

**WIRELESS INTERCONNECTION AGREEMENT
BETWEEN
HILL COUNTRY TELEPHONE COOPERATIVE, INC.
AND
FIVE STAR WIRELESS**

This Interconnection/Compensation Agreement for Termination of Traffic ("Agreement") between Hill Country Telephone Cooperative, Inc. ("Hill Country") and Five Star Wireless, with offices at 955 Water Street, Kerrville, Texas 78028, being referred to collectively as the "Parties" and individually as a "Party" is effective the 15th day of May, 2006.

Whereas, Five Star Wireless is authorized by the Federal Communications Commission ("FCC") to provide commercial mobile radio service ("CMRS") and provides such service to its end user customers, operating wireless affiliates and switch share/managed markets;

Whereas, Hill Country Telephone Cooperative, Inc. is a provider of local exchange service in the State of Texas and certifies it is a Rural Telephone Company under the Act; and

Whereas, Sections 251 and 252 of the Act contain certain requirements for exchange of and compensation for Telecommunications Traffic, and the Parties intend that this Agreement is in accordance with these requirements.

This Agreement establishes the methodology for the exchange of and compensation for telecommunications traffic originated on the network of Five Star Wireless, transited via the network of a third party local exchange carrier ("LEC") and terminated on the network of Hill Country or originated on the network of Hill Country, transited via the network of a third party LEC and terminated on the network of Five Star Wireless.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section:

- 1.1. "Act" – The Communications Act of 1934 (47 U.S.C. § 151 et.seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or Public Utility Commission of Texas ("Commission").
- 1.2. "CMRS" – Commercial Mobile Radio Service as defined in the Act 47 C.F.R. § 20.3.
- 1.3. "ISP" means Internet Service Provider.
- 1.4. "Interexchange Carrier" or "IXC" is a third-party common carrier that provides or carries, directly or indirectly interLATA or intraLATA toll traffic. For

purposes of this Agreement, Five Star Wireless and Hill Country shall not be considered interexchange carriers.

- 1.5. "MTA" – Major Trading Area as defined in 47 C.F.R. § 24.202(a).
- 1.6. "Local Telecommunications Traffic" 47 C.F.R. § 51.701(b)(2) means: telecommunications traffic between a LEC and CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area and is defined for the purposes of determining compensation under this agreement as telecommunications traffic that (a) originates on the network of one Party, (b) transits a third-party LEC's network pursuant to the direction and responsibility of the originating Party, and (c) terminates to a customer of the other Party on the other Party's network within the same MTA; provided that the customer of Five Star Wireless is a two-way CMRS customer and receives mobile service on a wireless, mobile basis as described in 47 U.S.C. § 153(27).

The origination point and the termination point on Hill Country's network shall be the end office serving the calling or called party. The origination point and the termination point on Five Star Wireless' network shall be the originating or terminating cell site which services the calling or called party, at the beginning of the call.

- 1.7. "LEC" – For purposes of this Agreement, LEC or 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), except to the extent that the Commission finds that such service should be included in the definition of such term. (47 U.S.C. § 153 (26)).
- 1.8. "LERG" – Local Exchange Routing Guide" or "LERG" is the Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

2.0 COMPENSATION ARRANGEMENT

- 2.1 For all Local Telecommunications Traffic transited over the network of a third party LEC and terminated on the network of either Hill Country or Five Star Wireless, the Party originating the Local Telecommunications Traffic shall pay the Party terminating the traffic a reciprocal and symmetrical rate of \$.022 per minute.

The Parties agree that the exchange of traffic on Hill Country's EAS routes as defined in the Hill Country's general subscriber services tariff shall be considered as Local Telecommunications Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. An NXX assigned to Five Star Wireless shall be included in any extended area

calling service (EAS), optional calling scope, or similar program to the same extent as any other NXX in the same rating center to the extent that such calls can be completed over the existing EAS facilities with third-party telecommunications carriers. To the extent calls to an NPA-NXX assigned to Five Star Wireless cannot be terminated over existing EAS facilities with third-party carriers, Hill Country may require calls to such NPA-NXXs to be rated as long distance calls.

- 2.2 Due to limitations and obligations of the parties, the traffic exchanged through an Interexchange Carrier ("IXC") is not covered under this Agreement.
- 2.3 ISP telecommunications traffic may be exchanged between the Parties but is not subject to compensation under this Agreement. Such traffic between the Parties, if any, is presently de minimis. At such time as either Party can economically track and measure such traffic, such Parties may remove such traffic from calculation of compensation between the Parties by providing the other Party appropriate evidence of the existence of such traffic absent a Public Utility Commission of Texas order to the contrary.
- 2.4 The Parties agree to provide the information described in Attachment I to this Agreement, in the format and in accordance with the intervals also described in Attachment I. While some of the information also may be obtained from a transiting carrier, neither party has an obligation to obtain the information from a transiting carrier.

- 3.0 The Parties to this Agreement recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party.

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 confidential and/or proprietary data 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.

4.0 AUDIT AND REVIEW

- 4.1. Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative

shall have the right to conduct reviews of the relevant data possessed by the other Party to give assurance of compliance with the provisions of this Agreement. These reviews will consist of any examinations and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to charges or payments made in connection with this Agreement. Each Party's right to access information for verification review purposes is limited to data not in excess of twelve (12) months in age. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours.

4.2. 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 twelve 12 months in age from the date the monthly bill containing said record information was issued.

5.0 The Parties shall comply with any applicable orders, rules or regulations of the FCC, Commission and Federal and State law during the term of this Agreement. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting directly from acts of God, civil or military authority, acts of public enemy, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the control of the non-performing Party.

