-2539-01-207**

**WWC Holding Co., Inc./Midstate Telephone
Company
Interconnection Agreement
Application** **Case No. PU-2540-01-208**

AFFIDAVIT OF SERVICE BY ORDINARY MAIL OR E-MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

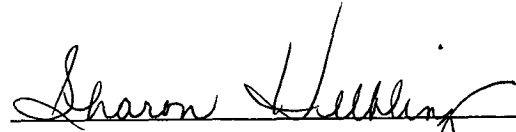
she is over the age of 18 years and not a party to this action and, on the **10th day of May, 2001**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, each containing a photocopy of:

Notice of Opportunity to File Written Comments

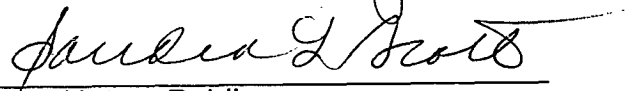
The envelopes were addressed as follows:

See Attached List

Each address shown is the respective addressee's last reasonably ascertainable post office address.

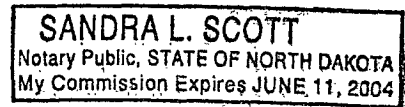


Subscribed and sworn to before me
this **10th day of May, 2001**.



Notary Public

SEAL



wahlgren@rus.usda.gov
Wayne Ahlgren

bberkenpas@eodusa.com
Barb Berkenpas

wbrudvik@ohnstadlaw.com
William Brudvik

Janis Peterson

lisestrom@dwt.com
Lise Strom

mannawiz@pacbell.net
Larry Manna
Compuwiz
1012 Industrial Blvd
South Lake Tahoe CA 96150

hill@nccray.com
Bob Hill
Skyland Technologies

ruth.holder@teligent.com
Ruth Holder

eVulkan Inc
1 River Ct Apt 1408
Jersey City NJ 07310-2006

Local Telcom Holdings LLC
485 Madison Ave 15th Fl
New York NY 10022-5803

nlarsen@nvc.net
Clint Hanson
Accent Communications Inc
235 E 1st Ave
Groton SD 57445

jlchapman@acomminc.com
Jerry Chapman
Acomm Inc
510 1st Ave N Ste 203
Minneapolis MN 55403-0343

John B Glicksman
Adelphia Business Solutions Operations
121 Champion Way
Canonsburg PA 15317

Advanced Telcom Inc
110 Stony Point Rd Ste 200
Santa Rosa CA 95401

Kevin Timpane
Arrival Communications Inc
601 Montgomery St Ste 675
San Francisco CA 94111-2662

smassey@bepec.com
Sheryl Massey
Basin Electric Power Coop
1717 E Interstate Ave
Bismarck ND 58501-0564

jtmgr@bektel.com
Jerome Tishmack
BEK Communications Cooperative
PO Box 230
Steele ND 58482-0230

jtmgr@bekte om
Jerome Tisumack
BEK Communications I Inc
PO Box 230
Steele ND 58482-0230

C12 Inc
200 Galleria Pkwy Ste 1550
Atlanta GA 30339

chamon@connect.com
Carole Hamon
CCCND Inc
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Helbling, Sharon D.

From: Helbling, Sharon D.

Sent: Thursday, May 10, 2001 8:41 AM

To: ndna (E-mail)

Subject: Attached Notice of Opportunity to File Written Comments

Colleen,

Please have the attached Notice of Opportunity to File Written Comments in the next issue of the ten North Dakota daily newspapers, and run it as a "News Item Only" article as well.

Send the bill to the Public Service Commission along with a tear sheet for billing purposes.

If you have any questions, please call me at 328-4076.

Thank you.

