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September 8, 2011

Ms. Debra Howland
Executive Director and Secretary
New Hampshire Public Utilities Commission
21 South Fruit Street
Concord, NH 03301

Re: Mutual Traffic Exchange Agreement Between TDS Telecom/Hollis Telephone Company/Wilton Telephone Company and Charter Fiberlink NH-CCO, LLC

Dear Ms. Howland:

Enclosed for filing are an original and six (6) copies of a "Mutual Traffic Exchange Agreement between TDS Telecom and Charter Fiberlink NH-CCO, LLC" (the "Agreement"). The Agreement is filed jointly on behalf of TDS Telecommunications Corporation (by and through its New Hampshire affiliates, Hollis Telephone Company, Inc. and Wilton Telephone Company, Inc., d/b/a TDS Telecom) ("TDS Telecom") and Charter Fiberlink NH-CCO, LLC ("Charter").

TDS Telecom and Charter jointly request that the New Hampshire Public Utilities Commission ("NHPUC") approve the Agreement.

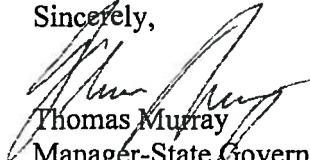
The Agreement is the result of arms-length negotiations between the two parties, does not discriminate against any other telecommunications carrier, and is consistent with the public interest, convenience and necessity.

Questions that the Commission or interested persons may have regarding this filing should be directed to me or to Charter's representative:

Charles A. Hudak, Esq.
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346
Tel: 770-399-9500

Thank you for your attention in this matter. Please let me know if you have any questions.

Sincerely,



Thomas Murray
Manager-State Government Affairs
TDS Telecom

Enclosure

cc: Kathryn M. Bailey, P.E., Director of Telecommunications, NHPUC
Meredith A. Hatfield, Esq., Consumer Advocate
Patricia S. Lewis Charter Communications Inc.
Charles A. Hudak, Esq., Friend, Hudak & Harris, LLP

MUTUAL TRAFFIC EXCHANGE AGREEMENT

New Hampshire

This Mutual Traffic Exchange Agreement ("Agreement") is made effective as of May 15, 2011 ("Effective Date") by and between the TDS Telecommunications Corporation subsidiaries or affiliates identified on Appendix A (collectively, "TDS TELECOM") and CHARTER FIBERLINK NH-CCO, LLC, with its principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri 63131 ("CHARTER FIBERLINK").

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

Section I

Scope of Agreement

CHARTER FIBERLINK and TDS TELECOM (individually, a "Party" and collectively, the "Parties") agree to exchange all local traffic, Extended Area Service traffic ("EAS") and any other forms of mandatory local traffic as defined below (hereafter referred to as "Local Traffic") with one another either by direct interconnection of their respective networks or by transiting such traffic through third-party Local Exchange Carrier ("LEC") tandems. "Mandatory Local Traffic" means the calling area, as ordered by the New Hampshire Public Utilities Commission (the "Commission") or as set forth in TDS TELECOM's filed local exchange tariff, within which a customer for basic local exchange service may make a call without incurring a monthly, per-call or per-minute charge that is different from the charge that would apply to a call within the same rate center. Local Traffic means traffic that is originated by a customer of one Party on that Party's network and terminates to a customer of the other Party on that other Party's network within a given local calling or expanded service area, as approved by the Commission. Local Traffic must actually originate and actually terminate to customers physically located within the Rate Center Area (defined in Section VI) of the defined local calling area. Reciprocal compensation for the transport and termination of Local Traffic shall be on a bill and keep basis according to Section III below.

Local Traffic does not include Internet Service Provider ("ISP") Traffic originated by an end user of one Party and routed to an ISP point of presence. However, for purposes of this Agreement, CHARTER FIBERLINK and TDS TELECOM agree to terminate each other's ISP Traffic within the local calling area on the same basis as Local Traffic pursuant to Section III below.

Execution of this Agreement does not waive or prejudice any positions either Party has taken previously or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters specifically related to, the types of arrangements prescribed in this Agreement.

