

Amendment to the Traffic Termination Agreement between MoKan Dial Inc. and United States Cellular Corporation

This is an Amendment ("Amendment") to the Traffic Termination Agreement between United States Cellular Corporation on behalf its affiliates licensed by the FCC to provide commercial mobile radio services ("US Cellular"), and MoKan Dial Inc. ("ILEC"), jointly the "Parties".

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement effective May 13, 2005 as approved by the Missouri Public Service Commission in TO-2005-0484 (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 US Cellular 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. Section 2.6 of the Agreement, which defines the term "Local Traffic," shall be deleted and replaced with the following: 2.6 "Non-Access Telecommunications Traffic" shall be defined in as that term is defined in section 51.701(b) of the FCC's rules, 47 C.F.R. 51.701(b). The term "Non-Local Traffic" set forth in Section 2.9 of the Agreement is changed to "Access Telecommunications Traffic".
2. From July 1, 2012, forward, all Non-Access Telecommunications Traffic exchanged between ILEC and US Cellular 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 shall be addressed according to the change of law provisions of the Agreement.
4. Appendices 1 and 2 of the Agreement are deleted in their entirety and replaced with Appendices 1 and 2 attached herein.
5. Notices for US Cellular as provided in Section 15.1 shall be replaced as follows:

Mike Dienhart
Senior Director, National Network Planning
United States Cellular Corporation
8410 West Bryn Mawr Avenue, Suite 700
Chicago, IL 60631
Phone: (773)399-7070
Fax: (773)399-4832
Email: Mike.Dienhart@uscellular.com

With a copy to:

Stephen P. Fitzell
c/o Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Phone: (312) 853-7379
Fax: (312) 853-7036
Email: sfitzell@sidley.com

Notices for ILEC as provided in Section 15.1 shall be replaced as follows:

Deborah Nobles
Vice President Regulatory Affairs
MoKan Dial Inc.
505 Plaza Circle, Suite 200
Orange Park, FL 32073
Phone: (904) 688-0029
Email: dnobles@townes.net
With a copy to:

Craig Johnson
Johnson & Sporleder, LLP
304 E. High Suite 200, P.O. Box 1670
Jefferson City, MO 65102
Phone: (573) 659-8734

Email: cj@cjlaw.com

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.

United States Cellular Corporation

MoKan Dial Inc.

By: 
(typed name) David Fiala

By: 
Deborah Nobles

Title: Director - Telco Billing,
contracts & Number Mgmt.

Title: Vice President Regulatory Affairs

Date: 10/5/2012

Date: 10/15/12

APPENDIX 1

Pursuant to Section 4.1:

Rate for termination of Non-Access Telecommunications Traffic via an indirect interconnection:

Non-Access Telecommunications Traffic Termination Rate: \$0.0 per minute

Rates for termination of Interstate Access Telecommunications Traffic shall be taken from ILEC's access tariff for interstate intraLATA traffic.

Rate for termination of Intrastate Access Telecommunications Traffic shall be taken from ILEC's access tariff for intrastate intraLATA traffic.

APPENDIX 2

Pursuant to Section 4.2:

60.0% of traffic shall be deemed to be Non-Access Telecommunications Traffic

40.0% of traffic shall be deemed to be Access Telecommunications Traffic

Of the Access Telecommunications Traffic:

20.0% shall be deemed interstate

80.0% shall be deemed intrastate