

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Application for Approval of a Second)
Amendment to the Traffic Termination)
Agreement with New Cingular Wireless)
PCS, LLC and its Operating Affiliates)
d/b/a AT&T Mobility)

Case No. _____

APPLICATION

Comes now Craw-Kan Telephone Cooperative, Inc. (hereinafter "Company"), pursuant to 47 U.S.C. 252 and 4 CSR 240-3.513(6)(C), and hereby requests that the Commission approve a second amendment to the existing Traffic Termination Agreement, or interconnection agreement, between Company and New Cingular Wireless, LLC and its Operating Affiliates d/b/a AT&T Mobility ("AT&T Mobility"). In support of this Application, Company states as follows:

1. Company is an incumbent local exchange telecommunications company (ILEC), properly certificated and doing business in Missouri. The name and address of its principal contact for this case is as follows:

W.R. England, III
Brian T. McCartney
Brydon, Swearngen & England P.C.
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102-0456
(573) 635-7166 voice
(573) 634-7431 fax

3. AT&T Mobility is a Delaware limited liability company authorized to do business in the state of Missouri. Copies of filings made in this proceeding can be served upon the following contact for AT&T Mobility:

Sheila M. Paananen
Lead Carrier Relations Manager
National Access Management
AT&T Services, Inc.
26019 NE 34th Street
Redmond, WA 98053
(425) 898-9634

4. In Case No. TK-2007-0010, the Commission approved the wireless Traffic Termination Agreement between Company and AT&T Mobility. In Case No. TK-2007-0464, the Commission approved an Amendment to the original Traffic Termination Agreement.

5. In an Order released November 18, 2011 (the "FCC Order"),¹ the FCC directed that forward-looking cost based reciprocal compensation rates for intraMTA traffic exchanged by CMRS providers and ILECs be replaced with a "bill and keep" rate (i.e., zero compensation) for such traffic effective July 1, 2012, and has further directed that ILECs enter into good faith negotiations with CMRS carriers requesting amendments to existing interconnection agreements based upon change of law provisions.

6. AT&T Mobility has made such a request to Company, and thereafter AT&T and Company have voluntarily agreed to the Second Amendment for which approval is requested herein. The Second Amendment is attached hereto.

7. The Second Amendment has been negotiated, agreed, and executed voluntarily, in compliance with the aforementioned FCC Orders, by AT&T Mobility and Company.

¹ *In the Matter of the Connect America Fund, et al.*, WC Docket No. 10-90 et al. (see paragraphs 736-846), as modified by its December 23, 2011 Order in that same docket (see paragraphs 6-8).

8. There are no outstanding issues for which mediation or arbitration are needed or requested.

9. This Second Amendment has not been previously approved by this Commission.

10. The Second Amendment primarily changes the rate for intraMTA traffic exchanged between AT&T Mobility and the Company. The Second Amendment also makes other changes to the Agreement consistent with the FCC Order.

11. Company requests approval of the Second Amendment. The implementation of this Second Amendment complies with Section 252(e) of the Act in that the Second Amendment is consistent with the public interest, convenience and necessity, and does not discriminate against any telecommunications carrier.

12. Company has no pending actions or final, unsatisfied adverse judgments or decisions which involve customer service or rates that have occurred within the last three years from the date of this Application. Company has no annual report or assessment fees that are overdue.

WHEREFORE, Company respectfully requests that the Commission enter an Order approving this Second Amendment.

Respectfully submitted,

/s/ Brian T. McCartney

W.R. England, III Mo. Bar #23975
Brian T. McCartney Mo. Bar #47788
Brydon, Swearengen & England P.C.
312 East Capitol Avenue
P.O. Box 456
Jefferson City, MO 65102-0456

(573) 635-7166
(573) 634-7431 FAX
trip@brydonlaw.com
bmccartney@brydonlaw.com

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document was delivered by electronic mail this 15th day of August, 2012, to counsel of record.

