SilverSTAR COMMUNICATIONS

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IDAHO PUBLIC
UTILITIES COMMISSION

January 6, 2006

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, ID 83720-0074

Re: Case No. SIL-T-06-01
Application for Approval of Interconnection Agreement

Dear Ms. Jewell:

Enclosed for filing with the Commission are an original and three copies of the Application for Approval of Interconnection Agreement between Silver Star Telephone Company, Inc. and Gold Star Communications, LLC. We respectfully request that this matter be placed on the Commission Decision Meeting Agenda for expedited approval.

Please contact me if you have questions regarding the enclosed Application. Thank you for your assistance.

Sincerely,

Ron B. McCue

Ron B. McCue
Vice President

Enclosures

Post Office Box 226
104101 Highway 89
Freedom, Wyoming 83120
Phone 307-883-2411, FAX 307-883-2575
www.silverstar.com

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

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| APPLICATION OF SILVER STAR TELEPHONE COMPANY, INC. FOR APPROVAL OF THE INTERCONNECTION AGREEMENT FOR THE STATE OF IDAHO PURSUANT TO 47 U.S.C. §252(e) | ) | Case No.: SIL-T-06-01<br><br>APPLICATION FOR APPROVAL OF INTERCONNECTION AGREEMENT |

Silver Star Telephone Company, Inc. ("Silver Star") hereby files this Application for Approval of Interconnection Agreement, requesting the Commission's approval of that certain Wireless Interconnection/Compensation Agreement ("Agreement") with Gold Star Communications, LLC ("Gold Star"), a copy of which Agreement is submitted herewith.

This Agreement is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"). The Agreement was reached through voluntary negotiations without resort to mediation or arbitration. Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the Commission finds that: the agreement (or portion(s) thereof) discriminates against a telecommunications carrier not a party to the agreement; or the implementation of such an agreement (or portion) is not consistent with the public interest, convenience and necessity.

Silver Star respectfully submits that this Agreement provides no basis for either of these findings, and, therefore requests that the Commission approve this Agreement expeditiously. This Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Agreement will enable Gold Star to interconnect with

Silver Star's facilities and to provide customers with increased choices for local telecommunications services.

Silver Star further requests that the Commission approve this Agreement without a hearing. Since this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 9th day of January, 2006.

Silver Star Telephone Company, Inc.

By: Ron B. McCue
Ron B. McCue
Its: Vice President/Operations

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of January, 2006, I caused to be served the foregoing Application for Approval of Interconnection Agreement upon all parties of record in this matter as follows:

| | |
|---|---|
| Jean Jewell, Secretary<br>Idaho Public Utilities Commission<br>472 West Washington Street<br>P.O. Box 83720<br>Boise, ID 83720-0074<br>jjewell@puc.state.id.us | ____ Hand Delivery<br>_X_ U.S. Mail<br>____ Overnight Delivery<br>____ Facsimile<br>____ Email |
| General Manager<br>Gold Star Communications, LLC<br>104101 U.S. Highway 89<br>P.O. Box 226<br>Freedom, WY 83120<br>Fax: 307-883-6701 | _X_ Hand Delivery<br>____ U.S. Mail<br>____ Overnight Delivery<br>____ Facsimile<br>____ Email |

Michelle Matzkus

# WIRELESS INTERCONNECTION/COMPENSATION AGREEMENT

## BETWEEN

## SILVER STAR TELEPHONE COMPANY, INC.
## dba SILVER STAR COMMUNICATIONS

COPY

## AND

## GOLD STAR COMMUNICATIONS, LLC
## dba SILVER STAR PCS

11/21/2005

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# I. Article I

## 1. INTRODUCTION

This Interconnection/Compensation Agreement ("Agreement") is effective as of the 1st day of January, 2006 (the "Effective Date"), by and between Silver Star Telephone Company, Inc. dba SILVER STAR COMMUNICATIONS ("SILVER STAR COMMUNICATIONS") with principal offices at 104101 South U.S. Highway 89, Freedom, WY 83120, and GOLD STAR COMMUNICATIONS, LLC dba SILVER STAR PCS ("SILVER STAR PCS") with principal offices at 104101 South U.S. Highway 89, Freedom, WY 83120.

