

**AMENDMENT NO. 1 TO
INTERCONNECTION AGREEMENT
BETWEEN
SOUTHEAST NEBRASKA COMMUNICATIONS, INC.
AND
SPRINT COMMUNICATIONS COMPANY, L.P.**

This Amendment No. 1 ("Amendment") modifies the terms of the Interconnection and Reciprocal Compensation Agreement between Southeast Nebraska Communications, Inc., f/n/a Southeast Nebraska Telephone Company ("SNC"), and Sprint Communications Company, L.P. ("Sprint").

RECITALS

WHEREAS, Sprint and SNC entered into an Interconnection and Reciprocal Compensation Agreement that was approved by the Nebraska Public Service Commission (the "Commission") on January 8, 2008, in Application No. C-3885 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement in accordance with the terms and conditions contained herein.

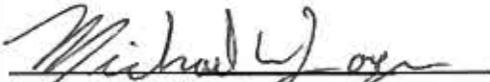
AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement to Include Directories: The Agreement shall be amended to include the directories attachment that is attached to this amendment as Attachment A.
2. Effective Date of Amendment: This Amendment shall be deemed effective as of the later date of signature hereof by the Parties.
3. Defined Terms; Ratification of Agreement: Unless otherwise defined herein, all capitalized terms used in this Amendment and Attachment A shall be defined as provided in the Agreement. Except as expressly amended pursuant to the terms of this Amendment, the Parties hereby ratify and confirm all other terms and conditions of the Agreement.

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 to be an original, but all of which shall constitute one and the same instrument.

Sprint Communications Company, L.P.
("Sprint")


Authorized Signature

Michael W. Logan
Name Printed/Typed

7/16/09
Date

Southeast Nebraska Communications, Inc.
("SNC")


Authorized Signature

Elizabeth A. Sichel
Name Printed/Typed

7/21/09
Date

ATTACHMENT A
DIRECTORIES

This Attachment A sets forth the terms and conditions with respect to the printing and distribution of directories in addition to the terms and conditions set forth in the Agreement.

I. General Information Regarding Service

- A. SNC provides SNC End Users with directories for the Local Service Area. The directories contain both white page and yellow page listings. The directory is published by a third party.
- B. SNC will include Sprint End Users listings in the white page section of the directory in accordance with this Attachment.
- C. Sprint End Users may purchase yellow page listings on the same pricing structure and general terms as are available to SNC End Users.
- D. The provision of listings and directories and all other obligations under this Attachment shall be referred to as "Directory Service" in this Attachment.
- E. Any references in this Attachment to SNC procedures, practices, requirements, or words of similar meaning, shall also be construed to include those of SNC's contractor that publishes the directory.
- F. SNC shall maintain full authority over the directory publishing schedules, procedures, standards, and practices, and over the scope and schedules of the directory. All Sprint listings shall be subject to such publishing schedules, procedures, standards, and practices, and scope and schedules of SNC's Directory. SNC shall periodically supply Sprint with updates concerning publishing schedules and related matters. Nothing in this Agreement shall be construed as limiting SNC from entering into an agreement with a third party, in its sole discretion, to act as publisher.
- G. SNC is hereby authorized to provide Sprint End User listing information to third party directory publishers upon such publisher's request.

II. Directory Service Provided

- A. SNC will make available one basic white page listing, in the same form as used for SNC End Users, for each Sprint End User phone number, for whom Sprint provides to SNC listing information, located within the geographic scope of the directory.
- B. SNC will make available one basic yellow page listing, in the same form as used for SNC End Users, for each Sprint [business] End User phone number located within the geographic scope of the directory. All yellow page heading listings and decisions are within the sole discretion of SNC.
- C. Under no circumstances shall Sprint provide any End User information to SNC for any Sprint End User who has requested that their listing not be published in the directory.
- D. Additional or enhanced listings will be provided to Sprint End Users on the same terms as provided to SNC End Users.
- E. Listings will be interspersed with SNC in the directory with no discernible differentiation in the listings.

III. Listing Process

- A. Sprint will furnish to SNC subscribers listing information pertaining to Sprint End users located within the local directory scope, along with such additional information as SNC may be required to prepare and print the alphabetical listings of the directory ("Initial Compilation Process")
- B. Sprint will be provided the format requirements and procedures for submitting directory information and the due dates for directory listing information from SNC.
- C. Directory information shall be sent to SNC once per year by deadline provided by SNC
- D. Sprint will be provided a Galley review process on the same terms as is provided to SNC.