Sharon Helbling
Public Utilities Division



1.doc

APPROVED

DATE: 5-9-01
KMF

MOTION

May 9, 2001

**WWC Holding Co., Inc./BEK Communications
Cooperative
Interconnection Agreement
Application**

Case No. PU-2536-01-196

**WWC Holding Co., Inc./Turtle Mountain
Communications, Inc.
Interconnection Agreement
Application**

Case No. PU-2537-01-205

**WWC Holding Co., Inc./United Telephone Mutual
Aid Corporation
Interconnection Agreement
Application**

Case No. PU-2538-01-206

**WWC Holding Co., Inc./Midstate Communications
Interconnection Agreement
Application**

Case No. PU-2539-01-207

**WWC Holding Co., Inc./Midstate Telephone
Company
Interconnection Agreement
Application**

Case No. PU-2540-01-208

I move the Commission issue a Notice of Opportunity to File Written Comments
in the above captioned applications for approval of interconnection agreements.

JRL/sdh

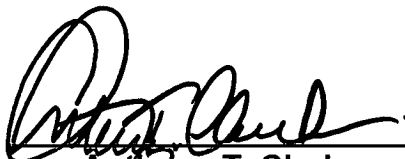
1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

In addition, the Commission may include in its review state requirements that do not constitute barriers to entry under section 253. Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

The Commission will receive written comments on these agreements until June 12, 2001.

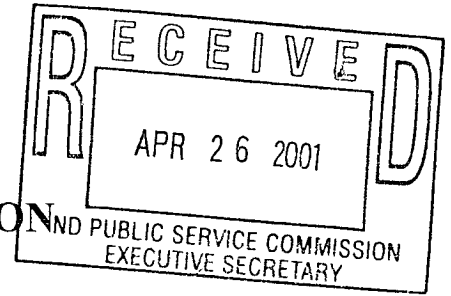
For more information contact the Public Service Commission, State Capitol, Bismarck, North Dakota 58505, 701-328-2400; or Relay North Dakota 1-800-366-6888 TTY. If you require any auxiliary aids or services, such as readers, signers, or Braille materials please notify Jon Mielke, Executive Secretary.

PUBLIC SERVICE COMMISSION


Anthony T. Clark
Commissioner


Susan E. Wefald
President


Leo M. Reinbold
Commissioner



**WIRELESS INTERCONNECTION
AGREEMENT**

BETWEEN

TURTLE MOUNTAIN COMMUNICATIONS

AND

WWC HOLDING CO., INC.

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I. Article I

1. INTRODUCTION

This Interconnection/Compensation Agreement ("Agreement") is effective as of the 1st day of February, 2000 (the "Effective Date"), by and between Turtle Mountain Communications ("TMC") with offices at 411 7th Avenue, Langdon, North Dakota 58249 and WWC Holding Co., Inc. ("WWC") with offices at 3650 131st Avenue SE, Bellevue, WA 98006.

2. RECITALS

WHEREAS, TMC is a Local Exchange Carrier in the State of North Dakota;

WHEREAS, WWC is a Commercial Mobile Radio Service provider operating within the state of North Dakota;

WHEREAS, TMC and WWC exchange calls between their networks and wish to establish Interconnection and Compensation arrangements for these calls;

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, TMC and WWC hereby agree as follows:

II. Article II

1. DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "As Defined in the Act", means as specifically defined by the Act.

1.3 "As Described in the Act" means as described in or required by the Act.

1.4 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent. 47 U.S.C. §153(1).

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

(a) "End Office Switch" is a switch in which the subscriber station loops are terminated for connection to trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an end office switch.

(b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a host office. Local switching capabilities may be resident in a remote end office switch.

(c) "Host Office Switch" is a switch with centralized control over the functions of one or more remote end office switches. A host office switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.

(d) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from host or end offices to and from an interexchange carrier. A tandem office switch can provide host office or end office switching functions as well as the tandem functions.

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

1.6 "Commercial Mobile Radio Services" or "CMRS" means Commercial Mobile Radio Services as defined in 47 CFR part 20.

1.7 "Commission" means the Public Service Commission of North Dakota.

1.8 "Effective Date" means the date first above written.

1.9 "FCC" means the Federal Communications Commission.

1.10 "Interconnection" for purposes of this Agreement is the linking of TMC and WWC networks for the exchange of telecommunications traffic described in this Agreement.

1.11 "Interexchange Carrier" or "IXC" means a carrier that provides or carries, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.

1.12 "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area. 47 U.S.C. §153(21).

