

Amendment to the Traffic Termination Agreement between Chariton Valley Telephone Corporation and Verizon Wireless

This is an Amendment ("Amendment") to the Traffic Termination Agreement between the entities listed on the signature page of this Amendment collectively d/b/a Verizon Wireless ("VERIZON WIRELESS"), a Delaware general partnership, and Chariton Valley Telephone Corporation ("ILEC"), jointly the "Parties".

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement effective February 5, 2004 as approved by the Missouri Public Service Commission in TK-2005-0189 (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. In applying this Amendment, "VERIZON WIRELESS" shall be substituted for "ALLTEL" in the Agreement.
2. The term "Local Traffic" set forth in Section 2.7 of the Agreement is changed to "Non-Access Telecommunications Traffic". The term "Non-Local Traffic" set forth in Section 2.9 of the Agreement is changed to "Access Telecommunications Traffic".

3. 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.
4. 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.
5. Appendix 1 of the Agreement is deleted in its entirety and replaced with Appendix 1 attached herein.
6. The renewal terms described in Section 10.1 shall be changed from "successive one-year terms" to "successive one-month terms".
7. Notices for VERIZON WIRELESS as provided in Section 15.1 shall be replaced as follows:

Verizon Wireless
Network Interconnection
1120 Sanctuary Parkway
Alpharetta, GA 30009

With a copy to:
Verizon Wireless
Regulatory Counsel – Interconnection
1300 I Street NW
Suite 400W
Washington, D.C. 20005

Notices for ILEC shall be replaced as follows:

James Simon
General Manager
Chariton Valley Telephone Corporation
1213 E. Briggs Drive, P.O. Box 67
Macon, MO 63552

With a copy to
Craig Johnson
Johnson & Sporleder, LLP
304 E. High Suite 200, P.O. Box 1670
Jefferson City, MO 65102

8. This Amendment shall be effective July 1, 2012.

9. This Amendment shall remain effective as long as the Agreement remains effective between the Parties, subject to future changes of law.
10. 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.
11. 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 Wireless Chariton Valley Telephone Corporation
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: James A. Simon
James A. Simon

Title: Area Vice President - Network

Title: General Manager

Date: 5/31/12

Date: 6/18/12

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 interLATA traffic.

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