IV. Directory Distribution

- A. The once-a-year delivery of new directories will be delivered to Sprint End Users in the same manner as books are delivered to SNC End Users. Currently books are mailed. The number of directories delivered will be on

the same terms as delivered to SNC End Users. Currently, one directory is delivered for each phone line.

- B. Sprint shall provide delivery information as requested by SNC.
- C. Sprint is responsible for all subsequent delivery of directories to new or existing End Users. Sprint will be delivered a requested amount of directories, based upon a reasonable estimate, not to exceed twenty percent of the current customers, which Sprint will need for its current and new End Users based upon a forecast provided by Sprint before directory publication ("Initial Requested Amount"). Sprint may order additional directories at the time of the initial request ("Initial Purchased Amount"). There may be no availability of directories beyond the Initial Requested Amount and the Initial Purchased Amount provided to Sprint. Any directories provided to Sprint after the initial forecasted order shall be purchased, if available, at the rate in the pricing section.

V. Limitation of Liability

SNC will not be liable to Sprint for any losses or damages arising out of errors, interruptions, defects, failures, delays, or malfunctions of the Directory Service unless said losses or damages result from SNC's gross negligence, willful, wanton or intentional misconduct. Any losses or damages for which SNC is held liable under this Agreement to Sprint, shall in no event exceed the amount of charges billed to Sprint for Directory Service with respect to the period beginning at the time notice of the error, interruption, defect, failure, or malfunction is received by SNC to the time the Directory Service is corrected.

Sprint agrees to defend, indemnify, and hold harmless SNC from any and all losses, damages, or other liability that SNC may incur as a result of claims, demands, wrongful death, actions, or other claims by any party that arise out of any directory provided to a Sprint End User, a Sprint End User's use of the directory or Directory Services or the negligence or wrongful act of Sprint except to the extent any such losses, damages or other liability solely from SNC's gross negligence or willful misconduct.

Sprint will defend SNC against all Sprint End User claims just as if Sprint had provided such Directory Service to its End User with Sprint's own employees and will assert its contractual or tariff limitation of liability, if any, for the benefit of both SNC and Sprint.

In no event shall SNC be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether SNC has been advised of the likelihood of such loss or damage and regardless of the form of action.

Sprint agrees to release, defend, indemnify, and hold harmless SNC from any claims, demands, or suits with respect to any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly or indirectly, by SNC employees or equipment associated with provision of the Directory Services, except to the extent any such losses, damages or other liability is based on or results from SNC's gross negligence or willful misconduct. This provision includes but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used in connection with Directory Service.

This Agreement does not create any joint venture, partnership, or employment relationship between the Parties or their employees, and the relationship between the Parties shall be that of independent contractors. There are no intended third-party beneficiaries to this Agreement.

VI. Pricing

Initial Compilation Process - \$350.

White Page Listing

Initial Basic Listing – No Charge

Additional or Enhanced Listing – \$1.00 per Month

Additional line - \$1.00 per month

Yellow Page Listing

Initial Basic Listing – No Charge

All additional yellow page listing or advertising purchased from publisher

Additional Directories

Initial Requested Amount – No Charge

Initial Purchased Amount – Based on pricing from publisher.

Any directories provided to Sprint after the initial forecasted order shall be purchased, if available, at the rate of \$10.00 per directory.

Galley Review

Initial Galley – No Charge

Additional Galleys - \$150.00 for each additional Galley provided, if available and publishing schedule allows for additional review.

Manual Listing Changes - \$3.00 per each listing change.

Interconnection Agreement Application

Applicant #1

 Company Name Southeast Nebraska Communications, Inc.

 Current Authority Local Exchange Carrier

 Application No. C-

 Contact Person Beth Sickel

 Address 110 West 17th Street

 City, State, Zip Falls City, Nebraska 68355

 Phone (402) 245-4451

E-Mail

esickel@sentco.com
Applicant #2

 Company Name Sprint Communications Company, L.P.

 Current Authority Local Exchange Carrier

 Application No. C-

 Contact Person Karin E. Gray-Medlin

 Address 6330 Sprint Parkway

 City, State, Zip Overland Park, KS 66251

 Phone (913) 762-3948

E-Mail

Karin.E.Gray@sprint.com
Type of Filing:

SGAT

Negotiated

252(i): Provide docket number of the agreement you are adopting:

C-_____

Amendment: Provide docket number of the original agreement:

 C- 3085
Copies of Interconnection Agreement:

- Have you included an original (signed by both parties) of the agreement/amendment **and** one copy?
- Have you included **an electronic copy** of the agreement/amendment?
- Have you included the **\$200.00 filing fee**?