

AMENDMENT

BETWEEN

**SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T
MISSOURI**

AND

CHARITON VALLEY COMMUNICATIONS CORPORATION

Signature: eSigned - Kirby J. UnderbergName: eSigned - Kirby J. Underberg
(Print or Type)Title: General Manager
(Print or Type)Date: 03 Feb 2017

Chariton Valley Communications Corporation

Signature: eSigned - William BockelmanName: eSigned - William Bockelman
(Print or Type)Title: DIR-INTERCONNECTION AGREEMENTS
(Print or Type)Date: 03 Feb 2017Southwestern Bell Telephone Company d/b/a AT&T
MISSOURI by AT&T Services, Inc., its authorized
agent

Description	ACNA Code(s)
ACNA(s)	HVC

**AMENDMENT TO THE AGREEMENT
BETWEEN
CHARITON VALLEY COMMUNICATION CORPORATION, INC.
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI**

This Amendment (the "Amendment") amends the Cellular/PCS Interconnection Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T MISSOURI, hereinafter referred to as "AT&T" and Chariton Valley Communication Corporation, Inc. ("CARRIER"). AT&T and CARRIER are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T and CARRIER are parties to a Cellular/PCS Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved July 20, 2005 and as subsequently amended (the "Agreement"); and

WHEREAS, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties; and

WHEREAS, Chariton Valley Communication Corporation, Inc. has changed its name to "Chariton Valley Communications Corporation", and wishes to reflect that name change as set forth herein.

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

1. DEFINITIONS:

- 1.1 "IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User of AT&T and the CMRS Provider's End User. All references to local Telecommunications, Local Telecommunications Traffic, Local Traffic, local traffic, Local Calls, Local Calls Traffic, Local Calls traffic, Local CMRS Calls, Local CMRS calls, Section 251(b)(5) Calls, Section 251(b)(5) Calls Traffic, Section 251(b)(5) Calls traffic and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".
- 1.2 "Transit Traffic" means traffic originating on CMRS Provider's network that is switched and/or transported by AT&T and delivered to a Third Party Carrier, or traffic originating on a Third Party Carrier's network that is switched and/or transported by and delivered to CMRS Provider's network. Transit Traffic is limited to Section 251(b)(5) traffic and CMRS-bound traffic within the same LATA that is routed utilizing an AT&T tandem switch where an AT&T End User is neither the originating nor the terminating party. AT&T neither originates nor terminates Transit Traffic on its network, but acts only as an intermediary. Transit Traffic does not include traffic to or from IXCs.
2. Effective July 1, 2017 (in compliance with ¶18 of FCC Order 11-189), the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
3. This Amendment is not applicable to Transit Traffic.
4. The Parties agree that the terms and conditions of this Amendment shall apply only to IntraMTA Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a CMRS Provider's network; e.g., this Amendment specifically does not include traffic that only uses a CMRA Provider's FCC licensed CMRS services to relay the call from one wireline facility to another.

5. The Parties agree to replace Section 12 from the Agreement with the following language:

12. NOTICES

- 12.1 Notices given by CARRIER to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

12.1.1 delivered by electronic mail (email).

12.1.2 delivered by facsimile.

- 12.2 Notices given by AT&T to CARRIER under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

12.2.1 delivered by electronic mail (email) provided CARRIER has provided such information in Section 12.4 below.

12.2.2 delivered by facsimile provided CARRIER has provided such information in Section 12.4 below.

- 12.3 Notices will be deemed given as of the earliest of:

12.3.1 the date of actual receipt.

12.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.

12.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.

- 12.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	CARRIER CONTACT
NAME/TITLE	Kirby J. Underberg General Manager
STREET ADDRESS	1213 East Briggs Drive, P.O. Box 67
CITY, STATE, ZIP CODE	Macon, MO 63552
PHONE NUMBER*	(660) 395-9600
FACSIMILE NUMBER	(660) 395-4403
EMAIL ADDRESS	kunderberg@charitonvalley.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's Prime Access website

*Informational only and not to be considered as an official notice vehicle under this Section.