1.13 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

1.14 "Local Access and Transport Area" or "LATA" means a contiguous geographic area:

(A) Established before February 8, 1996, by a Bell operating company such that no exchange area includes points within more than 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 February 8, 1996, and approved by the Commission. 47 U.S.C. §153(25)

1.15 "Local Traffic" is defined for all purposes under this Agreement as telecommunications traffic that (a) is originated by a customer of one Party on that Party's network, (b) terminates to a customer of the other Party on the other Party's network within the same Major Trading Area (MTA), and (c) may be handled pursuant to an agreement between the originating Party and a carrier which performs only a transiting function for the originating Party in lieu of a direct connection between the Parties, provided that the customer of WWC is a two-way CMRS customer and receives mobile service on a wireless, mobile basis as described in 47 U.S.C. §153(27). For purposes of determining originating and terminating points of a call on the WWC network under this agreement, the originating or terminating cell site locations will be used as the point of call origination and termination, respectively.

1.16 "Local Exchange Carrier" or "LEC" 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 this title, except to the extent that the Federal Communications Commission finds that such service should be included in the definition of such term. 47 U.S.C. §153(26).

1.17 "Major Trading Area" or "MTA" means the Major Trading Area, as designated by the FCC.

1.18 "Mobile service" means a radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves, and includes (A) both one-way and two-way radio communication services, (B) a mobile service which provides a regularly interacting group of base, mobile, portable, and associated control and relay stations (whether licensed on an individual, cooperative, or multiple basis) for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation, and (C) any service for which a license is required in a personal communications service established pursuant to the FCC proceeding entitled "Amendment to the Commission's Rules to Establish New Personal Communications Services" (GEN Docket No. 90-314; ET Docket No. 92-100), or any successor proceeding. 47 U.S.C. §153(27)

1.19 "Mobile station" means a radio-communication station capable of being moved and which ordinarily does move. 47 U.S.C. §153(28)

1.20 "Non-Local Traffic" - All traffic which is not Local Traffic as defined in Section 1.15 hereof is Non-Local Traffic and will not be subject to Reciprocal Compensation.

1.21 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX.).

1.22 "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.

1.23 "Party" means either TMC or WWC, and "Parties" means TMC and WWC.

1.24 "Reciprocal Compensation" means an arrangement between two carriers in which each receives the same compensation from the other carrier for the transport and termination on each carrier's network of Local Traffic, as defined in Section 1.15 above, that originates on the network facilities of the other carrier. Compensation, regardless of the Party that receives it, is based on TMC's cost of transport and termination.

1.25 "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. 47 U.S.C. §153(43)

1.26 "Telecommunications Act" means the Communications Act of 1934, as amended.

1.27 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications

services (as defined in 47 U.S.C. Section 226(a)(2)). A telecommunications carrier shall be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. 47 U.S.C. §153(44)

1.28 "Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises. 47 CFR 51.701(d)

1.29 "Transiting Traffic" is traffic that originates from one provider's network, "transits" one or more other provider's network substantially unchanged, and terminates to yet another provider's network.

1.30 "Transport" means the transmission and any necessary tandem switching of Local Traffic subject to Section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC. 47 CFR 51.701(c)

1.31 "Type 1 Service" often referred to as a line-side trunk connection, is a service that involves connection to a telephone company end office similar to that provided to a private branch exchange (PBX). A type 1 Service is offered in connection with the provision of telephone numbers hosted by a TMC switch.

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

2.0 INTERPRETATION AND CONSTRUCTION

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 of the Sections and the terms 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 or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a 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).

3.0 SCOPE

3.1 This Agreement is intended, inter alia, to describe and enable specific Interconnection/Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement relates to exchange of traffic between TMC and WWC. TMC's NXXs are listed in Attachment A hereto. WWC represents that it is a CMRS provider of communications services to subscribers in MTA No. 12 (Minneapolis-St. Paul). WWC's NXXs are listed in Attachment B hereto.

3.2 This Agreement is limited to exchange of TMC local exchange end user customers' traffic for which TMC has tariff authority to carry. This Agreement is further limited to exchange of WWC end user customers' traffic to which WWC provides service on a two-way wireless, mobile basis.

