

**Amendment to the Interconnection Agreement between New Cingular Wireless PCS, LLC,
and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility, and
Blair Telephone Company**

This is an Amendment (“Amendment”) to the Interconnection Agreement 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 (hereafter “AT&T Mobility”), and Blair Telephone Company (“LEC”), a rural rate-of-return local exchange carrier, jointly the “Parties”.

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement (the “Agreement”), pursuant to 47 U.S.C. 251/252; and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011 (the “November 18 Order”), 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’s November 18 Order included a specific provision regarding the rights and obligations of rural rate-of-return LECs with respect to the origination of Intra-MTA CMRS calls; and

WHEREAS, the Federal Communications Commission, in a clarification 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 AT&T Mobility requests 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. From July 1, 2012, forward, all Intra-MTA traffic between the Parties shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other for the transport and termination of the other's traffic; provided, however, that
2. LEC's obligation for transport of intraMTA traffic shall stop at the CMRS provider's chosen interconnection point, when that point is located within the LEC's service area. When the CMRS provider's chosen interconnection point is located outside the LEC's service area, the LEC's transport obligation for intraMTA traffic stops at its meet point, and the CMRS provider is responsible for the remaining transport of intraMTA traffic to its interconnection point.
3. For all AT&T Mobility transport obligations arising pursuant to paragraph 2 AT&T Mobility shall have the right to implement the least cost routing solution, and LEC shall work cooperatively with AT&T Mobility to implement the least cost routing solution.
4. If the LEC's originated intraMTA traffic, being routed through a third-party transit provider, cannot be distinguished from the LEC's originated interMTA traffic, and any other non-intraMTA traffic originated by the LEC, being routed through a third-party transit provider, LEC shall cooperate with the third-party transit provider and AT&T Mobility to develop a mutually agreeable traffic study that identifies the percentage of LEC-originated, intraMTA traffic being routed to AT&T Mobility through the third-party transit provider, compared to the total, LEC-originated traffic being routed through that transit provider. LEC and AT&T Mobility will use all reasonable efforts to complete and implement the traffic study no later than six months after a request for the study by AT&T Mobility. Upon request, such study shall be updated by the parties, but no more than once per year unless agreed by the parties.
5. Direct interconnection trunks shall be two-way trunks.
6. Two-way direct interconnection trunks shall meet at a point of interconnection on LEC's service territory boundary. Each Party shall be responsible for all trunk costs on its side of the point of interconnection.

7. LEC shall notify AT&T Mobility within ten (10) days of any change in its status as a rural rate-of-return LEC. In the event of any such change, LEC will, upon AT&T Mobility's request, commence negotiations on a further amendment to the Interconnection Agreement within thirty (30) days of such request.
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.
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.

**New Cingular Wireless PCS, LLC,
and its Commercial Mobile Radio Service
operating affiliates, d/b/a AT&T Mobility**

Blair Telephone Company

By: Sheila Danvers
(Name)

By: Jane Sutherland
(Name)

Title: LEAD CAREER RELATIONS MGR

Title: Customer Operations Mgr

Date: June 15, 2012

Date: June 12, 2012