

**Amendment to the Traffic Exchange Agreement by and between
Mid-Missouri Telephone Company and Verizon Wireless**

This is an Amendment ("Amendment") to the Traffic Exchange Agreement between the entities listed on the signature page of this Amendment collectively d/b/a Verizon Wireless ("VZW"), a Delaware general partnership, and Otelco Mid-Missouri, LLC, f/d/b/a Mid-Missouri Telephone Company ("Mid-Missouri"), jointly the "Parties".

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement effective November 16, 2007 as approved by the Missouri Public Service Commission in IK-2008-0221 (the "Agreement"), pursuant to 47 U.S.C. 251/252; and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of all Intra-MTA traffic, and that this is to be considered a change of law; and

WHEREAS, the Federal Communications Commission, in an order released December 23, 2011, has provided that such bill-and-keep arrangements, when requested before July 1, 2012, shall become effective July 1, 2012; and

WHEREAS Verizon Wireless elects to apply a bill-and-keep arrangement to all Intra-MTA traffic between the Parties; and

WHEREAS, the Agreement contains a "change of law" provision that authorizes the Parties to amend the Agreement to comport with a change in law; and

WHEREAS, the Parties desire to amend the Agreement to provide for a bill-and-keep arrangement, for the exchange of all Intra-MTA traffic between them, such bill-and-keep arrangement to become effective July 1, 2012;

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

1. The term "Local Telecommunications Traffic" set forth in Section 1.19 of Article II of the Agreement is changed to "Non-Access Telecommunications Traffic". The term "InterMTA Traffic" set forth in Section 1.16 of Article II of the Agreement is changed to "Access Telecommunications Traffic".
2. From July 1, 2012, forward, all Non-Access Telecommunications Traffic exchanged between Mid-Missouri and VZW shall be compensated pursuant to bill and keep rates, which means that each party will charge the other party \$0.00 per minute of use ("bill and keep") for transporting and terminating such traffic pursuant to the Agreement.
3. In the event the provisions of the FCC Order of November 18, 2011, as modified by the FCC Order of December 23, 2011, and the rules implementing these orders with respect to imposing bill-and-keep compensation for Non-Access (intraMTA) Telecommunications Traffic terminating after July 1, 2012, are reversed by a final decision of a Court of

competent jurisdiction, that decision shall be treated as a subsequent change of law and incorporated into the provisions of the Agreement.

4. The second paragraph of Section 5.1. is deleted and replaced with the following:
"The rate for Reciprocal Compensation for Non-Access Telecommunications Traffic shall be \$0.00 per minute."
5. The Access factor described in Section 5.2. shall be changed to 12%. The following three sentences shall be added at the end of section 5.2: "If, after January 1, 2013, either party provides to the other an Access Telecommunications traffic study based upon, but not necessarily limited to, calling and called party information (e.g., originating and terminating NPA NXX, minutes of use, available detail, if any, identifying the location of the VZW calling or called customer at the beginning of the call, or available detail, if any, identifying the location of the cell tower serving VZW calling or called customer at the beginning of the call, etc.) which, for at least three consecutive billing periods, indicates an amount of interMTA traffic that is at least five percentage points greater or lesser than the interMTA percentage amount to which the Parties previously agreed, the parties shall cooperate in good faith to amend the Agreement to reflect this revised interMTA percentage. Either party proposing to initiate an Access Telecommunications traffic study for the purpose of proposing changes to the Agreement will provide the other Party not less than thirty (30) days' notice of intent to conduct the study, and the opportunity for the other Party to participate in the establishment, conduct, and results of the study, or to conduct a parallel study providing the same opportunity to the proposing party, Such studies or reexaminations shall be conducted no more frequently than once annually"
6. This Amendment shall be effective July 1, 2012.
7. This Amendment shall remain effective as long as the Agreement remains effective between the Parties, subject to future changes of law.
8. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
9. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Alltel Communications LLC d/b/a Verizon Wireless Otelco Mid-Missouri, LLC

Cellco Partnership d/b/a Verizon Wireless

Missouri RSA #15 Limited Partnership
d/b/a Verizon Wireless
By Alltel Communications, LLC, Its
General Partner

Missouri RSA 2 Limited Partnership d/b/a
Verizon Wireless
By Alltel Communications, LLC, Its
Managing General Partner


Missouri RSA 4 Limited Partnership d/b/a
Verizon Wireless
By Alltel Communications, LLC, Its
Managing General Partner

St. Joseph CellTelCo d/b/a Verizon
Wireless
By Verizon Wireless (VAW) LLC, Its
General Partner

Verizon Wireless (VAW) LLC d/b/a
Verizon Wireless

WWC License LLC d/b/a Verizon
Wireless
By Alltel Communications, LLC, Its Sole
Member

By: 
Beth Ann Drohan

By: 
Todd Wessing

Title: Area Vice President - Network

Title: Vice President, General Manager

Date: 7/17/12

Date: 7/23/12