3.3 WWC is currently offering a service it calls "Wireless Residential Service" to customers in and around Regent, North Dakota. On August 31, 1999, in case number PU-156-99-17, the Commission issued an order that the "Wireless Residential Service" offered by WWC in and around Regent, North Dakota is a "mobile service" (as defined by 47 U.S.C. § 153 (27)), and was therefore exempt from state entry regulation pursuant to 47 U.S.C § 332 (c) (3) (A). This order has been appealed in North Dakota state court, which has asked the Commission whether it would like to reconsider the order in light of "new evidence" that the appellant has brought to the court's attention. The Commission has indicated that it will hold a hearing on this "new evidence."

3.4 The Parties acknowledge that they disagree on whether WWC's "Wireless Residential Service," or any similar service where customer premises equipment is utilized for communications over a wireless local loop, quasi-fixed, or fixed wireless service is a "mobile service" as defined by 47 U.S.C. § 153 (27). The Parties also acknowledge that they disagree on the regulations applicable to interconnection and exchange of WWC end user customers' traffic where customer premises equipment is utilized for communications over a wireless local loop, quasi-fixed, or fixed wireless service. Finally, the Parties acknowledge that they disagree on whether a separate interconnection agreement is required for the interconnection and exchange of WWC end user customers' traffic where customer premises equipment is utilized for communications over a wireless local loop, quasi-fixed, or fixed wireless service in TMC's service area.

3.5 The Parties agree to exclude from this Agreement the exchange of WWC end user customers' traffic where customers premises equipment is utilized for communications over a wireless local loop, quasi-fixed, or fixed wireless service. However, this exclusion shall terminate if, upon final decision on appeal (including without limitation any timely filed appeal to the North Dakota Supreme Court), the Commission's August 31, 1999 order (PU-1564-99-17) is affirmed to the extent said order concludes that WWC's

“Wireless Residential Service” is a “mobile service” as defined by 47 U.S.C. § 153 (27). TMC agrees to join in any motion filed by WWC to expedite the appeals.

3.6 Notwithstanding Section 3.5 of this Agreement, if WWC decides to provide service to its customers utilizing customer premises equipment for communications over a wireless local loop, quasi-fixed, or fixed wireless service, the Parties agree to negotiate appropriate terms for such interconnection agreement. In absence of a mutually acceptable interconnection agreement within a reasonable amount of time, either Party may institute proceedings before the appropriate state or federal court or commission to compel the establishment of interconnection arrangements between WWC and TMC for wireless local loop, quasi-fixed, or fixed wireless service, and to obtain clarification and/or guidance regarding the appropriate regulations applicable for interconnection and exchange of traffic related to wireless local loop, quasi-fixed, or fixed wireless service.

3.7 Unless the exclusion of such service from this Agreement as provided in Section 3.5 is terminated, or unless a separate interconnection agreement for such service as provided in Section 3.6 becomes effective, WWC shall not utilize the connections received from TMC under this Agreement to provide service to WWC’s customers utilizing customer premises equipment for communications over a wireless local loop, quasi-fixed, or fixed wireless service. If, however, the exclusion is terminated as provided in Section 3.5, WWC may utilize these connections, as its sole option, to provide service to its customers utilizing customer premises equipment for communications over a wireless local loop, quasi-fixed or fixed wireless service.

3.8 This Agreement does not cover the exchange of traffic for one-way mobile services such as paging, if provided by WWC. Should WWC desire to establish interconnection agreement with TMC for such services, TMC will engage in bona fide negotiations with WWC to establish an interconnection and compensation agreement for said one-way mobile services.

3.9 The Parties also agree to exchange traffic associated with Third Party local provider, if an agreement has been made between the originating Party and both the transiting Party and the terminating third party local provider.

3.10 Nothing in this Agreement shall be construed as a waiver by TMC to pursue all of its legal rights and remedies to seek the disconnection of any interconnections utilized by WWC in contravention of this agreement, including without limitation any interconnections utilized by WWC to provide one-way mobile services (such as paging), and including without limitation any interconnections utilized by WWC to provide service to its customers utilizing customer premises equipment for communications over a wireless local loop, quasi-fixed, or fixed wireless service.

