

**Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement
between MoKan Dial, Inc. and Verizon Wireless**

This is an Amendment ("Amendment") to the Wireless Interconnection and Reciprocal Compensation Agreement between the entities listed on the signature page of this Amendment collectively d/b/a Verizon Wireless ("VZW"), a Delaware general partnership, and MoKan Dial, Inc. ("MOKAN DIAL"), jointly the "Parties".

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement effective April 29, 2005 as approved by the Missouri Public Service Commission in TK-2006-0453 (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 "Telecommunications Traffic" set forth in Section 1.27 of the Agreement is changed to "Non-Access Telecommunications Traffic". The term "InterMTA Traffic" set forth in Section 1.11 of the Agreement is changed to "Access Telecommunications Traffic".
2. From July 1, 2012, forward, all Non-Access Telecommunications Traffic exchanged between ILEC and VERIZON WIRELESS shall be compensated pursuant to bill and keep

rates, which means that the parties will charge each other \$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 Reciprocal Compensation rate found in Attachment A Section 1 of the Agreement shall be \$0.0 per minute of use.
5. The renewal terms described in Section 8.1 shall be changed from "successive six-months periods" to "successive one-month periods".
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 MoKan Dial, Inc.
Wireless**

**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
Beth Ann Drohan

By: Deborah Nobles
Deborah Nobles

Title: Area Vice President - Network

Title: Vice President Regulatory Affairs

Date: 5/21/12

Date: 6/7/12