Section II Interconnection Arrangements

Direct Interconnection:

At CHARTER FIBERLINK's request, TDS TELECOM and CHARTER FIBERLINK will physically interconnect their facilities at one mutually agreed upon, technically feasible point of interconnection ("POI"), and exchange traffic between their respective customers. No telecommunications traffic originated by a provider that is not a Party to this Agreement shall be routed over the direct interconnection facilities between CHARTER FIBERLINK and TDS TELECOM; provided, however, that, in the event that such traffic is routed over the direct interconnection facilities between the Parties for any reason, the Party delivering such traffic to the terminating Party agrees that it will pay any compensation owed to the terminating Party under this Agreement for any and all traffic it delivers, on the same basis as if it had originated such traffic.

CHARTER FIBERLINK shall provide and bear the cost of its own facilities and transport for the delivery of traffic to and/or from its switch to the POI. Alternatively, CHARTER FIBERLINK may purchase facilities from a third party or from TDS TELECOM for the delivery of such traffic. Rates for facilities and transport or other services purchased from TDS TELECOM are specified in TDS TELECOM's applicable Local or Access Tariff. TDS TELECOM shall provide and bear the cost of its own facilities and transport for the delivery of traffic to and/or from its switch to the POI. As mutually agreed upon by the Parties, one-way or two-way direct End Office trunk group(s) for Local Traffic may be established between a CHARTER FIBERLINK switch (or its equivalent) and a TDS TELECOM End Office switch. Overflow from either end of a direct local interconnection trunk group(s) may be alternate routed to the appropriate access tandem.

Orders between the Parties to establish, add, change or disconnect trunks shall be processed using an Access Service Request ("ASR"). Where two-way trunk group(s) are used, they shall be jointly provisioned and maintained. CHARTER FIBERLINK will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Both Parties will jointly manage the capacity of local interconnection trunk groups. Either Party may send a Trunk Group Service Request ("TGSR") to the other Party to trigger changes to the local interconnection trunk groups based on capacity assessment. The Parties agree that neither Party shall alter trunk sizing without first conferring with and agreement by the other Party.

If the Parties are unable to agree upon a POI or direct trunking arrangements within 60 days after CHARTER FIBERLINK has requested Direct Interconnection pursuant to this Section II, then either Party may petition the Commission to arbitrate any unresolved issues related to establishment of a POI or direct trunking arrangements. During the pendency of any dispute regarding the establishment of a POI or determination of direct trunking arrangements, neither Party shall discontinue or interrupt the exchange of Local Traffic or the provision of other services pursuant to this Agreement.

Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party agrees to provide reasonable notice of changes in the information necessary for the transmittal and routing of services using facilities or networks, as well as other changes that affect the interoperability of those respective facilities or networks.

Indirect Interconnection:

The Parties agree that all Local Traffic not exchanged via direct interconnection established at CHARTER FIBERLINK's request pursuant to Section II, Direct Interconnection above, shall be exchanged by transiting such traffic through third party LEC tandems to which both Parties' networks are interconnected, directly or indirectly ("Transit Provider"). Each Party shall be responsible for delivering its traffic to the Transit Provider and for ensuring that it has facilities in place to each Transit Provider used to transit traffic between the Parties' networks. If after the Effective Date, TDS TELECOM is assessed transit charges by the Transit Provider associated with Local Traffic originated by its customers and terminated to CHARTER FIBERLINK customers, the Parties agree that this shall represent a material change in which case, TDS TELECOM, may, by written notice to CHARTER FIBERLINK, request that this Agreement be renegotiated and if necessary, submitted to the Commission for arbitration to address the Parties' additional rights and responsibilities associated with such change. During the pendency of any renegotiation and/or arbitration neither Party shall discontinue or interrupt the exchange of Local Traffic or the provision of other services under this Agreement.

Section III

Compensation for Local Traffic and ISP Traffic

CHARTER FIBERLINK and TDS TELECOM agree to terminate each other's Local Traffic and ISP Traffic on a bill and keep basis of reciprocal compensation. Bill and keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party, regardless of any charges the originating Party may assess its end users, such as EAS charges.

This Agreement shall not govern the exchange of intraLATA and interstate toll traffic between the Parties. Compensation for toll traffic delivered by either Party will be billed to the end-user's preselected interexchange carrier ("IXC") pursuant to the Parties' respective filed applicable access tariffs. To the extent either Party serves as a customer's preselected IXC, such non-Local Traffic shall be segregated or otherwise separately identifiable from the Local Traffic covered by this Agreement.