- 12.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 12. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated

- 12.6 AT&T communicates official information to WSPs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.
6. The Agreement is hereby amended to reflect the name change from "Chariton Valley Communication Corporation, Inc." to "Chariton Valley Communications Corporation".
 7. AT&T MISSOURI shall reflect that name change from "Chariton Valley Communication Corporation, Inc." to "Chariton Valley Communications Corporation" only for the main billing account (header card) for each of the accounts previously billed to Chariton Valley Communication Corporation, Inc. AT&T MISSOURI shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T MISSOURI's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Chariton Valley Communications Corporation affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Chariton Valley Communication Corporation, Inc. with AT&T MISSOURI for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
 8. Once this Amendment is effective, Chariton Valley Communications Corporation shall operate with AT&T MISSOURI under the "Chariton Valley Communications Corporation" name for those accounts. Such operation shall include, by way of example only, submitting orders under Chariton Valley Communication Corporation, and labeling (including re-labeling) equipment and facilities with Chariton Valley Communications Corporation. Any change in CARRIER's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only CARRIER's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, CARRIER is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. CARRIER must submit the appropriate service request to AT&T-21STATE to update CARRIER's name on all applicable billing accounts (BANs), and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should CARRIER desire to change its name on individual circuits and/or End User records, CARRIER must submit the appropriate service request(s) to AT&T-21STATE to update CARRIER's name on individual circuits and/or End User records, and CARRIER is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
 9. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting WSP's agreement.
 10. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
 11. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
 12. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
 13. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
 14. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

15. For Missouri: This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.

**AMENDMENT TO
WSP SERVICE AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI
AND
CHARITON VALLEY COMMUNICATION CORPORATION, INC.**

The WSP Service Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T MISSOURI ("AT&T MISSOURI") and Chariton Valley Communications Corporation (f/k/a Chariton Valley Communication Corporation, Inc.), is hereby amended as follows.

WHEREAS, AT&T MISSOURI and Chariton Valley Communication Corporation, Inc. are the parties to that certain "WSP Service" executed as of February 14, 2005 (the "Agreement"); and

WHEREAS, Chariton Valley Communication Corporation, Inc. has changed its name to "Chariton Valley Communications Corporation", and wishes to reflect that name change as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T MISSOURI and Chariton Valley Communications Corporation hereby agree as follows:

1. This Amendment is composed of the foregoing recitals, the terms and conditions, contained within, all of which are hereby incorporated in this Amendment by this reference and constitute a part of this Amendment.
2. The Agreement is hereby amended to reflect the name change from "Chariton Valley Communication Corporation, Inc." to "Chariton Valley Communications Corporation".
3. AT&T MISSOURI shall reflect that name change from "Chariton Valley Communication Corporation, Inc." to "Chariton Valley Communications Corporation" only for the main billing account (header card) for each of the accounts previously billed to Chariton Valley Communication Corporation, Inc. AT&T MISSOURI shall not be obligated, whether under this Amendment or otherwise, to make any other changes to AT&T MISSOURI's records with respect to those accounts, including to the services and items provided and/or billed thereunder or under the Agreement. Without limiting the foregoing, Chariton Valley Communications Corporation affirms, represents, and warrants that the ACNA and OCN for those accounts shall not change from that previously used by Chariton Valley Communication Corporation, Inc. with AT&T MISSOURI for those accounts and the services and items provided and/or billed thereunder or under the Agreement.
4. Once this Amendment is effective, Chariton Valley Communications Corporation shall operate with AT&T MISSOURI under the "Chariton Valley Communications Corporation" name for those accounts. Such operation shall include, by way of example only, submitting orders under Chariton Valley Communications Corporation, and labeling (including re-labeling) equipment and facilities with Chariton Valley Communications Corporation. Any change in Carrier's name including a change in the "d/b/a", or due to assignment or transfer of this Agreement wherein only Carrier's name is changing, and no Carrier Company Code(s) (ACNA/CIC/OCN) are changing, constitutes a Carrier Name Change under this Section. For any Carrier Name Change, Carrier is responsible for providing proof of compliance with industry standards related to any Company Code(s), including notification of the name change to the appropriate issuing authority of those Company Code(s) as required. Carrier must submit the appropriate service request to AT&T-21STATE to update Carrier's name on all applicable billing accounts (BANs), and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each service request. Should Carrier desire to change its name on individual circuits and/or End User records, Carrier must submit the appropriate service request(s) to AT&T-21STATE to update Carrier's name on individual circuits and/or End User records, and Carrier is responsible for all applicable processing/administration and nonrecurring charges for each of those service request(s).
5. The Parties agree to replace Section 14 from the Agreement with the following language:

14. NOTICES

- 14.1 Notices given by WSP to AT&T under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:

- 14.1.1 delivered by electronic mail (email).
- 14.1.2 delivered by facsimile.
- 14.2 Notices given by AT&T to the WSP under this Agreement shall be in writing (unless specifically provided otherwise herein), and unless otherwise expressly required by this Agreement to be delivered to another representative or point of contact, shall be pursuant to at least one of the following methods:
- 14.2.1 delivered by electronic mail (email) provided WSP has provided such information in Section 14.4 below.
- 14.2.2 delivered by facsimile provided WSP has provided such information in Section 14.4 below.
- 14.3 Notices will be deemed given as of the earliest of:
- 14.3.1 the date of actual receipt.
- 14.3.2 notice by email shall be effective on the date it is officially recorded as delivered by delivery receipt and in the absence of such record of delivery, it shall be presumed to have been delivered on the date sent.
- 14.3.3 on the date set forth on the confirmation produced by the sending facsimile machine when delivered by facsimile prior to 5:00 p.m. in the recipient's time zone, but the next Business Day when delivered by facsimile at 5:00 p.m. or later in the recipient's time zone.
- 14.4 Notices will be addressed to the Parties as follows:

NOTICE CONTACT	WSP CONTACT
NAME/TITLE	Kirby J. Underberg General Manager
STREET ADDRESS	1213 East Briggs Drive, P.O. Box 67
CITY, STATE, ZIP CODE	Macon, MO 63552
PHONE NUMBER*	(660) 395-9600
FACSIMILE NUMBER	(660) 395-4403
EMAIL ADDRESS	kunderberg@charitonvalley.com
	AT&T CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
FACSIMILE NUMBER	(214) 712-5792
EMAIL ADDRESS	The current email address as provided on AT&T's Prime Access website

*Informational only and not to be considered as an official notice vehicle under this Section.

- 14.5 Either Party may unilaterally change its designated contact name, address, email address, and/or facsimile number for the receipt of Notices by giving written Notice to the other Party in compliance with this Section 14. Unless explicitly stated otherwise, any change to the designated contact name, address, email address, and/or facsimile number will replace such information currently on file. Any Notice to change the designated contact name, address, email address, and/or facsimile number for the receipt of Notices shall be deemed effective ten (10) calendar days following receipt by the other Party.
- 14.6 AT&T communicates official information to WSPs via its Accessible Letter, or other applicable, notification processes. These processes involve electronic transmission and/or posting to the AT&T Prime Access website, inclusive of a variety of subjects including declaration of a force majeure, changes on business processes and policies, and other product/service related notices not requiring an amendment to this Agreement.

6. This Amendment shall be deemed to revise the terms and provisions of the Agreement only to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement (including all incorporated or accompanying Appendices, Addenda, and Exhibits to the Agreement), this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Amendment.
7. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
9. The Effective Date of this Amendment shall be ten (10) days after both Parties' final authorizing signatures have been affixed to this Amendment (the "Amendment Effective Date").

PRICING SHEET

EXHIBIT A
CMRS PROVIDER /AT&T
Appendix Pricing

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non- Recurring Charge (NRC) First	Non- Recurring Charge (NRC) Additional	Per Unit
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU