

**AMENDMENT TO THE INTERCONNECTION AGREEMENT FOR A CMRS SYSTEM
BETWEEN NORTHEAST TELEPHONE COMPANY AND VERIZON WIRELESS**

This Amendment to the Interconnection Agreement (“Amendment”) is effective as of the 1st of July 2012 (the “Effective Date”), by and between Northeast Telephone Company, (“ILEC”), a Wisconsin corporation with its principal office at 122 South Saint Augustine St., Pulaski, Wisconsin 54162-0860 and the Verizon Wireless entities listed on the signature page of this Amendment (“Verizon Wireless”), each with its principal office at One Verizon Way, Basking Ridge, NJ 07920. ILEC and Verizon Wireless are referred to herein individually as “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement (the “Agreement”), pursuant to 47 U.S.C. 251/252; and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of all Intra-MTA 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 arrangements, when requested before July 1, 2012, shall become effective July 1, 2012; and

WHEREAS Verizon Wireless elects to apply a bill-and-keep arrangement to all Intra-MTA traffic between the Parties; and

WHEREAS, the Agreement contains a “change of law” provision that authorizes the Parties to amend the Agreement to comport with a change in law; and

WHEREAS, the Parties desire to amend the Agreement to provide for a bill-and-keep arrangement, for the exchange of all Intra-MTA traffic between them, such bill-and-keep arrangement to become effective July 1, 2012;

AMENDMENT

NOW THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. From July 1, 2012, forward, all Telecommunications Traffic between the Parties shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other for the transport and termination of the other’s traffic.
2. The rate for Reciprocal Compensation found in Section 5.1.1 and Section 5.1.2 shall be \$0.00.
3. This Amendment shall be effective July 1, 2012.
4. This Amendment shall remain effective as long as the Agreement remains effective between the Parties.
5. The provisions of this Amendment, including the provisions of this sentence, may not be

amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.

6. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

Northeast Telephone Company

Verizon Wireless

**Alltel Communications of LaCrosse Limited Partnership d/b/a Verizon Wireless
By Alltel Communications Wireless of Louisiana, Inc., Its General Partner**

Alltel Communications Wireless of Louisiana, Inc. d/b/a Verizon Wireless

**Appleton–Oshkosh–Neenah MSA Limited Partnership d/b/a Verizon Wireless
By Alltel Wireless of Wisconsin Appleton–Oshkosh–Neenah MSA, LLC, Its General Partner**

Cellco Partnership d/b/a Verizon Wireless

**Duluth MSA Limited Partnership d/b/a Verizon Wireless
By Verizon Wireless (VAW) LLC, Its General Partner**

**Midwest Wireless Wisconsin L.L.C d/b/a Verizon Wireless
By Alltel Communications, LLC, Its Managing Member**

MVI Corp. d/b/a/ Verizon Wireless

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

Verizon Wireless Telecom Inc. d/b/a Verizon Wireless

**Wisconsin RSA #1 Limited Partnership
d/b/a Verizon Wireless
By Alltel Wireless of Wisconsin RSA #1, Its
Managing Partner**

**Wisconsin RSA #2 Partnership d/b/a Verizon
Wireless
By Alltel Communications Wireless of
Louisiana, Inc., Its Managing Partnership**

**Wisconsin RSA #6 Partnership, LLP d/b/a
Verizon Wireless
By Alltel Communications Wireless of
Louisiana, Inc., Its Managing Partner**

**Wisconsin RSA No. 8 Limited Partnership
d/b/a Verizon Wireless
By Alltel Communications Wireless of
Louisiana, Inc., Its General Partner**

By: 

Date: 5/6/12

Printed: ROGER HERMSEN

Title: VP & COO FIXED OPERATIONS

By: 

Date: 9/28/12

Printed: Beth Ann Drohan

Title: Area Vice President – Network