## 2. RECITALS

WHEREAS, SILVER STAR COMMUNICATIONS is an incumbent Local Exchange Carrier in the State of Idaho;

WHEREAS, GOLD STAR COMMUNICATIONS, LLC is a Commercial Mobile Radio Service provider of two-way mobile communications services operating within the State of Idaho;

WHEREAS, SILVER STAR COMMUNICATIONS and SILVER STAR PCS 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, SILVER STAR COMMUNICATIONS and SILVER STAR PCS 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, as may be interpreted from time to time by the FCC, the Commission, Idaho state courts, or federal courts.

1.3 "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. Affiliate means each individual entity listed on the signature page of this Agreement. 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 a radio communication service between mobile stations or receivers and land stations, or by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. 47 CFR part 20

1.7 "Commission" means the Idaho Public Utilities Commission.

1.8 "EAS" means Extended Area Service.

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

1.10 "FCC" means the Federal Communications Commission.

1.11 "Interconnection" for purposes of this Agreement is the linking of SILVER STAR COMMUNICATIONS' and SILVER STAR PCS's networks for the exchange of telecommunications traffic described in this Agreement on an indirect or direct basis.

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

1.13 "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.

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.

1.15 "Local Service Area" means, for SILVER STAR PCS, within its local calling area, and for SILVER STAR COMMUNICATIONS, its local calling area contained in SILVER STAR COMMUNICATIONS' then current General Subscriber Service Tariff.

1.16 "Local Traffic" is defined for purposes of determining compensation under this Agreement is Local Service Area traffic that (a) originates on the network of one Party, (b) may transit a third-party Local Exchange Carrier's (LEC's) network pursuant to an agreement between the originating Party and the transiting LEC, in lieu of a direct connection between the Parties, (c) terminates on the network of the other Party, within the same Local Service Area provided that the customer or roamer of SILVER STAR PCS 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 the originating and terminating points, at the beginning of the call, for application of Reciprocal Compensation, the origination and termination point for each Party shall be:

(A) SILVER STAR COMMUNICATIONS: The end office serving the calling or called party,

(B) SILVER STAR PCS: The cell site location, which services the calling or called party, at the beginning of the call.

1.17 "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 the Act, 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)

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

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

1.20 "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.).

1.21 "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.

1.22 "Party" means either SILVER STAR COMMUNICATIONS or SILVER STAR PCS, and "Parties" means SILVER STAR COMMUNICATIONS and SILVER STAR PCS.

1.23 "Point of Interconnection" or "POI" means a physical location where SILVER STAR COMMUNICATIONS and SILVER STAR PCS directly interconnect their respective networks, thereby establishing the technical interface and points for operational division of responsibility.

1.24 "Rate Center" means the specific geographic point and corresponding geographic area that are associated with one or more particular NPA/NXX Codes that have been assigned to an ILEC for its provision of Exchange Services.

1.25 "Switch" means a switching facility used to provide telecommunications services, including but not limited to:

(a) An "End-Office Switch" or "End-Office" used to, among other things, to terminate telecommunications traffic to end-user subscribers.

(b) A "Tandem Switch" or "Tandem Office" used to interconnect trunk circuits between and among End-Office Switches, aggregation points, points of termination, or points of presence.

(c) A "Mobile Switching Center" or "MSC" is a switching facility that is the functional equivalent of a Tandem Switch and an End-Office Switch. Covered in 1.5

1.26 "Reciprocal Compensation" means an arrangement between two carriers in which each receives the same compensation rate from the other carrier for the transport and termination on each carrier's network of Local Traffic, as defined in Section 1.17 above, that originates on the network facilities of the other carrier. Compensation, regardless of the Party that receives it, is symmetrical.

1.27 "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)

1.28 "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)

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

1.30 "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 or mobile handset.

1.31 "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.

1.32 "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 switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

1.33 "Type 1 Service" often referred to as a line-side trunk connection, is a service that involves interconnection to a telephone company end office. A Type 1 Service is offered in connection with the provision of telephone numbers hosted by a SILVER STAR COMMUNICATIONS switch. If available and economically feasible, SS7 functionality will be used.

1.34 "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 SILVER STAR COMMUNICATIONS and SILVER STAR PCS. SILVER STAR COMMUNICATIONS' NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") under Operating Company Number ("OCN") **2295** in the state of Idaho. SILVER STAR PCS's NXXs are listed in the LERG under OCN **340D** in the state of Idaho. Additions or changes to either Party's NPA/NXXs will be listed in the LERG.

3.2 This Agreement is limited to traffic of SILVER STAR COMMUNICATIONS' end user customers for which SILVER STAR COMMUNICATIONS has tariff authority to carry. This Agreement is limited to traffic of SILVER STAR PCS's customers and roamers on the SILVER STAR PCS network to which SILVER STAR PCS provides service on a two-way wireless, mobile basis. This Agreement does not cover traffic of SILVER STAR PCS on a one-way mobile basis, sometimes called paging service.

