

**Amendment 1
to the Interconnection Agreement
Between
United States Cellular Corporation
And
Mount Horeb Telephone Company**

This Amendment (“Amendment”) to the Interconnection Agreement effective December 1, 1999 (“Agreement”), is made and entered into by and between Mount Horeb Telephone Company (“LEC”), with offices at 200 East Main Street, Mount Horeb, Wisconsin 53572, and United States Cellular Corporation for itself and its wireless affiliates, collectively, a Wireless Services Provider (“WSP”), with offices at 8410 W. Bryn Mawr Avenue, Chicago, IL 60631 (“U.S. Cellular”) (collectively “the Parties”).

RECITALS

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 Telecommunications Traffic exchanged between Local Exchange Carriers (“LECs”) and Commercial Mobile Radio Service (“CMRS”) providers after July 1, 2012, is the “bill-and-keep” compensation methodology; and

WHEREAS, the Parties are in accordance with law agreeing 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 this Amendment, the Parties agree as follows:

1. 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.

2. 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(b)(2).

3. Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, all “Non-Access Telecommunications Traffic” exchanged between the Parties after July 1, 2012, will be exchanged between the Parties on a “bill-and-keep” basis.

4. WSP shall be responsible for all costs whether incurred by WSP or LEC associated with transport outside of LEC’s service area (including, without limitation, any tandem transiting charges) associated with the exchange of Non-Access Telecommunications Traffic between the Parties regardless of whether the Non-Access Telecommunications Traffic originated from WSP’s network or LEC’s network.

4.1 The Parties acknowledge that the FCC adopted an interim rule, reflected in 47 C.F.R. 51.709(c) and discussed at paragraph’s 998 and 999 of the FCC’s November 18, 2011 USF/ICC Transformation Order. While the Parties expressly agree to the terms and provisions of this Amendment, the Parties disagree regarding certain interconnection obligations, including the requirements and interpretation of 47 C.F.R. 51.709(c) and paragraphs 998 and 999 of the FCC’s November 18, 2011 USF/ICC Transformation Order, and each Party reserves its legal rights regarding interconnection obligations, and neither Party waives any such rights in future negotiations or arbitrations. These disagreements notwithstanding, WSP agrees to reimburse LEC for any tandem transiting charges for Non-Access Telecommunications Traffic originated by customers of and on the networks of the LEC which transits a third-party tandem switch located outside of the LEC’s service area and is terminated to a WSP customer under the following circumstances:

- (a) LEC is not affiliate or subsidiary of the third-party tandem switch transit provider;
- (b) LEC has an interconnection agreement with the third-party tandem switch transit provider, that includes a tandem transiting charge, and the interconnection agreement has been approved by the Public Service Commission of Wisconsin (“PSCW”) or the third-party tandem switch transit provider has on file with the PSCW a lawful tariff that includes a tandem transiting charge;
- (c) LEC shall provide notice to WSP at such time that an interconnection agreement between LEC and a third-party tandem

switch transit provider, that includes a tandem transiting charge, is filed with the PSCW for approval;

- (d) LEC shall deliver to WSP all bills from the third-party tandem switch transit provider for tandem transiting charges for Non-Access Telecommunications Traffic originated on LEC's network destined for WSP's network and such other documentation as is reasonably available so that the charges attributable to the traffic destined for WSP's network can be verified;
- (e) WSP shall reimburse the LEC for any undisputed tandem transiting charges after it receives the bills for any tandem transiting charges and shall dispute any such requests for reimbursement consistent with the billing provisions of the Agreement; and
- (f) This provision will become null and void should LEC cease to be a rate-of-return regulated rural telephone company. LEC will notify WSP immediately if LEC's status as a rate-of-return regulated rural telephone company changes.

5. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "Interpretation and Construction," "change of law," "intervening law," "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.

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

7. 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.

8. Notwithstanding the foregoing, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, the FCC provisions in the *ICC Transformation Orders* and/or implementing rules regarding the bill-and-keep arrangement are remanded, the Parties agree to comply with all requirements of the applicable decision, order or determination which compliance efforts shall include the Parties working in good faith to amend the Agreement to incorporate all requirements of any such decision, order or determination. In the event the FCC provisions in the *ICC Transformation Orders* and/or implementing rules regarding the bill-and-keep arrangement are rescinded or vacated *ab initio* by a court of competent jurisdiction, the Parties agree this Amendment shall be suspended and

of no effect from the date that such decision, order or determination becomes effective until such time that such decision, order or determination may itself be reversed, rescinded or vacated, and during such time the decision, order or determination is effective, the Parties' Agreement shall revert automatically to its prior terms. In the event a stay of the FCC provisions in the *ICC Transformation Orders* and/or implementing rules regarding the bill-and-keep arrangement is issued pending judicial review, the terms of this Amendment will be suspended and of no effect during the time such stay is effective. During such time the parties will be subject to the terms of their prior Agreement unaffected by this Amendment.

9. 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.

10. 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.

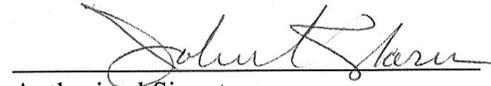
IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have signed this Amendment effective as of the date and year set forth above.

United States Cellular Corporation

Mount Horeb Telephone Company



Authorized Signature



Authorized Signature

David Fiala

Name Printed/Typed

John Klarer

Name Printed/Typed

Director, Telco Billing, Contracts &
Number Management

Title

Secretary / Gen. Mgr.

Title

2/23/2013

Date

1-14-12

Date