3.11 Nothing in this Agreement shall be construed as a waiver by WWC to pursue through appropriate legal channels a determination that federal and state law requires TMC to provide tariffed connection services to WWC without a negotiated

interconnection agreement, for the purpose of providing service to its customers utilizing customer premises equipment for communications over a wireless local loop, quasi-fixed, or fixed wireless service.

4.0 SERVICE AGREEMENT

Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of TMC and WWC. Additional arrangements that may be agreed to in the future will be delineated in Attachment C to this agreement.

4.1 Type 1 Connection at Bottineau: WWC has been assigned two one-thousand groups of numbers (228-4XXX and 228-8XXX) at TMC's Bottineau Remote End Office Switch. TMC's Bottineau Remote End Office Switch does not have direct trunking capability and is served by United Telephone Mutual Aid Corporation's Langdon Host End Office Switch (LNGDNDXADS0). Therefore, a two-way direct trunk group is provisioned between the Langdon Host End Office Switch and WWC's network. Applicable tariff charges for establishing and provisioning the two-way trunk group are billed by TMC to WWC.

A. Landline to Wireless:

1. Calls from TMC's customers at Bottineau (228), and other TMC exchanges with non-optional two-way EAS with Bottineau (Kramer (359), Souris (243), Willow City (366), Rolette (246), and Dunseith (244)) to WWC's customers served by (228-4XXX and 228-8XXX) are routed over the two-way direct trunk group from the Langdon Host End Office Switch to WWC's network.
2. Calls from SRT Communications Inc.'s customers in exchanges that have non-optional two-way EAS with Bottineau (Antler (267), Landa (295), Max Bass (268), Metigoshe (263), New berg (272), and West hope (245)), to WWC's customers served by (228-4XXX and 228-8XXX) are routed over the two-way direct trunk group from the Langdon Host End Office Switch to WWC's Network, only if SRT Communications Inc. enters into a transiting agreement with TMC for transiting these calls to WWC.
3. All other calls to WWC's customers served by (228-4XXX and 228-8XXX) are routed in accordance with Telcordia™ Traffic Routing Administration instructions or successor administrators of the Traffic Routing Administration instructions.

B. Wireless to Landline:

1. Calls from WWC's customers served by (228-4XXX and 228-8XXX) to TMC's customers at at Bottineau (228), and other TMC exchanges with non-optional two-way EAS with Bottineau (Kramer (359), Souris (243), Willow City (366), Rolette (246), and Dunseith (244)) maybe routed over the two-way direct trunk group from WWC's network to Langdon Host End Office Switch and terminated by TMC to its customers, as appropriate. These calls are subject to Type 1 Network Usage Charge, as outlined in Section 5 below.
2. Calls from WWC's customers served by (228-4XXX and 228-8XXX) to SRT Communications Inc.'s customers in exchanges that have non-optional two-way EAS with Bottineau (Antler (267), Landa (295), Max Bass (268), Metigoshe (263), New berg (272), and West hope (245)) maybe routed over the two-way direct trunk group from the WWC's network to Langdon Host End Office Switch and delivered to SRT Communications Inc. for termination to its customers, as appropriate. These calls are subject to Type 1 EAS Switching and Transport charge, outlined in Section 5 below.
3. All other calls are routed in accordance with Telcordia™ Traffic Routing Administration instructions or successor administrators of the Traffic Routing Administration instructions.

4.2 Indirect Traffic to TMC To the extent that WWC and Qwest (f/k/a) USWEST or WWC and another LEC have entered into or may enter into contractual arrangements for the delivery of WWC traffic to TMC for termination to TMC's customers, TMC will accept this traffic subject to compensation arrangement as outlined in Section 5 below.

4.3 Type 2 Interconnection. Upon request by WWC, the Parties shall implement Type 2 interconnection arrangements under the rates, terms and conditions of this Agreement. Such arrangements shall be delineated in Attachment C to this Agreement.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal compensation is applicable for Transport and Termination of Local Traffic as defined in Section 1.15 and is related to the exchange of traffic described in Sections 4.2, and in Attachment C, as applicable.