Missouri Public Service Commission
P.O. Box 360
Jefferson City, MO 65102

Office of the Public Counsel
P.O. Box 7800
Jefferson City, MO 65102

Sheila M. Paananen
Lead Carrier Relations Manager
National Access Management
AT&T Services, Inc.
26019 NE 34th Street
Redmond, WA 98053

/s/ Brian T. McCartney

VERIFICATION

I, Craig R. Wilbert, General Manager of Craw-Kan Telephone
Company, hereby verify and affirm that I have read the foregoing APPLICATION and
that the statements contained herein are true and correct to the best of my information
and belief.

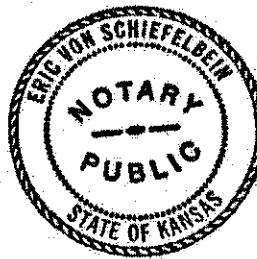
Craig R. Wilbert

STATE OF Kansas)
COUNTY OF Crawford) ss

Subscribed and sworn to me, a Notary Public, on this 15th of August, 2012.

Eric Von Schiefelbein
Notary Public

My Commission expires August 12, 2014



**SECOND AMENDMENT TO THE TRAFFIC TERMINATION AGREEMENT
BETWEEN NEW CINGULAR WIRELESS PCS, LLC, AND ITS COMMERCIAL
MOBILE RADIO SERVICES (CMRS) OPERATING AFFILIATES, D/B/A AT&T
MOBILITY AND CRAW-KAN TELEPHONE COOPERATIVE, INC.**

This Second Amendment to the Traffic Termination Agreement (Second Amendment) between New Cingular Wireless PCS, LLC, a Delaware limited liability company, and its Commercial Mobile Radio Service (CMRS) Operating Affiliates, d/b/a AT&T Mobility (“AT&T Mobility”) and Craw-Kan Telephone Cooperative, Inc., an Incumbent Local Exchange Carrier (“ILEC”), certificated to provide local exchange services in the State of Missouri (AT&T Mobility and ILEC are also sometimes referred to as “Party” or, collectively, “Parties”).

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Traffic Termination Agreement pursuant to Section 251(b)(5) of the Telecommunications Act of 1996 and an Amendment to the Traffic Termination Agreement dated April 29, 2005 (together the “TTA”);

WHEREAS, the rights and obligations of the AT&T Mobility predecessors in interest, (including Cingular Wireless, LLC) under the TTA were assigned to New Cingular Wireless PCS, LLC; and

WHEREAS, the Federal Communications Commission (FCC) issued its Universal Service Fund(USF)/Intercarrier Compensation (ICC) Transformation Order, FCC 11-161(Nov 18, 2011), on Recon, FCC 11-189 (Dec. 23, 2011) (“USF/ICC Order”) which, among other things, substantially changes the rules governing the exchange of Non-Access Telecommunications Traffic between Commercial Mobile Radio Service (CMRS) providers and

Local Exchange Carriers (LECs) and the Parties hereto desire to conform their interconnection and traffic exchange arrangements to the new rules therein established; and

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

AGREEMENT

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

SECTION 2 – DEFINITIONS

The Parties intend the TTA to incorporate certain defined terms that the FCC has used in its new USF/ICC Order. Therefore, the Parties agree that the term “Non-Access Telecommunications Traffic”, as applied to traffic exchanged between ILEC and AT&T Mobility, shall be synonymous with, and have the same meaning as, “Local Traffic” or “IntraMTA Traffic” as those terms are defined or used in the TTA. The term “Access Telecommunications Traffic” as applied to traffic exchanged between ILEC and AT&T Mobility shall be synonymous with, and have the same meaning as, “Non-Local Traffic” or “InterMTA Traffic” as those terms are defined or used in the TTA.

SECTION 3 – TRAFFIC EXCHANGE

The Parties intend the TTA to incorporate the FCC’s interim default rule regarding the responsibility for the transport costs applicable to Non-Access Telecommunications traffic exchanged between CMRS providers and rural, rate of return regulated LECs. Therefore, the Parties agree that ILEC will be responsible for transport to AT&T Mobility’s chosen interconnection point when it is located in the ILEC’s service area. When AT&T Mobility’s chosen interconnection point is located outside ILECs’ service area, ILEC’s transport and

provisioning obligation stops at its meet point and AT&T Mobility is responsible for the remaining transport to its interconnection point.

