

AMENDMENT TO THE INTERCONNECTION AGREEMENT

BY AND BETWEEN

Hartington Telecommunications Company, Inc.

and

Sprint Spectrum L.P.

This Amendment (“Amendment”) to the Agreement for Transport and Termination of Traffic (“Interconnection Agreement”) is entered by and between Sprint Spectrum L.P. (“Sprint”) and Hartington Telecommunications Company, Inc. (“LEC”). Sprint and LEC are further referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, LEC and Sprint are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the “Act”), which was effective October 7, 2003; and

WHEREAS, the FCC recently adopted a bill and keep compensation methodology for Traffic exchanged between LECs and CMRS providers in its Report and Order and Further Notice of Proposed Rulemaking released on November 18, 2011 and its Order on Reconsideration released on December 23, 2011¹ (collectively, the “USF/ICC Transformation Order”); and

WHEREAS, the Parties desire to amend the Agreement to implement bill and keep compensation for Traffic (as defined in Section 1.2 of the Interconnection Agreement) exchanged between the Parties; and

WHEREAS, the Order also contained provisions related to the transport of CMRS.

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

AMENDMENT TO THE AGREEMENT

1. Recitals

1.1 The foregoing recitals are incorporated herein by reference.

2. Effective Date

2.1 This Amendment to the Interconnection Agreement shall be effective as of date signed by both Parties or on the 1st day of July, 2012 (“Effective Date”), whichever date occurs first.

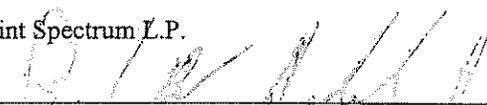
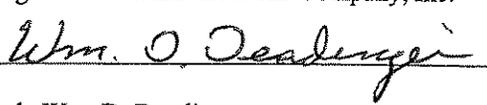
3. Amendment

3.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

¹ *In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, “Report and Order and Further Notice of Proposed Rulemaking”, FCC 11-161 (rel. Nov. 18, 2011) and “Order on Reconsideration”, FCC 11-189 (rel. Dec. 23, 2011).

- 3.1.1. Beginning on the Effective Date of this Amendment compensation for the exchange of Traffic between the Parties will be bill and keep. Specifically, each Party will bill its end users traffic it originates and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.
- 3.1.2. The bill and keep methodology will apply to the Parties in an equal and symmetrical manner.
- 3.2 From July 1, 2012, forward, LEC's obligation for transport of all traffic not sent to an IXC shall stop at Sprint's chosen interconnection point, when that point is located within the LEC's area, or the meet point between the LEC and its designated tandem provider, if Sprint's chosen interconnection point is located outside of the LEC's service area.
- 4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates and any other provisions of the Agreement to the extent necessary to give effect to this Amendment. In the event of a conflict between a rate or other provision of this Amendment and a rate or other provision of the Agreement, this Amendment shall govern.
- 5. Scope of Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement. The dates shown in Section 2.1 above are not intended to modify the term of the Agreement or to affect either Party's rights under the Agreement, including, but not limited to, any right of termination a Party may have in accordance with the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

<p>Sprint Spectrum L.P.</p> <p>By: <u></u></p> <p>Printed: <u>Paul W Schieber</u></p> <p>Title: <u>Vice President</u></p> <p>Date: <u>1-28-2012</u></p>	<p>Hartington Telecommunications Company, Inc.</p> <p>By: <u></u></p> <p>Printed: <u>Wm. D. Dendinger</u></p> <p>Title: <u>CEO/General Manager</u></p> <p>Date: <u>June 18, 2012</u></p>
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**AGREEMENT FOR TRANSPORT AND TERMINATION OF TRAFFIC
BETWEEN SPRINT SPECTRUM L.P. AND
HARTINGTON TELECOMMUNICATIONS CO., INC.**

This Agreement for Transport and Termination of Traffic ("Agreement") between Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS") and Hartington Telecommunications Co., Inc. ("Hartington") (collectively referred to as the "Parties") is effective upon its execution by the undersigned Parties.

This Agreement establishes the methodology for the exchange of and compensation for telecommunications traffic originated on the network of Sprint PCS and terminated on the network of Hartington, or originated on the network of Hartington, and terminated on the network of Sprint PCS.

