

**FIRST AMENDMENT  
TO  
WIRELESS INTERCONNECTION AND RECIPROCAL  
COMPENSATION AGREEMENT  
BETWEEN  
GREAT PLAINS COMMUNICATIONS, INC.  
AND  
VERIZON WIRELESS  
FOR THE STATE OF NEBRASKA**

This First Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement between Great Plains Communications, Inc. and Verizon Wireless ("First Amendment") is entered into as of this first day of July, 2012 ("Effective Date") between Great Plains Communications, Inc. ("ILEC"), a Nebraska corporation, with offices at 1600 Great Plains Centre, Blair, NE 68008 and the Verizon Wireless entities listed on the signature page of this Amendment individually and collectively doing business as Verizon Wireless (collectively "Verizon Wireless") each with an office and principal place of business at One Verizon Way, Basking Ridge, NJ 07920. (Verizon Wireless and ILEC each referred to as "Party" and collectively as "Parties").

**WHEREAS**, the Parties or their predecessors in interest entered into the Wireless Interconnection and Reciprocal Compensation Agreement ("Agreement") effective on October 1, 2004, and approved by the Public Service Commission of Nebraska; and

**WHEREAS**, the Federal Communications Commission, in an order released November 19, 2011, has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of all non-Access 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 arrangement, when requested before July 1, 2012, shall become effective July 1, 2012; and

**WHEREAS**, the Federal Communications Commission, in the November 19, 2011 order, has limited ILEC's responsibility for the costs of transport involving non-access traffic exchanged between the Parties to Verizon Wireless' interconnection point within ILEC's service area; and

**WHEREAS**, the Agreement contains a "change of law" provision that authorizes the Parties to amend the Agreement to comport with a change of law; and

**WHEREAS**, the Parties have agreed to modify the terms of the Agreement as set forth below;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. From July 1, 2012, forward, all Local Traffic between the Parties shall be exchange pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other Party for the Transport and Termination of the other's Local Traffic.
2. In accordance with the Interim Transport Rule (*See In the matter of Connect America Fund, et al., Report and Order and Further Notice of Proposed Rule Making*, WC Docket 10-90, FCC 11-161 (Released November 18, 2011) at ¶¶ 998-999), from July 1, 2012, forward, ILEC's financial obligation for the transport of all Local Traffic shall stop at its meet point within its service area. Verizon Wireless is responsible for the remaining transport beyond this location. This arrangement will be subject to renegotiation if/when the FCC issues final rules regarding the default point at which financial responsibility for the exchange of traffic shifts from the originating carrier to the terminating carrier
3. The Notices address for Verizon Wireless found in section 17.10 of the Agreement is replaced with the following:

Verizon Wireless  
Attn: Network Interconnection  
1120 Sanctuary Parkway  
Alpharetta, GA 30009

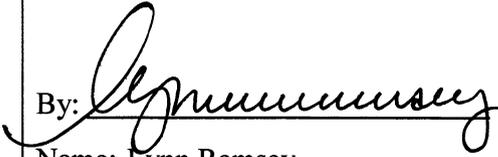
With copy to:  
Verizon Global Wholesale  
Deputy General Counsel  
1320 North Courthouse Road  
9<sup>th</sup> Floor  
Arlington, VA 22201

4. This amendment shall remain in effective as long as the Agreement remains in effect between the Parties.
5. Except as amended by this First Amendment, the Agreement remains in full force and effect as the binding obligation of the Parties in accordance with its original terms.
6. This First Amendment may be executed in several counterparts, and the Parties hereto in separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same instrument. Facsimile counterparts of the First Amendment also shall constitute an original for all purposes.
7. The individuals signing this First Amendment represent and warrant that they are authorized or empowered to enter into this First Amendment on behalf of the Parties.

**IN WITNESS WHEREOF**, the Parties hereto make and execute this First Amendment to be effective on the date first written above.

Verizon Wireless	Great Plains Communications, Inc.
Alltel Communications of Nebraska, Inc. d/b/a Verizon Wireless	
Cellco Partnership d/b/a Verizon Wireless	
Omaha Cellular Telephone Company d/b/a Verizon Wireless By Verizon Wireless (VAW) LLC, Its General Partner	
Sioux City MSA Limited Partnership d/b/a Verizon Wireless By Cellular Inc. Network Corporation, 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: _____	By: <u>Kenton Pflieger</u>
Name: <u>Beth Ann Drohan</u>	Name: <u>Ken Pfister</u>
Title: <u>Area Vice President - Network</u>	Title: <u>Vice President - Strategic Policy</u>
Date: _____	Date: <u>10-11-2012</u>

**IN WITNESS WHEREOF**, the Parties hereto make and execute this First Amendment to be effective on the date first written above.

<b>Verizon Wireless</b>	<b>Great Plains Communications, Inc.</b>
<p>Alltel Communications of Nebraska, Inc. d/b/a Verizon Wireless</p> <p>Cellco Partnership d/b/a Verizon Wireless</p> <p>Omaha Cellular Telephone Company d/b/a Verizon Wireless By Verizon Wireless (VAW) LLC, Its General Partner</p> <p>Sioux City MSA Limited Partnership d/b/a Verizon Wireless By Cellular Inc. Network Corporation, Its General Partner</p> <p>Verizon Wireless (VAW) LLC d/b/a Verizon Wireless</p> <p>WWC License LLC d/b/a Verizon Wireless By Alltel Communications, LLC, Its Sole Member</p> <p>By:  Name: <u>Lynn Ramsey</u> Title: <u>Area Vice President - Network</u> Date: <u>11/5/12</u></p>	<p>By: _____ Name: _____ Title: _____ Date: _____</p>