AMENDMENT NO. 1

TO THE

INTERCONNECTION AGREEMENT

BETWEEN

Citizens Telecommunications Company of Nebraska

AND

United States Cellular Corporation

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 United States Cellular Corporation ("US Cellular"), a Delaware corporation with offices at 8410 West Bryn Mawr Avenue, Suite 700, Chicago, IL 60631. Frontier and US Cellular 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 for the State of Nebraska (the "State").

WITNESSETH:

WHEREAS, Frontier and US Cellular are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated October 4, 2004 (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") notwithstanding any other term or condition of the Amended Agreement, a Frontier Tariff or a Frontier Statement of Generally Available Terms and Conditions ("SGAT").

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 Frontier 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. IntraMTA Traffic. 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)* as such order may be stayed, revised, reconsidered, changed or modified. When any such stay, revision, reconsideration, change or modification is effective, such action will be automatically incorporated into this Agreement. For clarity, reciprocal compensation, effective July 1, 2012, will be zero subject to any future stay, revision, reconsideration, change or modification of the *USF/ICC Transformation Order*.

4. Notices

4.1 All notices required under the Agreement for Frontier 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:

Frontier Communications
Attn: Legal Department – Interconnection
3 High Ridge Park
Stamford, CT 06905

For United States Cellular:

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

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

United States Cellular Corporation

By: _____

Printed: David Fiala

Title: Director - Telco Billing, Number & Contract Mgmnt.

Date: 12/7/2012

Citizens Telecommunications Company of Nebraska

By: _____

Printed: Stephen Levan

Title: SVP, Carrier Sales and Service

Date: 12.17.12