AMENDMENT NO. 1
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
CITIZENS TELECOMMUNICATIONS COMPANY OF NEBRASKA
AND
NEXTEL WEST CORP.

This Amendment No. 1 (this "Amendment") shall be deemed effective on July 1, 2012 (the "Amendment Effective Date") by and between Citizens Telecommunications Company of Nebraska ("Frontier"), a Delaware corporation, with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Nextel West Corp. ("Sprint"), a Delaware Corporation, with offices at 6200 Sprint Parkway, Overland Park, Kansas. Frontier and Sprint may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the legal entity of Citizens Telecommunications Company of Nebraska (the "State").

WITNESSETH:

WHEREAS, Frontier and Sprint are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated January 5, 1999 (the "Agreement"); and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 **Amendment to Agreement**. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement").

2 **Miscellaneous Provisions**.

2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.

2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.

2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except

to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date.

2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by the Parties and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.

2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.

2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

3 **Reciprocal Compensation Rates**. Reciprocal compensation rates in this Agreement will be reduced or eliminated as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* and in *FCC 11-189 Order on Reconsideration (rel. December 23, 2011)*[1] as such order may be revised, reconsidered, changed or modified. In the event any such revision, reconsideration, change or modification becomes effective, such action may be incorporated into this Agreement pursuant to the change of law provisions of the Agreement. For clarity, reciprocal compensation, effective July 1, 2012, will be bill and keep subject to any future revision, reconsideration, change or modification of the *USF/ICC Transformation Order* which are the subject of this Amendment.

4 The Parties enter this Amendment without waiving or prejudicing any position they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters related to compensation for traffic exchanged between the Parties over their respective networks.

5 **Notices**.

5.1 All notices required under the Agreement for Citizens Telecommunications Company of Nevada shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

Frontier Communications
Attn: Director, Business Operations – Carrier Services
180 S. Clinton Ave
Rochester, NY, 14646

With Copy to:

[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) ("*USF/ICC Transformation Order*").

Frontier Communications
Attn: Associate General Counsel
180 S. Clinton Ave
Rochester, NY 14646

5.2 All notices required under the Agreement for Sprint shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

Sprint
Manager, Carrier Interconnection Management
Mailstop: KSOPHE0102-1D218
6360 Sprint Parkway
Overland Park, KS 66251
(913) 827-0597 (overnight mail only)

With a Copy to:

Sprint
Legal/Telecom Management Group
Mailstop: KSOPHN0312 - 3A318
6450 Sprint Parkway
Overland Park, KS 66251
(913) 315-9762 (overnight mail only)

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Nextel West Corp.	Citizens Telecommunications Company of Nebraska
By: R. D. Ratliff	By:
Printed: Rick D. Ratliff	Printed: Stephen LeVan
Title: Director - Switched Access Planning	Title: SVP, Carrier Sales and Service
Date: 8/2/12	Date: 9.5.12

FRONTIER ATT 2022537 002 CHECK DATE: 10/17/2012 CHECK NO: 70247053

INVOICE NO.	DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
FEE-100112	10/01/2012	200.00	.00	200.00
		200.00	.00	200.00

QUESTIONS? PLEASE CALL 1-800-209-9963.

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

frontier Communications

CTC of Nebraska
2302 1st Avenue
Kearney, NE 68847

HSBC BANK USA
ONE HSBC CENTER
BUFFALO, NEW YORK 14203

50-682
213

DATE
10/17/2012

70247053

*** VOID AFTER 1 YEAR ***

NET AMOUNT
$*********200.00
DOLLAR TWO ZERO ZERO PERIOD ZERO ZERO

Security Features Details on Back

PAY Two Hundred and 00/100 Dollars

PAY TO NEBRASKA PUBLIC SVC COMMISSION
1200 N STREET SUITE 300
LINCOLN NE 68508

F1097278

Robt W Stein

⑈70247053⑈ ⑆021306822⑆ 797⑈04539⑈ 2⑈

frontier Communications
100 CTE DRIVE
DALLAS, PA 18612

NEBRASKA PUBLIC SVC COMMISSION
1200 N STREET SUITE 300
LINCOLN NE 68508