

**AMENDMENT TO
THE TRAFFIC TERMINATION AGREEMENT
BETWEEN CRAW-KAN TELEPHONE COOPERATIVE AND
CINGULAR WIRELESS**

The Interconnection Agreement, effective April 29th, 2005 ("the Agreement") by and between Craw-Kan Telephone Cooperative, Inc., an Incumbent Local Exchange Company ("ILEC") and Cingular Wireless LLC ("Cingular Wireless") is hereby amended as follows:

- (1) The parties agree to delete APPENDIX 1 to the Agreement and replace with the following:

"APPENDIX 1 TO THE AGREEMENT BETWEEN CRAW-KAN TELEPHONE
COOPERATIVE AND CINGULAR WIRELESS

Rates for termination of Local Traffic via an indirect interconnection

Local Termination Rate: \$ 0.0257 per minute of use

Traffic ratio for termination of Local Traffic: 79% MTL
21% LTM

Rates for termination of Non-local Interstate Traffic shall be taken from ILEC's access tariff for interstate intraLATA traffic. That rate is variable depending upon the transport mileage and will be subject to change in this contract if subsequently changed in the tariff.

Rates for termination of Non-Local Intrastate Traffic shall be taken from ILEC's access tariff for intrastate intraLATA traffic. That rate is currently \$ 0.0722 per minute of use and will be subject to change in this contract if subsequently changed in the tariff.

NET BILLING ARRANGEMENT

ILEC will calculate the amount Cingular Wireless owes ILEC based on one hundred percent (100%) of the IntraMTA traffic originated by Cingular Wireless and delivered to ILEC for termination. ILEC will calculate the estimated ILEC traffic delivered to Cingular Wireless for termination based on the following formula: Total Minutes of Use will be calculated based on total IntraMTA MOUs (identified by CTUSR records, ATIS/OBF EMI Category 11-01-XX Records, or other mutually acceptable calculation) less any InterMTA traffic, divided by 79% (MTL percent). The Total Minutes of Use will then be multiplied by 21% (LTM percent) to determine the traffic originated by ILEC and delivered to Cingular Wireless for termination. ILEC will bill Cingular Wireless based on the total amount Cingular Wireless owes ILEC minus the amount ILEC owes Cingular Wireless."

- (2) All other terms and conditions of the Agreement remain unchanged.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
- (4) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (5) In entering into this Amendment and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s).
- (6) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval of such Commission.

This Revised Appendix 1 to the Agreement is executed this _____ day of

_____, 2006.

Signatures

Cingular Wireless LLC

Michael F. VanWeelden
(Signature)

Michael F. VanWeelden
(Print Name)

Director SCM Network
(Title)

11/2/06
(Date)

Craw-Kan Telephone Coop., Inc.

Company

Jerry James Gen Manager
(Signature)

Jerry James
(Print Name)

General Manager
(Title)

1/02/07
(Date)