3.3 Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

3.4 Traffic that is exchanged through an Interexchange Carrier (IXC) is not covered under this Agreement.

3.5 If SILVER STAR PCS chooses to use SILVER STAR COMMUNICATIONS' services or facilities, not otherwise covered under this Agreement, appropriate tariff or pricing catalog rates, or rates established under separate agreement, will apply.

## 4.0 INTERCONNECTION

Description of Arrangements. This Agreement provides for the direct and indirect interconnection arrangements between the networks of SILVER STAR COMMUNICATIONS and SILVER STAR PCS.

4.1 Direct Interconnect.

4.1.1 Upon mutual agreement of the Parties, Type 1, Type 2A, and Type 2B interconnection facilities may be either one-way or two-way. [Covered in Section 5.2]

4.1.2 The Parties shall provide each other a forecast of projected mobile to land or land to mobile usage for each POI when significant changes in traffic patterns are anticipated. The Parties agree to work cooperatively to determine the number of trunks needed to handle the estimated traffic.

4.1.3 The Parties expect that where feasible, traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP message to facilitate full interoperability and billing functions. In-band signaling may be used if CCS/SS7 is not available. The costs for SS7 messaging service shall be borne by each Party pursuant to a bill and keep arrangement, meaning that neither Party will bill the other Party for expenses related to SS7 messaging service.

4.2 Indirect Traffic.

4.2.1 The Parties may exchange Traffic on an indirect basis via a Third Party Provider (transiting provider).

4.2.2 To the extent that either Party chooses to use a transiting provider, each Party shall be responsible for compensation to the Third Party Provider (transiting provider) for any transit charges it incurs for transit traffic it originates.

4.2.3 When the busy hour traffic exchanged on the indirect basis between SILVER STAR PCS and SILVER STAR COMMUNICATIONS meets or exceeds the equivalence of a DS1 facility, either 15 times per month or 8 times per day to a particular End Office, the Parties will establish, or augment, a direct interconnection facility with SILVER STAR COMMUNICATIONS to that End Office.

4.2.4 If SILVER STAR PCS provides service using an NPA-NXX assigned solely to a rate center where SILVER STAR COMMUNICATIONS provides EAS or a Commission-approved optional calling plan and SILVER STAR PCS chooses to

indirectly interconnect by using the Tandem switching facilities of a third party, each Party shall reciprocally terminate on its network Local Traffic originating from the other Party's network, provided that the Parties have agreed on measurement and/or compensation arrangements.

## 5.0 NETWORK FACILITIES

5.1 This Agreement relates to the exchange of Local Traffic between the respective networks of SILVER STAR PCS and SILVER STAR COMMUNICATIONS, which uses the tandem switching facilities of a third party for the point of interconnection and where there is no direct connection between SILVER STAR PCS and SILVER STAR COMMUNICATIONS. Unless a direct connection is separately negotiated, no network facilities between the Parties will be used.

5.2 It is anticipated that direct interconnection facilities, if established pursuant to the Interconnection Section of this Agreement, will be arranged for 2-way operations and will be used to transport both mobile-land and land-to-mobile traffic, and the cost of that transport will be apportioned between SILVER STAR PCS and SILVER STAR COMMUNICATIONS based on their relative use of the facility. During the first 12 months of this Agreement, SILVER STAR COMMUNICATIONS and SILVER STAR PCS will bill each other based on the Traffic Factors in Attachment A hereto. The parties agree to review traffic volumes at a mutually agreeable time and adjust the billing percentages according to the then relative usage on a going-forward basis.

5.3 Impairment of Service. The characteristics and methods of operation of any services, facilities, or equipment of either Party connected with the services, facilities, or equipment of the other Party pursuant to this Agreement shall not damage, interfere with, or impair service over, any facilities of the other Party, its affiliated companies, or connecting and concurring carriers involved in its services ("Impairment of Service"). If either Party causes an Impairment of Service, the Party whose services, facilities, or equipment ("Impaired Party") shall promptly notify the Party causing the Impairment of Service ("Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any affected service, facility, or equipment may be required. The Parties shall work together to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue the use of the affected service, facility, or equipment.

5.4 Trouble Reporting. To facilitate trouble reporting, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other Party at these respective telephone numbers to report trouble with any network facilities, services, or arrangements, to inquire as the status of trouble tickets in progress, and to escalate trouble resolution. Before either Party reports a trouble condition, it must first use reasonable efforts to isolate the trouble to the other Party's facilities, services, or arrangements. Each Party will advise the other Party of any critical nature of the trouble with the other Party's facilities, service, or arrangements and any need for expedited clearance of that trouble. In

cases where a Party has indicated the essential or critical need for full restoration of the facilities, services, or arrangements, the other Party shall use its best efforts to expedite the clearance of the trouble.

## 6.0 COMPENSATION

6.1 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 Section 4, and in Attachment A, as applicable.

The symmetrical rate for Reciprocal Compensation shall be $ 0.0324 per minute.

6.2 Calculation of Traffic.

When the Parties have directly interconnected their facilities, or when traffic between the Parties is terminated indirectly, either Party may utilize its own systems or the records from the other Party or a third party to calculate traffic terminated to its network. In the event either Party is unable to determine the amount of mobile-to-land or land-to-mobile traffic terminated in a specific End Office(s) or Tandem, the Parties agree to apply a traffic factor to the volume of land-to-mobile traffic EDGE WIRLESS terminates from SILVER STAR COMMUNICATIONS to calculate the mobile-to-land traffic SILVER STAR COMMUNICATIONS terminates from SILVER STAR PCS.

6.3 Traffic Subject to Access Charges.

Access charges apply to all Non-Local Traffic originated on SILVER STAR PCS's network and delivered to SILVER STAR COMMUNICATIONS for termination to its customers as described in section 4 and Attachment A, as applicable. SILVER STAR PCS shall compensate SILVER STAR COMMUNICATIONS at SILVER STAR COMMUNICATIONS' applicable access tariff rates for all SILVER STAR PCS-originated Non-Local Traffic only to the extent that such SILVER STAR PCS-originated Non-Local Traffic is not handed off to an Interexchange Carrier for delivery to SILVER STAR COMMUNICATIONS.

6.4 Calculation of Payments and Billing.

6.4.1 SILVER STAR PCS will compensate SILVER STAR COMMUNICATIONS for Local and Non-Local Traffic delivered to SILVER STAR COMMUNICATIONS for termination to its customers, as prescribed and at the rates provided in this Section 7. SILVER STAR COMMUNICATIONS will compensate SILVER STAR PCS for Local Traffic originated by SILVER STAR COMMUNICATIONS customers on SILVER STAR COMMUNICATIONS' network and delivered to SILVER STAR PCS for termination to its customers, as prescribed and at the rate

provided in this Section 7.

6.4.2 SILVER STAR COMMUNICATIONS shall use the total recorded originating traffic, recorded by SILVER STAR COMMUNICATIONS, and total terminating traffic recorded by either SILVER STAR COMMUNICATIONS, and/or Qwest Corporation for billing SILVER STAR PCS. SILVER STAR COMMUNICATIONS shall prepare a monthly billing statement to SILVER STAR PCS which will separately reflect the calculation of Reciprocal Compensation, Access Charges and total compensation due SILVER STAR COMMUNICATIONS.

6.4.3 In the event that SILVER STAR COMMUNICATIONS does not record usage originated by SILVER STAR PCS that is terminated to SILVER STAR COMMUNICATIONS and SILVER STAR PCS lacks the ability to provide SILVER STAR PCS originating usage information, SILVER STAR COMMUNICATIONS may obtain a monthly traffic distribution report from the third-party transit provider that identifies the traffic originated by SILVER STAR PCS and terminated to SILVER STAR COMMUNICATIONS on an indirect basis. This report information may be used by SILVER STAR COMMUNICATIONS to invoice SILVER STAR PCS for terminating traffic to SILVER STAR COMMUNICATIONS.

6.4.4 Where traffic is exchanged between the Parties, and the Parties have agreed to use traffic factors, the initial factor is identified below. The Parties agree to review those percentages on a periodic basis and, if warranted by the actual usage, revise the percentages appropriately.

a. Landline to Wireless: 30%
b. Wireless to Landline: 70%

6.4.5 If the monthly traffic distribution report from the third-party tandem provider is used for billing, the Parties agree to accept the monthly traffic distribution report from the third-party transit provider as an accurate statement of traffic exchanged between the Parties.

6.4.6 Billed minutes will be based upon conversation time for those minutes of use actually measured. Conversation time begins when the originating Party's network receives answer supervision and ends when the originating Party's network receives disconnect supervision. Fractional minutes will be totaled at the end of the month and rounded up to the nearest whole minute.

6.4.7 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 Non-Local Traffic factor to the total traffic volumes originated by SILVER STAR PCS as an estimate of the Non-Local Traffic being originated by SILVER STAR PCS. This factor shall

be based on aggregated end user billing initially provided by SILVER STAR PCS. Due to administrative cost, the Non-Local factor will not be applied in those circumstances where Non-Local Traffic usage is less than 2% of total traffic (i.e., All traffic will be considered Local and subject to Reciprocal Compensation as described in Section 7.1, above). The Parties agree that for the initial term of this agreement the interMTA factor is zero percent (0%).

6.4.8 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.

6.4.9 Neither Party shall bill the other Party for traffic that is more than six (6) months old or that predates this Agreement.

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

6.4.10.1 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 amounts to be paid 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 Idaho'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 (ninety) 90 days past due, provided the Billing Party gives an additional (thirty) 30 days' written notice and opportunity to cure the default.

6.4.10.2 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 Idaho's applicable law.

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

6.4.11 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 Section 7.4.7 above;

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

6.4.12 Each Party's indemnification and confidentiality obligations shall survive termination or expiration of this Agreement.

## 7.0 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, provided, however, that this provision shall not apply to changes necessitated by emergencies or other circumstances outside the control of the Party modifying its network..

## 8.0 GENERAL RESPONSIBILITIES OF THE PARTIES

8.1 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 an acceptable industry standard format, and to terminate the traffic it receives in that acceptable industry standard 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. 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.

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

8.3 Each Party is responsible for managing NXX codes assigned to it.

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

## 9.0 TERM AND TERMINATION

9.1 Subject to the provisions of Sections 12, 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 one hundred twenty (120) 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 or renegotiate a new agreement. In the event of such renegotiation, this Agreement shall remain in effect until such time that a new agreement becomes effective.

9.2 Subject to Section 15.4, 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.

## 10.0 CANCELLATION CHARGES

No cancellation charges shall apply.

## 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, damage, and expense (including reasonable attorney's fees) to customers and other third parties for:

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.

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 13.3).

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 reimburse the Indemnified Party for all reasonable expenses incurred in defense of the tendered action and 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 10.0, 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.

## 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 may be subject to change, modification, or cancellation as may be required by a final, non-appealable order of 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 CHANGE IN LAW

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, final and non-appealable, 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, to the extent permitted or required, 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 DISPUTE RESOLUTION

15.1 Alternative to Litigation when required by the FCC, the Commission, Idaho state courts, or federal courts. The Parties desire to resolve disputes arising out of, or relating to, this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures.

15.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of, or relating to, this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may use additional procedures, such as mediation, to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in, or provided with, such communications that are not prepared for purposes of the negotiations are not so exempted and if otherwise discoverable, may be subject to discovery and it otherwise admissible, may be admitted into evidence in the arbitration or lawsuit.

15.3 Arbitration. At any time after (15) calendar days following the dispute resolution Request (or such longer period as agreed to in writing by the Parties), either Party may request that the dispute be settled by arbitration. The arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Idaho Falls metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all dispute(s).

15.4 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations, including but not limited to making any and all payments for services rendered, in accordance with this Agreement.

15.5 No dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues except as otherwise provided in this Agreement.

## 16.0 MOST FAVORED NATION PROVISION

SILVER STAR COMMUNICATIONS shall comply with Section 252(i) of the Act, as it may be interpreted from time to time.

## 17.0 MISCELLANEOUS

### 17.1 Authorization

17.1.1 SILVER STAR COMMUNICATIONS is a dba of Silver Star Telephone Company, Inc., a corporation duly organized, validly existing and in good standing under the laws of the State of Wyoming and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

17.1.2 SILVER STAR PCS is a dba of Gold Star Communications, LLC, a limited liability company organized and validly existing under the laws of the State of Wyoming, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

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

17.3 Independent Contractors. Neither this Agreement, nor any actions taken by SILVER STAR PCS or SILVER STAR COMMUNICATIONS in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between SILVER STAR PCS and SILVER STAR COMMUNICATIONS, or any relationship other than that of co-carriers. Neither this Agreement, nor any actions taken by SILVER STAR PCS or SILVER STAR COMMUNICATIONS in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between SILVER STAR PCS and SILVER STAR COMMUNICATIONS end users or others.

17.4 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, 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.

17.5 Confidentiality

17.5.1 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 17.5.2 of this Agreement.

17.5.2 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 disclosure 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.