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section.

1.1 "Act" – the Communications Act of 1934 as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Nebraska Public Service Commission ("Commission").

1.2 "Traffic" – means telecommunications traffic subject to reciprocal compensation obligations pursuant to 47 U.S.C. § 251(b)(5) of the Act.

1.3 "Party" means either Party to this agreement.

2.0 COMPENSATION AGREEMENTS

The Parties, having reviewed specific telecommunications traffic levels between Sprint PCS and Hartington, agree that each Party will meet its obligation to pay 1) reciprocal compensation pursuant to Section 251(b)(5) for Traffic, and 2) access charges for telecommunications traffic not subject to 47 U.S.C. § 251(b)(5) claimed to be due as follows:

2.1 Sprint PCS will pay Hartington the amount of \$126.41 per month. Hartington will invoice Sprint PCS in this amount at the end of the applicable month.

2.2 This amount is based upon traffic studies to identify specific telecommunications traffic patterns and volumes between Sprint PCS and Hartington.

3.0 The Parties to this Agreement recognize that they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business as a result of this Agreement. Each Party agrees to treat all such

data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party.

4.0 The Parties shall comply with any applicable orders, rules or regulations of the FCC, the Commission and Federal and State law during the term of this Agreement. The Parties agree and acknowledge that this Agreement constitutes an "interconnection agreement" within the terms of 47 U.S.C. Section 252(e), and shall be submitted to the Commission for approval. Notwithstanding anything to the contrary contained herein, a Party shall not be liable nor deemed to be in default for any delay or failure of performance under this Agreement resulting from acts of God, civil or military authority, acts of the public enemy, terrorist acts, war, hurricanes, tornadoes, storms, fires, explosions, earthquakes, floods, government regulation, strikes, lockouts or other work interruptions by employees or agents not within the control of the non-performing Party.

5.0 The Parties agree that the Party collecting revenues shall be responsible for collecting, reporting and remitting all taxes associated therewith, provided that the tax liability shall remain with the party upon whom it is originally imposed.

6.0 The terms of this Agreement are in effect for a period of twelve months beginning on the date of execution. This Agreement shall automatically renew for periods of twelve months unless terminated with 60 days written notice by either Party. If either Party gives notice of intent to renegotiate under the Act, this Agreement will remain in place until superseded by a new negotiated or arbitrated agreement.

6.1 If prior to renewal or replacement with a new negotiated or arbitrated agreement, either Party can substantiate through a traffic study or billing records, a material change in either traffic patterns or traffic volume, the Parties shall enter into good faith negotiations to amend Section 2.1 of this Agreement to reflect such changes.

6.2 Re-negotiations of Section 2.1 may be requested as part of the process to renew or replace an existing agreement or during an existing term, but not more frequently than once every six months.

7.0 A Party may not assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, provided, however, a Party may assign this Agreement, or any portion thereof, without consent to any entity which controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not, in any way, affect or limit the rights and obligations of the Parties under the terms of this Agreement.

8.0 Neither Party assumes any liability for any act or omission of the other in the furnishing of its services to its subscribers solely by virtue of entering into this Agreement. To the extent not prohibited by law or inconsistent with the other terms of this Agreement, each Party shall indemnify the other Party and hold it harmless against

any loss, costs, claims, injury or liability relating to any third-party claim arising out of any act or omission of the indemnifying Party in connection with the indemnifying Party's performance under this Agreement. Furthermore, the Parties agree to arrange their own interconnection agreements with other telecommunications carriers, and each Party shall be responsible for any and all of its own payments thereunder. Neither Party shall be financially or otherwise responsible for the rates, terms, conditions, or charges between the other Party and another telecommunications carrier.

9.0 The undersigned signatories represent that they have the authority to execute this Agreement on behalf of their respective companies. This Agreement can be executed in separate counterparts which together will constitute a single, integrated Agreement.

This Agreement is executed as follows:

Sprint Spectrum L.P.

By W. Richard Morris
W. Richard Morris
Vice President, External Affairs

Hartington Telecommunications Co., Inc

By Bill Dendinger
Bill Dendinger
Manager

OCT - 3 2003
Date

10-7-03
Date