The rate for Reciprocal Compensation shall be \$0.051 per minute.

5.2 Traffic Subject to Terminating Compensation.

Terminating compensation is applicable to all Non-Local Traffic originated on WWC's network and delivered to TMC for termination to its customers as described in Sections 4.2, and Attachment C, as applicable. WWC shall compensate TMC at TMC's applicable access tariff rates for all Non-Local Traffic.

5.3 Type 1 Services

A. The following charges apply to Type 1 Services described in Section 4.1, and in Attachment C, as applicable:

| | |
|--|------------|
| 1. Network Usage Charge, per terminating minute of use | \$0.024640 |
| 2. Switching and Transiting Charge for EAS traffic terminating to another LEC, per minute of use | \$0.032827 |

B. In connection with section 4.1, and similar arrangements in Attachment C, to the extent that TMC subsequently enters into an agreement with Qwest or another LEC that alters its current financial obligations related to the exchange of EAS traffic, and such change results in terminating compensation being due, WWC agrees it shall have the same obligations with regard to type 1 EAS traffic from its telephone numbers in TMC offices as does TMC.

5.4 Calculation of Payments and Billing.

5.4.1 WWC will compensate TMC for Local and Non-Local Traffic delivered to TMC for termination to its customers, as prescribed and at the rates provided in Sections 5.1 and 5.2, preceding. WWC will also compensate TMC for Type 1 Services, as prescribed and at the rates provided in Section 5.3.

5.4.2 TMC shall prepare a monthly billing statement to WWC which will separately reflect the calculation of Reciprocal Compensation, Terminating Compensation, compensation for Type 1 Services, and total compensation due TMC. TMC shall use the recorded terminating or transiting traffic over the Type 1 connection, described in Section 4.1 and total terminating traffic, described in Section 4.2 above, recorded by either TMC or Qwest for billing WWC.

5.4.3 To facilitate billing by TMC, WWC shall provide TMC on a monthly basis, subject to availability, WWC usage information showing total minutes of Local and Non-Local Traffic, originated by WWC's customers and customers of other CMRS providers that have entered into roaming arrangement with WWC, while roaming in WWC territory, that terminate to TMC customers (i.e., traffic subject to Reciprocal

Compensation, in accordance with 5.1, above, or Terminating Compensation in accordance with 5.2 above).

5.4.4 In the event that there is insufficient representative and verifiable data on the actual Local and Non-Local Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a 2.5% Non-Local Traffic factor to the total terminating traffic volume as an estimate of the Non-Local Traffic being exchanged.

5.4.5 Each party may request to inspect, during normal business hours, the records, which are the basis for any monthly bill issued by the other Party and to request copies thereof provided that the requested records do not exceed 24 months in age from the date the monthly bill containing said record information was issued.

6.0 NOTICE OF CHANGES

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

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format, and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan, but agree to work cooperatively on matters that require joint implementation. Neither Party shall use any service related to or use any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

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

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

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

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

8.0 TERM AND TERMINATION

8.1 Subject to the provisions of Sections 13 and 15, the initial term of this Agreement shall be for two years ("Term") which shall commence on the Effective Date. This Agreement shall automatically renew for successive six-month periods, unless, not less than sixty (60) days prior to the end of the Term or any renewal term, either party notifies the other party of its intent to terminate this Agreement in writing.

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

8.2.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved such that payment is required, the Non-paying Party shall pay the disputed amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under North Dakota's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default.

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

8.2.3 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

(a) Each Party shall comply immediately with its obligations as set forth above;

(b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;

(c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.4 Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not correct the alleged default within thirty (30) days after receipt of written notice thereof.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 NON-SEVERABILITY

10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

10.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

11.0 INDEMNIFICATION

11.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

(1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

(2) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and

(3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.3).

11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

12.0 LIMITATION OF LIABILITY

12.1 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or

facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

12.2 Except as otherwise provided in Section 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

12.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages, except in the case of gross negligence or willful misconduct.

