Amendment to the Interconnection Agreement between Sprint Spectrum L.P. d/b/a Sprint PCS and MoKan Dial, Inc.

This is an Amendment ("Amendment") to the Traffic Termination Agreement between Sprint Spectrum, L.P., d/b/a Sprint PCS on behalf of its affiliates licensed by the FCC to provide commercial mobile radio service (herein after "Sprint") and MoKan Dial, Inc. (hereinafter "Company"), jointly the "Parties".

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement, denominated a Traffic Termination Agreement effective April 1, 2003, as approved by the Missouri Public Service Commission in TK-2003-0427 (the "Agreement"), pursuant to 47 U.S.C. 251/252; and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011[1], has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of non-access 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[2], has provided that such bill-and-keep arrangements, when requested before July 1, 2012, shall become effective July 1, 2012; and

WHEREAS Sprint elects to apply a bill-and-keep arrangement to all non-access traffic within the scope of the Agreement 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 non-access traffic between them, such bill-and-keep arrangement to become effective July 1, 2012;

AGREEMENT

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:

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[1] *In the Matter of 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 No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, "Report and Order and Further Notice of Proposed Rulemaking", FCC 11-161 (rel. Nov. 18, 2011).[hereinafter "USF/FCC Transformation Order"]

[2] *USF/FCC Transformation Order*, Order on Reconsideration, FCC 11-189 (rel. Dec. 23, 2011).

Amendment Terms

1. From July 1, 2012, forward, all Local Traffic terminating to Company shall be compensated pursuant to bill and keep rates, which means that Company will not charge Sprint ("bill and keep") for transporting and terminating such traffic pursuant to the Agreement.

2. This Amendment shall be deemed to revise the rates and other provisions of the Agreement to the extent necessary to give effect to this Amendment. In the event of a conflict between a rate or other provision of this Amendment and a rate or other provision of the Agreement, this Amendment shall govern.

3. The Parties enter this Amendment without waiving or prejudicing any position they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters related to compensation for traffic exchanged between the Parties over their respective networks.

4. Notices for Sprint as provided in Section 15.1 of the Agreement shall be replaced as follows:

   Manager, Carrier Interconnection Management
   Mailstop: KSOPHE-0102-1D218
   6360 Sprint Parkway
   Overland Park, KS 66251
   (913) 827-0597 (overnight mail only)

   with a copy to:

   Legal/Telecom Management Group
   Mailstop: KSOPHN0312 - 3A318
   6450 Sprint Parkway
   Overland Park, KS 66251
   (913) 315-9762 (overnight mail only)

Notices for ILEC shall be replaced as follows:

   Deborah Nobles
   Vice President Regulatory Affairs
   MoKan Dial, Inc.
   505 Plaza Circle, Suite 200
   With a copy to

   Craig Johnson
   Johnson & Sporleder, LLP
   304 E. High, Suite 200, P.O. Box 1670
   Jefferson City, MO 65102

5. This Amendment shall be effective July 1, 2012.

6. This Amendment shall remain effective as long as the Agreement remains effective between the Parties, subject to future changes of law. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement. The date shown in Section 7 above is not intended to modify the term of the Agreement or to affect either Party's rights under the Agreement, including, but not limited to, any right of termination a Party may have in accordance with the Agreement.

7. 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.

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

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.

Sprint Spectrum, L.P.	**MoKan Dial, Inc.**
By: Michael W Fogel For Paul Schieber	By: Deborah Nobles
Paul W. Schieber	Deborah Nobles
Title: VP, Access and Roaming Strategy	Title: Vice President Regulatory Affairs
Date: 6/5/2012	Date: 5/30/12