Section IV

Billing

In the event that the Parties begin to pay each other reciprocal compensation for the transport and termination of Local Traffic, then Each Party will generate a monthly bill for reciprocal compensation to the other Party for such traffic. The billed Party shall pay the billing Party for all undisputed charges properly listed on the bill. Such payments

are due within forty five (45) days from the billed Party's receipt of the bill. The billed Party shall pay a late charge on any undisputed charges that have been billed but not paid within forty five (45) days after the date of the billed Party's receipt of the bill. The rate of the late charge shall be the lesser of one percent (1.0%) per month or the maximum amount allowed by law. The billed Party shall pay the billing Party the reasonable costs of the billing Party's expenses related to collection of overdue bills for undisputed amounts, such costs to include reasonable attorney's fees. All disputed charges shall be resolved in accordance with the Dispute Resolution procedures of Section IX of this Agreement.

Section V Business Records

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 a review, no more than once annually, of the relevant data possessed by the other Party to assure compliance with the provisions of this Agreement. The review will consist of any examination and verification of data involving records, systems, procedures and other information related to the services performed or traffic delivered by either Party in connection with this Agreement. Each Party's right to access information for verification review purposes is limited to data not in excess of twenty-four (24) months old. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide reasonable access to necessary and applicable information during normal business hours at no charge to the reviewing Party.

Section VI Office Code Translations

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

Unless mandated otherwise by a Commission Order, the Rate Center Areas will be the same for each Party. "Rate Center" or "Rate Center Area," as used in this Agreement, means an area that uses a common surrogate call origination or call termination point when determining point-to-point local or toll calling charges. "Rate Center Points" are used to identify the Rate Center location by V&H coordinates expressed in a paired number value. The Rate Center Point of the calling and called numbers are used to calculate distance sensitive charges, if any, to the end user.

During the term of this Agreement, in all areas where CHARTER FIBERLINK's service area overlaps the service area of an incumbent LEC, CHARTER FIBERLINK shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for the incumbent LEC. CHARTER FIBERLINK shall assign NPA-NXX codes to each Rate Center in compliance with regulatory directives, consensus industry

guidelines developed by the Industry Numbering Committee ("INC") of the Alliance For Telecommunications Industry Solutions ("ATIS"), and the North American Number Plan Administrator ("NANPA").

Section VII SS7 Signaling

CHARTER FIBERLINK and TDS TELECOM agree to interconnect their SS7 ("Signaling System 7") networks either directly or through third parties. CHARTER FIBERLINK and TDS TELECOM further agree to exchange ISUP (Integrated Services Digital Network User Part) and TCAP (Transaction Capabilities Application Part) messages. The Parties agree to set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the SS7 network with which the Parties have a legitimate signaling relation. The Parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither Party shall bill the other Party for exchange of TCAP messages when TCAP is used to support CLASS end user service features (i.e., switch-to-switch TCAP). This provision shall not be construed to require either Party to convert its networks to SS7.

Section VIII Term of Agreement

This Agreement shall commence when fully executed and have an initial term of two (2) years provided that either Party shall have the right to terminate this Agreement for cause on sixty (60) days written notice. In the event that either Party provides written notice of termination for cause, the Party receiving such written notice will have sixty (60) days after receipt of such notice to cure any such cause for termination. If such cause for termination is not cured within this sixty (60) day period, then this Agreement will terminate pursuant to such written notice of termination, unless either Party has initiated the Dispute Resolution provisions, Section IX, with regard to such cause and/or cure. In the event that Dispute Resolution procedures are initiated within the 60 day notice period, this Agreement may only be terminated as to the cause and/or cure in accordance with such Dispute Resolution procedures. This Agreement shall automatically renew for successive one-year periods unless a Party provides written notice of termination at least one hundred eighty (180) days prior to the end of any term. In the event of any expiration or termination of this Agreement, neither Party will block Local Traffic or ISP Traffic originated by customers of the other Party except in accordance with Commission rules.

Section IX Dispute Resolution

Except as otherwise provided in this Agreement (including without limitation Section II and Section III), any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the

initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within sixty (60) business days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representative may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

If the Parties have been unable to resolve the dispute within sixty (60) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including but not limited to, instituting an appropriate proceeding before the Commission.

Notwithstanding anything to the contrary in this Agreement, with respect to a dispute relating to a service affecting condition, the Parties agree to an expedited schedule for dispute resolution. The Parties agree that service affecting disputes are of critical importance and that the Parties shall use all deliberate means to resolve such disputes on an A.S.A.P basis.

Section X

Limitation of Liability

Neither Party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. A Party's liability shall not be limited with respect to its indemnification obligations under this Agreement, nor for damages proximately caused by such Party's gross negligence or intentional misconduct.

Section XI

Indemnification

Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence or willful misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In the event said loss, cost, claim, liability, damage or expense to third parties is the result of the fault, in whole or in part, of both Parties to this Agreement, the Parties shall be entitled to indemnification or contribution to the extent permitted by applicable state law governing the apportionment, if any, of said loss, cost, claim, liability, damage or expense. In addition, the Indemnifying Party shall, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

The Indemnified Party shall (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The

Indemnified Party also shall cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense.

The Indemnifying Party shall not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense. Neither Party shall accept the terms of a settlement that involves or references the other Party without the other Party's written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Section XII

Force Majeure

If performance of this Agreement is delayed or prevented by reason of an uncontrollable circumstance that would not reasonably be considered to be a normal business risk and without its willful misconduct or negligence, including without limitation, acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, earthquakes, nuclear accidents, floods, or mass power blackouts (collectively "Force Majeure Event"), then neither Party will be held liable for any such delayed performance or failure to perform under this Agreement until such Force Majeure Event has ceased. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

Section XIII

Agency

Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

Section XIV

Nondisclosure of Confidential Information

The Parties agree that it may be necessary to exchange certain confidential information during the term of this Agreement including, without limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information ("Confidential Information").

Confidential Information shall include: (i) all information delivered in written form and marked "confidential" or "proprietary" or bearing mark of similar import; (ii) information derived by the Recipient from a Disclosing Party's usage of the Recipient's network; and (iii) CPNI, regardless of whether such information is marked "confidential", "proprietary", or bearing a mark of similar import. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement. For purposes of this Section XIV, the Disclosing Party shall mean the owner of the Confidential Information, and the Recipient shall mean the Party to whom Confidential Information is disclosed. "Confidential Information" will not include information that: (a) was in the public domain at or subsequent to the time such information was communicated to Recipient by the Disclosing Party through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such information was communicated to Recipient by the Disclosing Party; or (c) was developed by employees or agents of Recipient independently of and without reference to any information communicated to Recipient by the Disclosing Party.

Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions by the Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Notwithstanding the foregoing, both Parties shall treat all CPNI of the other Party as Confidential Information. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Recipient 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 either seek appropriate protective relief from all or part of such requirement. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party, or certify as destroyed, all Confidential Information obtained from the other Party.

Section XV Notices

Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of CHARTER FIBERLINK to:

Business Name: CHARTER FIBERLINK NH-CCO, LLC

Mailing Address: PO Box 31129
City/State/Zip Code: St. Louis, Missouri 63131-0129

Notices shall be effective three (3) business days of being sent via registered mail with return receipt requested, in the case of CHARTER FIBERLINK to:

Business Name: CHARTER FIBERLINK NH-CCO, LLC
Mailing Address: 12405 Powerscourt Drive
City/State/Zip Code: St. Louis, Missouri 63131-3674
Attention: Legal Dept. – Telephone

With a copy to:

Business Name: CHARTER COMMUNICATIONS, INC.
Attention: Carrier Relations
Mailing Address: 12405 Powerscourt Drive
City/State/Zip Code: St. Louis, Missouri 63131

and

CHARLES A. HUDAK
Friend, Hudak & Harris, LLP
Three Ravinia Drive
Suite 1450
Atlanta, Georgia 30346-2117
Telephone: 770-399-9500
Facsimile: 770-395-0000

Notices shall be effective three (3) business days of being sent via registered mail with return receipt requested in the case of TDS TELECOM to:

Business Name: TDS TELECOM
Mailing Address: P. O. Box 22995
Shipping Address: 10025 Investment Drive, Suite 200
City/State/Zip Code: Knoxville, TN 37933-0995 (37932 for shipping)
Attention: Carrier Relations
Contact Phone Number: (865) 966-4700

With a copy to:

Business Name: TDS TELECOM
Mailing Address: P. O. Box 5366
City/State/Zip Code: Madison, WI 53705-0366
Attention: Legal Affairs

Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS TELECOM
Mailing Address: P.O. Box 5158
Shipping Address: 525 Junction Rd.
City/State/Zip Code: Madison, WI 53705-0158 (53717 for shipping)
Attention: Reciprocal Compensation Verification

or to such other location as the receiving Party may direct in writing. Payments are to be made to the address indicated on the invoice.