17.5.3 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.

17.6 Governing Law. Except as governed by Federal law, this Agreement shall be governed by the domestic laws of the State of Idaho without reference to conflict of law provisions.

17.7 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 be entitled to the exemption after furnishing 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.

17.8 Assignment. 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.

17.9 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.

17.10 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:

SILVER STAR PCS
Attn: General Manager
P.O. Box 226
Freedom, WY 83120

SILVER STAR COMMUNICATIONS
Attn: Ron McCue, V.P./Operations
P.O. Box 226
Freedom, WY 83120

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.

17.11 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.

17.12 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.

17.13 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.

17.14 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.

17.15 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.

17.16 Entire Agreement. The terms contained in this Agreement and any Schedules, and Exhibits 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 the dates listed below.

| GOLD STAR COMMUNICATIONS, LLC dba Silver Star PCS | SILVER STAR TELEPHONE COMPANY, INC. dba Silver Star Communications |
|---|---|
| By: Michael F. Hunsaker | By: Ron B. McCue |
| Printed: Michael F. Hunsaker | Printed: Ron McCue |
| Title: Project Manager | Title: Vice President/Operations |
| Date: 11-22-05 | Date: 11-22-05 |
| | |

## Attachment A

1.0 Usage Sensitive Charges

1.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:

SILVER STAR PCS NPA/NXX: 208-399 and 208-499

SILVER STAR COMMUNICATIONS NPA/NXX: 208-483, 208-574, and 208-546

The land-to-mobile originating rate is limited in application to Land-to-Mobile (Originating) calls that originate in the Silver Star Communications EAS. The mobile-to-land terminating rate is limited in application to Mobile-to-Land (Terminating) calls that terminate at a point within the Silver Star Communications Exchange Area. All other traffic is subject to access rates.

| | | |
|---|---|---|
| 1.2 | Mobile-to-Land per minute* | $0.0324 |
| | Land-to-Mobile per minute | $0.0324 |
| | Non-EAS** (intra-state) | $0.0597 |
| | Indirect Traffic (inter-state) | $0.013649 |

*limited in application to calls originating on Carrier's system within the carriers Local Calling Area and terminating at a point in a Silver Star Communications exchange area within the EAS

**applicable to mobile-to-land calls terminating at a Silver Star Communications' NPA/NXX listed in 1.1 but which did not originate from an SILVER STAR PCS NPA/NXX listed in 1.1.

2.0 Reciprocal Compensation Credit Formula

The initial Reciprocal Compensation Credit Factors shall be:

Mobile to Land Factor (M-L): 70%
Land to Mobile Factor (L-M): 30%

When the Parties are unable to measure the traffic they exchange and use the Reciprocal Compensation Credit Factors instead, the reciprocal compensation credit will be calculated using the L-M and M-L Factors set forth above and as outlined below:

1. SILVER STAR COMMUNICATIONS will identify the M-L minutes originated by SILVER STAR PCS and terminated to SILVER STAR COMMUNICATIONS.

2. SILVER STAR COMMUNICATIONS will take the M-L minutes identified in No. 1 above and divide them by 70% to determine 100% of the total number of local minutes exchanged by the Parties.
3. SILVER STAR COMMUNICATIONS will then multiply the total number of minutes identified in No. 2 above by the L-M traffic factor (30%) to determine the number of L-M minutes originated by SILVER STAR COMMUNICATIONS and terminated to SILVER STAR PCS.

Example: Using 1000 minutes as an example of the total minutes originated by SILVER STAR PCS and terminated to SILVER STAR COMMUNICATIONS, the calculation would be as follows:

1. 1000 - total M-L minutes originated by SILVER STAR PCS and terminated to SILVER STAR COMMUNICATIONS
2. 1429 - total minutes exchanged by the Parties
3. 429 - total L-M minutes originated by SILVER STAR COMMUNICATIONS and terminated to SILVER STAR PCS

3.0 SILVER STAR COMMUNICATIONS shall make required facilities available to SILVER STAR PCS and the price will be based upon the applicable SILVER STAR COMMUNICATIONS' interstate or intrastate rate published in SILVER STAR COMMUNICATIONS' tariff or pricing catalog.

4.0 SHARED FACILITY FACTOR

The default Shared Facility Factor over the term of the agreement shall be:

| | |
|---|---|
| SHARED FACILITY FACTOR – SILVER STAR PCS | 70% |
| SHARED FACILITY FACTOR – SILVER STAR COMMUNICATIONS | 30% |