Amendment 1 to the Interconnection Agreement
Between
USCOC Nebraska/Kansas, LLC as successor in interest to WWC License L.L.C.
And
Three River Telco

This Amendment to the Interconnection Agreement ("Agreement") is made and entered into by and between Three River Telco ("LEC"), with offices at P.O. Box 66, Lynch, NE 68746, and USCOC Nebraska/Kansas, LLC as successor in interest to WWC License L.L.C. ("U.S. Cellular"), a Wireless Services Provider ("WSP"), with offices at 8410 W. Bryn Mawr Avenue, Chicago, IL 60631 (collectively "the Parties").

RECITALS

WHEREAS, Three River Telco and WWC License L.L.C. entered into an Agreement effective November 1, 2003; and

WHEREAS, WWC License L.L.C. subsequently was acquired by United States Cellular Corporation and its successor in interest became USCOC Nebraska/Kansas, LLC; and

WHEREAS, the Parties wish to amend the agreement to reflect the appropriate legal entities that will be bound by the terms and conditions of the Agreement effective November 1, 2003, and any subsequent amendments, and update the 24 hour network management contact information; and

WHERAS, the Parties wish to update section 17.10.1 of the Agreement, the provision entitled "Notices," to identify the correct individuals who should receive notice under the Agreement and its amendments; and

WHEREAS, the Federal Communications Commission ("FCC") released on November 18, 2011 a "Report and Order and Further Notice of Proposed Rulemaking" in *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 Nos. 10-90, 07-135, 05-337, 03-109, GN Docket No. 09-51, CC Docket Nos. 01-92, 96-45, WT Docket No. 10- 208, FCC 11-161 ("*USF/ICC Transformation Order*"), as modified by Order on Reconsideration (rel. Dec. 23, 2011) ("*USF/ICC Transformation Order on Reconsideration*") (collectively referred to as the "*ICC Transformation Orders*"); and

WHEREAS, by its *ICC Transformation Orders*, the FCC ruled that the default intercarrier compensation methodology for all non-access traffic exchanged between Local Exchange Carriers ("LECs") and Commercial Mobile Radio Service ("CMRS") providers is the "bill-and-keep" compensation methodology, effective July 1, 2012; and

WHEREAS, LEC shall be limited for the cost of transport involving intraMTA traffic between the Parties to the WSP's interconnection point within the LEC's service area; and

WHEREAS, the Parties wish to amend the Agreement to reflect the FCC's rulings in its *ICC Transformation Orders*.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended to reflect the appropriate legal entities to be bound by the Agreement and any amendments to the Agreement and to ensure that the terms and conditions of the Agreement, and any Amendments to the Agreement, related to intercarrier compensation for all non-access traffic exchanged between the Parties is subject to the bill-and-keep compensation methodology are conformed so as to be consistent with applicable federal law:

1. This amendment is made in order to replace the name "WWC License L.L.C." with the name "USCOC Nebraska/Kansas, LLC as successor in interest to WWC License L.L.C." wherever such name appears in the Agreement and any subsequent amendments to the Agreement.

2. Notices for USCOC Nebraska/Kansas, LLC as successor in interest to WWC License L.L.C. in Section 17.10.1 of the Agreement shall be updated by deleting the contact information listed for WWC License L.L.C. and replacing it with the following:

Mike Dienhart
Senior Director, National Network Planning
United States Cellular Corporation
8410 West Bryn Mawr Avenue, Suite 700
Chicago, IL 60631
Phone: (773)399-7070
Fax: (773)399-4832
Email: Mike.Dienhart@uscellular.com

With a copy to:

Stephen P. Fitzell
c/o Sidley Austin LLP
One South Dearborn
Chicago, Illinois 60603
Phone: (312) 853-7379
Fax: (312) 853-7036
Email: sfitzell@sidley. com

3. The 24 Hour Network Management Contact information for USCOC Nebraska/Kansas, LLC as successor in interest to WWC License L.L.C. in Section 17.10.2 of the Agreement shall be updated by deleting the contact information listed for WWC License L.L.C. and replacing it with the following:

NOC/Repair Contact Number: 800-510-6091

4. Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, "bill-and-keep" is defined, as referenced in 47 C.F.R. 51.713, as an arrangement in which carriers exchanging Telecommunications traffic do not charge each other for specific transport and/or termination functions or services.

5. Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, "Non-Access Telecommunications Traffic" is defined by 47 C.F.R. 51.701.

6. Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, effective July 1, 2012, all non-access traffic, including intraMTA traffic that prior to July 1, 2012 had been subject to reciprocal compensation obligations pursuant to Section 251(b)(5) of the Communications Act of 1934, as amended, and 47 C.F.R. 20.11, will be exchanged between the Parties on a "bill-and-keep" basis.

7. As provided in section 51.709(c) of the FCC's rules, 47 C.F.R. § 51.709(c), for Non-Access Telecommunications Traffic exchanged between WSP and LEC, which is a rate-of-return regulated rural telephone company as defined in section 51.5 of the FCC's rules, 47 C.F.R. § 51.5, the LEC will be responsible for transport to WSP's interconnection point when it is located within the LEC's service area. When WSP's interconnection point is located outside the LEC's service area, the LEC's transport and provisioning obligation for Non-Access Telecommunications Traffic stops at its meet point and the WSP is responsible for the remaining transport to its interconnection point.

8. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "Interpretation and Construction," "change of law," "intervening law," "successor rates," "amendment," "notice" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

9. This Amendment will be deemed effective July 1, 2012.

10. The Agreement as amended (including the documents referred to herein) constitute the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

11. 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.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have signed this Amendment effective as of the date and year set forth above.

USCOC Nebraska/Kansas, LLC as successor in interest to WWC License L.L.C.	Three River Telco
Authorized Signature	Authorized Signature
David Fiala Name Printed/Typed	Neil Classen Name Printed/Typed
Director, Telco Billing, Contracts & Number Management Title	General Manager Title
11/29/12 Date	11/19/2012 Date