CHARTER FIBERLINK shall ensure bills and payments reference the specific TDS TELECOM company name(s) for which traffic is being billed or paid.

Section XVI Severability

If and solely to the extent that any provision of this Agreement shall be found to be invalid or unenforceable, such offending provision(s) shall be of no effect, and shall not affect the validity of the remainder of this Agreement or any of its provisions, and the Parties shall renegotiate the offending provision(s) to best accomplish the original intentions of the Parties.

Section XVII Assignment

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that upon written notice either Party may assign this Agreement or any rights and obligations thereunder without the other Party's consent to any entity that the assigning Party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning Party whether by consolidation, merger, sale or otherwise, or in connection with a financing transaction. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Section XVIII Entire Agreement

This Agreement, including all Schedules or other exhibits attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire subject matter hereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof. If any provision of this Agreement is invalidated or modified as a result of any order or finding by the FCC, the Commission or a court of competent jurisdiction, the Parties shall negotiate in good faith any modifications to this Agreement that may be required as a result of such order or finding. No modification or waiver of any provisions of this Agreement shall be effective unless in writing and signed by both Parties.

Section XIX
Multiple Counterparts

This Agreement may be executed in counterparts and such counterparts shall together constitute one and the same instrument.

Section XX
Certification

Notwithstanding any other provision of this Agreement, TDS TELECOM shall have no obligation to perform under this Agreement until such time as CHARTER FIBERLINK has obtained Commission authorization as is required by law as a condition for conducting business in the state.

Section XXI
Third Party Beneficiaries

This Agreement is for the sole benefit of the Parties, their respective successors and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder.

Section XXII
Miscellaneous

By entering into this Agreement, TDS TELECOM does not concede that this is, and is not estopped from asserting that it is not, an interconnection agreement under 47 USC 251(c), nor does TDS TELECOM waive, or is it estopped from asserting, any rural exemption that it may have under 47 USC 251(f). This Agreement is for the exchange of traffic, not the interconnection of TDS TELECOM and CHARTER FIBERLINK as competing service providers. This Agreement does not apply to traffic originated or terminated by a third party.

Section XXIII
Governing Law

To the extent not governed by, and construed in accordance with, the laws and regulations of the United States, this Agreement shall be governed by, and construed in accordance with, the laws and regulations of the state of New Hampshire, without regard to its conflicts of laws principles. In the event of a change in applicable law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any provision hereof, the Parties shall renegotiate in good faith to modify such affected provisions as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

Section XXIV
Survival

Those obligations under this Agreement that, by their nature, are intended to continue beyond the termination or expiration of this Agreement including, without limitation, Nondisclosure of Confidential Information, Indemnification, and Limitation of Liability, shall survive the termination or expiration of this Agreement.

Section XXV

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.

TDS Telecommunications Corporation (not individually but as agent for the TDS TELECOM affiliates identified on Appendix A)

CHARTER FIBERLINK NH-CCO, LLC
By: Charter Communications, Inc., its manager

Katherine S. Barnekow
Signature Date 7/7/11

Patricia S. Lewis 7/2/11
Signature Date

Katherine S. Barnekow
Typed Name

PATRICIA S. LEWIS
Typed Name

Director-Carrier Relations
Typed Title

VICE PRESIDENT
Typed Title

Signature Page to Mutual Traffic Exchange Agreement between the Hollis Telephone Company and Wilton Telephone Company (TDS Telecom) and CHARTER FIBERLINK NH-CCO, LLC dated May 15, 2011.

APPENDIX A

Hollis Telephone Company, Inc. d/b/a TDS Telecom

Wilton Telephone Company, Inc. d/b/a TDS Telecom

April 2011