Amendment to the Interconnection Agreement between T-Mobile Central LLC, including its Affiliates, and Chariton Valley Telephone Corporation

This is an Amendment ("Amendment") to the Traffic Termination Agreement between T-Mobile Central, LLC., including its affiliates (hereafter "T-Mobile"), and Chariton Valley Telephone Corporation (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 January 13, 2005, as approved by the Missouri Public Service Commission in TK-2006-0168 (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 T-Mobile 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;

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:

Amendment Terms

1. The term "Local Traffic" set forth in Section 2.7 of the Agreement is changed to "Non-Access Telecommunications Traffic". The term "Non-local Traffic" set forth in Section 2.9 of the Agreement is changed to "Access Telecommunications Traffic".

2. From July 1, 2012, forward, all Non-Access Telecommunications Traffic terminating to the Parties pursuant to the Agreement shall be compensated pursuant to bill and keep rates,

which means that each party will charge the other $0.00 per minute of use ("bill and keep") for transporting and terminating the other's traffic pursuant to the Agreement.

3. In the event the provisions of the FCC Order of November 18, 2011, as modified by the FCC Order of December 23, 2011, and the rules implementing these orders with respect to imposing bill-and-keep compensation for non-access (intraMTA) telecommunications traffic terminating after July 1, 2012, are reversed by a final decision of a Court of competent jurisdiction, that decision shall be treated as a change of law and incorporated into the provisions of the Agreement.

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

5. This Amendment shall remain effective as long as the Agreement remains effective between the Parties, subject to future changes of law.

6. 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.

7. 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.

T-Mobile Central, LLC

By: _____

(Name) Bryan Fleming

Title: V.P. Technical Systems & Business operations

Date: 6/27/12

Chariton Valley Telephone Corp.

By: _____

James Simon

Title: General Manager

Date: 7/16/12

T-Mobile Legal Approval By: _____

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