SECTION 4 – COMPENSATION

The Parties intend the TTA to incorporate the FCC's compensation mechanism for Non-Access Telecommunications Traffic exchanged between LECs and CMRS providers. Therefore, the Parties agree that, effective July 1, 2012, they will cease billing each other reciprocal compensation at the per minute-of-use, reciprocal compensation rates contained in the TTA and thereafter exchange Non-Access Telecommunications Traffic on a bill-and-keep methodology (i.e., a zero (0) intercarrier compensation rate for non-access telecommunications traffic in either direction exchanged between the Parties). Access Telecommunications Traffic terminated by one Party to the other Party will continue to be compensated at the applicable access rate(s) of ILEC.

Further, the Parties intend the TTA, and its bill and keep compensation arrangement, to be limited to the exchange of Non-Access Telecommunications Traffic originating from or terminating to a CMRS provider. In that regard, the Parties agree that the TTA will apply only to (1) traffic that originates on ILEC's network and is routed to AT&T Mobility's wireless network for termination by AT&T Mobility, and 2) traffic that originates through wireless transmitting and receiving facilities before AT&T Mobility delivers traffic to ILEC for termination by ILEC.

SECTION 10 – TERM OF THE AGREEMENT

The Parties agree to amend the term of their TTA from one that automatically renews for successive one year terms to a month-to-month agreement. The Parties further agree that they may terminate the TTA or request renegotiation of the TTA upon thirty (30) days written notice

to the other Party. If upon expiration or termination of this TTA, the Parties are negotiating a successor agreement, during such negotiation period each Party shall continue to perform its obligations and provide the services described herein under this TTA until such time as the successor agreement becomes effective.

SECTION 15 – NOTICE

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

In the case of AT&T MOBILITY:

AT&T Mobility LLC
1277 Lenox Park Blvd.
Suite 4A42
Atlanta, GA 30319
Attn: Senior Contract Manager
Phone: 404-499-6086
Fax: 404-986-8452

With a copy to:
AT&T Services, Inc.
Legal Department
675 West Peachtree Street
Atlanta, GA 30308
Attn: Interconnection Agreement Counsel
Fax: 404-927-3618

In the case of ILEC to:

Craw-Kan Telephone Cooperative, Inc.
Attn: Craig Wilbert/Brian Davied
200 North Ozark
P.O. Box 100
Girard, KS 66743
Tele. No.: 620/724-8235
Fax No.: 620/724-4099

With a copy to:

W.R. England, III
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 TTA to add the following provisions:

- a. Except as expressly set forth in this Second Amendment, all other terms and conditions of the TTA shall remain in full force and effect without change.
- b. The Parties agree that this Second Amendment will act to supersede, amend and modify the applicable provisions contained in the TTA. To the extent there are any inconsistencies between the provisions of this Second Amendment and the TTA, the provisions in this Second Amendment shall govern.
- c. This Second Amendment may be executed in several counterparts, and, when so executed and delivered, shall constitute an original TTA and all such separate counterparts shall constitute but one of the same instrument. Facsimile counterparts of the Second Amendment shall also constitute an original for all purposes.
- d. The individuals signing this Second Amendment represent and warrant they are authorized or empowered to enter into this Second Amendment on behalf of their respective Parties.

IN WITNESS WHEREOF, the Parties hereto make and execute this Second Amendment to the TTA to be effective on July 1, 2012.

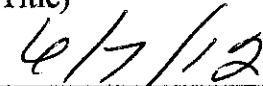
Signatures

**NEW CINGULAR WIRELESS PCS, LLC
AND ITS COMMERCIAL MOBILE RADIO
SERVICE OPERATING AFFILIATES,
D/B/A AT&T MOBILITY**

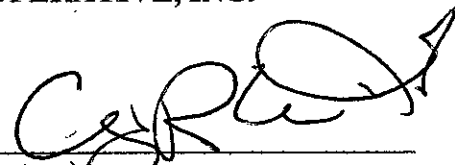

(Signature)

Sheila Paananen
(Print Name)

Lead Carrier Relations Manager
(Title)


(Date)

**CRAW-KAN TELEPHONE
COOPERATIVE, INC.**


(Signature)

Craig R. Wilbert
(Print Name)

General Manager
(Title)

06/16/12
(Date)