

**AMENDMENT TO THE INTERCONNECTION AND RECIPROCAL
COMPENSATION AGREEMENT BETWEEN NORTHWEST MISSOURI
CELLULAR LIMITED PARTNERSHIP AND GRAND RIVER MUTUAL
TELEPHONE CORPORATION**

This Amendment to the Interconnection and Reciprocal Compensation Agreement (“Amendment”) is entered by between Northwest Missouri Cellular Limited Partnership, a commercial mobile radio service operator (“NWMC”), and Grand River Mutual Telephone Corporation, an Incumbent Local Exchange Carrier (“ILEC”), certificated to provide local exchange services in the State of Missouri (NWMC and ILEC are also sometimes referred to as “Party” or, collectively, “Parties”).

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection and Reciprocal Compensation Agreement (“Agreement”) pursuant to Section 251(b)(5) of the Telecommunications Act of 1996; and

WHEREAS, the Federal Communications Commission (“FCC”) issued its Universal Service Fund/Intercarrier Compensation Transformation Order, FCC 11-161 on November 18, 2011¹, and its Order on Reconsideration, FCC 11-189 on Dec. 23, 2011² (“USF/ICC Transformation Order”) which, among other things, provides that bill and keep shall be the default compensation arrangement between the Parties for the exchange of Telecommunications Traffic subject to reciprocal compensation between Commercial

¹ In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, “Report and Order and Further Notice of Proposed Rulemaking”, FCC 11-161 (rel. Nov. 18, 2011).[hereinafter “USF/ICC Transformation Order”]

² USF/FCC Transformation Order, Order on Reconsideration, FCC 11-189 (rel. Dec. 23, 2011).

Mobile Radio Service (CMRS) providers and Local Exchange Carriers (“LECs”); and

WHEREAS, the FCC also provided for an interim arrangement for the responsibility of transport costs for Telecommunications Traffic subject to reciprocal compensation for certain LECs; and

WHEREAS, the Parties hereto desire to amend the Agreement to implement a bill and keep compensation mechanism and clarify the responsibility for certain transport costs as established by the FCC’s USF/ICC Transformation Order; and

WHEREAS, the Parties also desire to amend the Agreement to update and/or revise certain other terms and conditions of the Agreement.

NOW THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

AMENDMENT TO THE AGREEMENT

The above written recitals are incorporated into the Amendment by reference herein.

SECTION 3 – TRAFFIC EXCHANGE

The Parties intend to amend the Agreement to incorporate the FCC’s interim default provision(s) regarding the responsibility for the transport costs applicable to Telecommunications Traffic subject to reciprocal compensation exchanged between a CMRS provider and rural, rate of return regulated LECs by deleting Section 3.1 of the Agreement and replacing it with the following:

- 3.1 The Parties may exchange traffic under this Agreement by each Party physically connecting its network to a third-party tandem provider, which

shall transit the traffic between the two Parties. Each Party shall be responsible for establishing appropriate contractual relationships with this third-party tandem provider for interconnecting with its network and transiting traffic over that network to the other Party. Each Party shall be responsible for providing the trunks from its network to the point of interconnection with the third-party tandem provider's network. The Parties agree that ILEC will be responsible for transport to NWMC's chosen interconnection point when the interconnection point is located within the ILEC's service area. When NWMC's chosen interconnection point is located outside ILEC's service area, ILEC's financial obligation for transport and provisioning stops at the meet point between the ILEC and its designated tandem provider. NWMC is not responsible for transport of ILEC traffic sent to an IXC.

SECTION 4 – COMPENSATION

The Parties intend to amend the Agreement to incorporate the FCC's compensation mechanism for Telecommunications Traffic subject to reciprocal compensation exchanged between LECs and CMRS providers by deleting Section 4.1.1 in its entirety and replacing it as follows:

- 4.1.1 The Parties agree that, beginning as of July 1, 2012 ("Effective Date"), Telecommunications Traffic subject to reciprocal compensation originated by an end user of one Party and terminated to an end user of the other Party will be bill and keep (i.e. each Party will cease billing the other reciprocal compensation at the per minute-of-use, reciprocal compensation rates

contained in the Agreement and, thereafter, neither Party will charge the other Party for Telecommunications Traffic subject to reciprocal compensation in either direction exchanged between the Parties.

Further the Parties intend this bill and keep compensation arrangement to be limited to the exchange of traffic originating from or terminating to a CMRS provider. In that regard, the Parties agree that this Amendment only applies calls that are initiated by or terminated to NWMC in its capacity as a CMRS provider. The re-origination of a call originated by a non-CMRS provider over a wireless link in the middle of the call path does not convert a wireline-originated call into a CMRS-originated call for purposes of reciprocal compensation. See USF/ICC Transformation Order, ¶1006.

SECTION 15 – NOTICE

The Parties agree to amend the notice section of the Agreement to reflect the change in contact persons and/or their address as follows:

In the case of NWMC to:

Northwest Missouri Cellular Limited Partnership
Attn: Roger Bundridge, General Manager
1218 South Main
Maryville, MO 64468

In the case of ILEC to:

Grand River Mutual Telephone Corporation
Attn: Ron Hinds, CEO
1001 Kentucky Street
Princeton, MO 64673
Tele. No.: 660/748-3231
Fax No.: 660/748-4747

With a copy to:

Brian T. McCartney
Brydon, Swearngen & England P.C.
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102-0456
Telephone Number: 573/635-7166
Facsimile Number: 573/634-7431

SECTION 20 – MISCELLANEOUS

The Parties agree to amend the Agreement to add the following provisions:

a. Except as expressly set forth in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect without change.

b. The Parties agree that this Amendment will act to supersede, amend and modify the applicable provisions contained in the Agreement to the extent necessary to give effect to this Amendment. To the extent there are any inconsistencies between the provisions of this Amendment and the Agreement, the provisions in this Amendment shall govern.

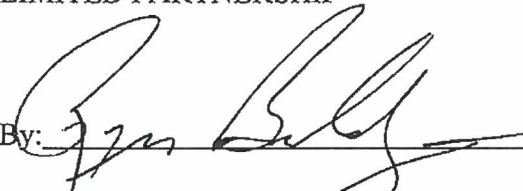
c. The Parties enter this Amendment without waiving or prejudicing any position they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters related to compensation for traffic exchanged between the Parties over their respective networks.

d. This Amendment may be executed in counterparts, and, when so executed and delivered, shall constitute the original Amendment and all such separate counterparts shall constitute but one of the same instrument. Facsimile counterparts of the Amendment shall also constitute an original for all purposes.


e. The individuals signing this Amendment represent and warrant that each is authorized or empowered to enter into this Amendment on behalf of its respective Party.

IN WITNESS WHEREOF, the Parties hereto make and execute this Amendment to the Agreement to be effective upon approval by the Missouri Public Service Commission.

NORTHWEST MISSOURI CELLULAR
LIMITED PARTNERSHIP

By: 
Printed: Roger Bundridge
Title: General Manager
Date: 9/1/20

GRAND RIVER MUTUAL TELEPHONE
CORPORATION

By: 
Printed: Ron Hinds
Title: CEO
Date: 9/3/2020