13.0 REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) 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. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

14.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective

Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

15.0 MISCELLANEOUS

15.1 Authorization

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

15.1.2 WWC 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, subject to any necessary regulatory approval.

15.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

15.3 Independent Contractors. Neither this Agreement, nor any actions taken by WWC or TMC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between WWC and TMC, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by WWC or TMC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between WWC and TMC end users or others.

15.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services

of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the force majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

15.5 Confidentiality

15.5.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 15.5.2 of this Agreement.

15.5.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

15.5.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material

(including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

15.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of North Dakota without reference to conflict of law provisions.

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

15.8 Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

15.9 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

15.10 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by telecopy to the following addresses of the Parties:

To:

WWC Holding Co., Inc.
Regulatory Department
3650 131st Avenue SE
Bellevue, WA 98006

To:

Turtle Mountain Communications
Kenneth Carlson
P. O. Box 729
Langdon, ND 58249

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 certified U.S. mail; or (iv) on the date set forth on the confirmation in the case of telecopy.

15.11 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

15.12 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. In the event of any ambiguities, no inferences shall be drawn against either Party.

15.13 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. 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, in the name of, 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.

15.14 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

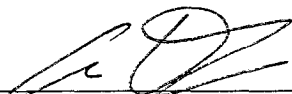
15.15 Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

15.16 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and 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. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 1st day of February, 2000.

WWC Holding Co., Inc.

Turtle Mountain Communications

By: 

By: 

Printed: Gene DeJordy

Printed: Kenneth Carlson

Title: Vice President

Title: Office Manager

Attachment A

**Turtle Mountain Communications
NXX and CLLI Designations**

| <u>Locality</u> | <u>NPA/NXX</u> | | <u>CLLI</u> |
|------------------------|-----------------------|-----|--------------------|
| BISBEE | 701 | 656 | BISBNDXARS6 |
| BOTTINEAU | 701 | 228 | BTNUNDXARS2 |
| DUNSEITH | 701 | 244 | DNSTNDBCRS2 |
| KRAMER | 701 | 359 | KRMRNDXARS3 |
| ROLETTE | 701 | 246 | RLTENDXARS2 |
| ROLLA | 701 | 477 | ROLLNDBCRS4 |
| SOURIS | 701 | 243 | SORSNDXARS2 |
| WILLOWCITY | 701 | 366 | WLCYNDXARS3 |

Attachment B

**WWC Holding Co., Inc.
NXX and CLLI Designations**

| <u>Locality</u> | <u>NPA/NXX</u> | | <u>CLLI</u> |
|------------------------|-----------------------|-----|--------------------|
| BEULAH | 701 | 870 | BELHNDQACM1 |
| BISMARCK | 701 | 220 | BSMRNDAACM3 |
| BISMARCK | 701 | 390 | BSMRNDAACM3 |
| BISMARCK | 701 | 391 | BSMRNDAACM3 |
| DEVILSLAKE | 701 | 351 | DVLKNDQ8002 |
| DICKINSON | 701 | 290 | DCSNNDANCM1 |
| DICKINSON | 701 | 590 | DCSNNDANCM1 |
| EMERADO | 701 | 739 | GFABNDAECM7 |
| EMERADO | 701 | 741 | GFABNDAECM7 |
| FARGO | 701 | 730 | WFRGNDWB1KD |
| FARGO | 701 | 781 | WFRGNDWB1KD |
| FARGO | 701 | 793 | WFRGNDWB1KD |
| FARGO | 701 | 799 | WFRGNDWB1KD |
| GRAFTON | 701 | 360 | GFTNNDAGCM1 |
| JAMESTOWN | 701 | 320 | JMTWNDAGCM3 |
| MINOT | 701 | 720 | MNOTNDAUCM1 |
| MINOT | 701 | 721 | MNOTNDAUCM1 |
| MOORHEAD | 218 | 790 | WFRGNDWB1KD |
| VALLEYCITY | 701 | 490 | VLCYNDAKCM1 |
| WAHPETON | 701 | 899 | WHTNNDAMCM1 |
| WILLISTON | 701 | 770 | WLSTNDQACM1 |

Attachment C

Reserved For Future Use