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June 11, 2013

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
610 North Whitney Way
PO Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of Amendment #1 to the Interconnection and Reciprocal Compensation Agreement ("Agreement") Between Marquette-Adams Telephone Cooperative, Inc and United States Cellular Corporation ("US Cellular").

Dear Ms. Paske:

I am filing this letter, and signed Amendment #1 electronically on behalf of Marquette-Adams Telephone Cooperative, Inc ("Marquette-Adams").

Marquette-Adams hereby requests approval pursuant to 47 USC 252, of the enclosed Amendment #1 to the Interconnection and Reciprocal Compensation Agreement between Marquette-Adams and US Cellular. Marquette-Adams has been authorized by US Cellular to submit this Amendment #1 to the Public Service Commission of Wisconsin ("PSCW") for approval.

I hereby certify that a copy of this filing has been served on US Cellular via U. S. mail at the following address:

Mike Dienhart-Senior Director Network Eng.
U.S. Cellular Corporation Ste 700
8410 W. Bryn Mawr
Chicago, IL 60631-3486

If there are any questions regarding the filing of this Amendment #1 please contact me at 608-829-0271.

Sincerely,

Michael L Theis

Michael L. Theis President
Theis Communications Consulting, LLC.

CC: Mike Dienhart – United States Cellular Corporation
CC: Jerry Schneider – Marquette-Adams Telephone Cooperative, Inc

AMENDMENT #1 TO THE INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

This Interconnection and Reciprocal Compensation Agreement Amendment #1 ("Amendment") is effective as of the 1st of July 2012 (the "Effective Date"), by and between Marquette-Adams Telephone Cooperative, Inc. ("MATC") a Wisconsin corporation with its principal office at 113 North Oxford Street, PO Box 45, Oxford, Wisconsin 53952 and the United States Cellular Corporation on behalf of its subsidiaries and affiliates ("USCC"), a Delaware Corporation, with its principal office at 8410 West Bryn Mawr Avenue, Chicago, IL 60631-3418. MATC and USCC 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, pursuant to 47 U.S.C. 251/252 dated July 1, 2007, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin in Docket Nos. 05-TI-1709 on September 20, 2007 ("Agreement"); 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 revised its rules consistent with its rulings in 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 is the "bill-and-keep" compensation methodology, effective July 1, 2012; and

WHEREAS, by its *ICC Transformation Orders*, the FCC adopted an interim rule that limits the responsibility for transport costs applicable to Non-Access Telecommunications Traffic exchanged between CMRS providers and rural, rate-of-return Incumbent LECs ("ILECs") to a meet point within the ILEC serving area; 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 reflect the FCC's rulings in its *ICC Transformation Orders,* and the FCC's rules revised thereby, to provide for such arrangements for the exchange of all Non-Access Telecommunications Traffic between them, to become effective July 1, 2012;

AMENDMENT #1

NOW THEREFORE, in consideration of the foregoing, and the promises and the mutual terms, covenants and conditions set forth in the Agreement and contained in this Amendment, the Agreement is hereby amended to ensure that the terms and conditions of the Agreement, and any amendments to the Agreement, related to intercarrier compensation and transport for all Non-Access Telecommunications 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, the Parties agree as follows:

1. Notwithstanding anything to the contrary in the Agreement, including any amendments or appendices to the Agreement, "bill-and-keep" is defined, as referenced in 47 C.F.R. 51.713, as an arrangement in which carriers exchanging Non-Access 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 and appendices 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 and appendices to the Agreement, effective July 1, 2012, all Non-Access Telecommunications Traffic will be exchanged between the Parties on a "bill-and-keep" basis.

4. Sections 4.4 shall be amended by deleting the last sentence: "The Parties agree the originating Party shall pay the transiting fees."

5. Notwithstanding anything to the contrary in the Agreement, including any amendments and appendices to the Agreement, effective July 1, 2012, 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 USCC and MATC, 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, MATC will be responsible for Transport to USCC's POI when it is located within MATC's service area. When USCC's POI is located outside MATC's service area, MATC's Transport and

provisioning obligation for Non-Access Telecommunications Traffic stops at its meet point within the MATC serving area and USCC is responsible for the remaining Transport, including third-party charges for Transiting Traffic, to its POI.

6. Appendix B of the Agreement shall be removed and replaced with the attached Appendix B.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment #1 to be executed by their duly authorized representatives.

Marquette-Adams Telephone Cooperative, Inc.	**United States Cellular Corporation**
By: Jerry Schneider	By: [signature]
Date 5-31-2013	Date: 5/8/2013
Printed: Jerry Schneider	Printed: David Fiala
Title: General Manager	Title: Director, Telco Billing, Contracts & Number Management

Appendix B

Schedule of Rates and Charges

This Appendix specifies the rates for the Transport and Termination of Telecommunications Traffic, and InterMTA Traffic delivered by one Party to the network of the other Party and the charges for other services pursuant to the Agreement as follows:

I. Intentionally Left Blank.

II. Intentionally Left Blank.

III. Intentionally Left Blank.

IV. InterMTA Traffic Factors

In the event there is insufficient representative and verifiable data to identify the actual InterMTA Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a percent InterMTA Traffic Factor to the MATC terminated minutes of use as an estimate of the InterMTA Traffic being exchanged. The Parties have developed an initial factor representative of the share of Telecommunications Traffic exchanged that is exempt from Transport and Termination charges. The Parties have agreed upon the InterMTA Factors specified below, which represent the percent of the total originating and terminated minutes to be billed access charges by MATC. The InterMTA Factor will be multiplied by the total Mobile-to-Landline terminated Telecommunications Traffic minutes recorded each month by the MATC End Office Switches to determine those minutes to which terminating access rates apply.

- Mobile to Land Traffic

Telecommunications Traffic	100.0%
InterMTA Traffic Factor	0.0%
Intrastate	0.0%
Interstate	0.0%

- Land to Mobile Traffic

Telecommunications Traffic	100.0%

V. Charges for Access Transport, Access Termination and Access End Office Switching for Exchange Access Service

MATC's Access Tariffs in the proper jurisdiction apply.

VI. Intentionally Left Blank.

VII. Compensation for Non-Access Telecommunications Traffic

a. Combined Transport and Termination Rate (per terminating minute of use)
$0.00 (bill-and-keep)