6.0 The Parties agree that the Party collecting revenues shall be responsible for collecting, reporting and remitting all taxes associated therewith, provided that the tax liability shall remain with the Party upon whom it is originally imposed.

7.0 TERMINATION

7.1 The terms of this Agreement are in effect for a period of one (1) year beginning on the date of execution unless terminated with sixty (60) days written notice by either Party. This Agreement shall automatically renew for periods of six (6) months unless terminated with sixty (60) days written notice by either Party. If the Parties choose to interconnect directly with one another, the Parties reserve the right to negotiate a new interconnection agreement and renegotiate or terminate this Agreement.

7.2 Upon termination or expiration of this Agreement in accordance with this Section: (a) Each Party shall comply immediately with its obligations as set forth in this Agreement; (b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement; and (c) Each Party's

indemnification obligations shall survive termination or expiration of this Agreement.

- 8.0** 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.
- 9.0** All references to Sections and Attachments shall be deemed to be references to Sections of, and Attachments 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).
- 10.0** A Party may not assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided, however, a Party may assign this Agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties, under the terms of this Agreement.
- 11.0** Neither Party assumes any liability for any act or omission of the other in the furnishing of its services to its subscribers solely by virtue of entering into this Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against any loss, costs, claims, injury or liability relating to any third-party claim arising out of any act of omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement. Furthermore, the Parties agree to arrange their own interconnection arrangements with other telecommunications carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.
- 12.0** Hill Country shall make available interconnection, service, or network elements to Five Star Wireless in accordance with the FCC's rules and regulations implementing §252(i) of the Act.
- 13.0 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:
Five Star Wireless
P. O. Box 291158
955 Water Street
Kerrville, Texas 78028-1158

To:
Hill Country Telephone Cooperative, Inc.
Sandi Kennedy, Commercial Manager
P.O. Drawer D
220 Carolyn
Ingram, Texas 78025-0768

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.

- 14.0** The terms contained in this Agreement and any Attachments 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 in writing signed by an authorized representative of each Party.
- 15.0** The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies.
- 16.0** To obtain the mutual benefits set forth herein, both Parties worked diligently and made significant compromises. However, by entering into this Agreement, neither Party waives its right or ability to participate in any regulatory, judicial, or legislative proceedings regarding the proper interpretation and /or application of the Act, including interpretation and /or application that may differ from the terms contained within this Agreement.
- 17.0** Nothing in this Agreement shall prohibit Five Star Wireless from enlarging its CMRS network through management contracts with third-parties for the construction and operation of a CMRS system under the Five Star Wireless brand name and license. Traffic originating on such extended networks shall be treated as Five Star Wireless traffic under the terms, conditions, and rates of this Agreement.

This Agreement is executed as dated below.

**HILL COUNTRY TELEPHONE
COOPERATIVE, INC.**

By: 

Title: Les Esquell, General Manager

Date: 4/5/06

FIVE STAR WIRELESS

By: 

Title: EVD

Date: 5/8/06

ATTACHMENT I
BILLING AND EXCHANGE OF INFORMATION

- I. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times in accordance with Section 2.1 of the Parties' Agreement. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

- II. Usage:
 - A. Where feasible, the Party originating the traffic shall provide usage information to the Party responsible for terminating the traffic on a monthly basis.

 - B. Usage information will be in sufficient detail to support billings and shall include, but not be limited to, information such as total minutes of use for total traffic and Local Telecommunications Traffic as defined in subsection 1.6 of the foregoing agreement.

 - C. Each Party will issue a monthly billing statement to the other Party showing, at a minimum, total minutes billed and the rates used to calculate the charges, and the total amount due.

 - D. The monthly usage information and monthly billing statement will be mailed via the United States mail to the address provided by the receiving Party or in any other format agreed to by the parties.

- III. Calculation of Payments and Billing:
 - A. Five Star Wireless shall compensate Hill Country for Local Telecommunications Traffic delivered to Hill Country for termination to its customers, as prescribed and at the rates provided in 2.1. Hill Country shall compensate Five Star Wireless for Local Telecommunications Traffic delivered to Five Star Wireless for termination to its customers, as prescribed and at the rate provided in 2.1.

 - B. The Parties contemplate that they may exchange non-Local Telecommunications over the interconnection facilities provided for under this Agreement. Charges for transport and termination of non-Local interMTA traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs or in accordance with a rate negotiated between the Parties.

 - C. In the event that there is insufficient representative and verifiable data on the actual non-local telecommunications traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a percent non-local traffic factor to the Hill Country terminated minutes of use as

an estimate of the non-local traffic being exchanged. The Parties have developed an initial factor representative of the share of total traffic exchanged over the interconnection facilities that is exempt from local compensation. The Parties have agreed upon the InterMTA Landline to Wireless factor specified below, which represents the percent of total minutes originated by Hill Country to be billed access charges by Hill Country. The InterMTA factor will be multiplied by the total Wireless to Landline Local Telecommunications Traffic minutes recorded each month by Hill Country to determine those minutes to which originating interstate access rates apply. The InterMTA factor identified below shall be used until revised by mutual agreement. The parties agree to review the percentage on a periodic basis and, if warranted by the actual usage, revise the percentage appropriately.

Landline to Wireless	5%
Wireless to Landline	0%

IV. Payment and Billing Disputes:

- A. Payments are due within thirty (30) days of the bill date as shown on the face of the bill.
- B. A late payment penalty of the lesser of 1.5% per month and the maximum amount allowed by law will be imposed on all undisputed balances outstanding which are not paid within the thirty (30) day period.
- C. If any portion of an amount due to a Party under this Agreement is disputed, the Party disputing the bill shall give detailed written notice to the billing Party within thirty (30) days of receipt of the invoice containing the disputed amount. All undisputed amounts remain payable when due.