AGREEMENT FOR TRANSPORT AND TERMINATION OF TRAFFIC BETWEEN SPRINT SPECTRUM L.P. AND CLARKS TELECOMMUNICATIONS CO.

This Agreement for Transport and Termination of Traffic ("Agreement") between Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS") and Clarks Telecommunications Co. ("Clarks") (collectively referred to as the "Parties") is effective upon its execution by the undersigned Parties.

This Agreement establishes the methodology for the exchange of and compensation for telecommunications traffic originated on the network of Sprint PCS and terminated on the network of Clarks, or originated on the network of Clarks, and terminated on the network of Sprint PCS.

1.0 DEFINITIONS

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

1.1 "Act" – the Communications Act of 1934 as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Nebraska Public Service Commission ("Commission").

1.2 "Traffic" – means telecommunications traffic subject to reciprocal compensation obligations pursuant to 47 U.S.C. § 251(b)(5) of the Act.

1.3 "Party" means either Party to this agreement.

2.0 COMPENSATION AGREEMENTS

The Parties, having reviewed specific telecommunications traffic levels between Sprint PCS and Clarks, agree that each Party will meet its obligation to pay 1) reciprocal compensation pursuant to Section 251(b)(5) for Traffic, and 2) access charges for telecommunications traffic not subject to 47 U.S.C. § 251(b)(5) claimed to be due as follows:

2.1 Sprint PCS will pay Clarks the amount of $67.16 per month. Clarks will invoice Sprint PCS in the amount of $201.48 at the end of the applicable quarter year.

2.2 This amount is based upon traffic studies to identify specific telecommunications traffic patterns and volumes between Sprint PCS and Clarks.

3.0 The Parties to this Agreement recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such

data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party.

4.0 The Parties shall comply with any applicable orders, rules or regulations of the FCC, the Commission and Federal and State law during the term of this Agreement. The Parties agree and acknowledge that this Agreement constitutes an "interconnection agreement" within the terms of 47 U.S.C. Section 252(e), and shall be submitted to the Commission for approval. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public enemy, terrorist acts, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the control of the non-performing Party.

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

6.0 The terms of this Agreement are in effect for a period of twelve months beginning on the date of execution. This Agreement shall automatically renew for periods of twelve months unless terminated with 60 days written notice by either Party. If either Party gives notice of intent to renegotiate under the Act, this Agreement will remain in place until superseded by a new negotiated or arbitrated agreement.

6.1 If prior to renewal or replacement with a new negotiated or arbitrated agreement, either Party can substantiate through a traffic study or billing records, a material change in either traffic patterns or traffic volume, the Parties shall enter into good faith negotiations to amend Section 2.1 of this Agreement to reflect such changes.

6.2 Re-negotiations of Section 2.1 may be requested as part of the process to renew or replace an existing agreement or during an existing term, but not more frequently than once every six months.

7.0 A Party may not assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided, however, a Party may assign this Agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

8.0 Neither Party assumes any liability for any act or omission of the other in the furnishing of its services to its subscribers solely by virtue of entering into this Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against

any loss, costs, claims, injury or liability relating to any third-party claim arising out of any act or omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement. Furthermore, the Parties agree to arrange their own interconnection agreements with other telecommunications carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.

9.0 The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies. This Agreement can be executed in separate counterparts which together will constitute a single, integrated Agreement.

This Agreement is executed as follows:

Sprint Spectrum L.P.	Clarks Telecommunications Co.
By W Richard Morris	By Cindy L. Bittinger
W. Richard Morris Vice President, External Affairs	Cindy L. Bittinger Secretary/Treasurer
OCT - 3 2003	10-7-03
Date	Date