

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
NORTHWEST MISSOURI CELLULAR LIMITED PARTNERSHIP  
d/b/a NORTHWEST MISSOURI CELLULAR d/b/a NORTHWESTCELL  
AND  
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI**

This Amendment (the "Amendment") amends the Interconnection Agreement by and between Southwestern Bell Telephone, L.P., d/b/a SBC Missouri, hereinafter referred to as "AT&T" and Northwest Missouri Cellular Limited Partnership d/b/a Northwest Missouri Cellular d/b/a NorthwestCell ("Carrier"). AT&T and Carrier are hereinafter referred to collectively as the "Parties" and individually as a "Party".

**WHEREAS**, AT&T and Carrier are parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved April 5, 2005 and as subsequently amended (the "Agreement"); and

**WHEREAS**, pursuant to the Report and Order and Further Notice of Proposed Rulemaking issued by the Federal Communications Commission ("FCC") on November 18, 2011 (FCC 11-161), and as amended by the FCC on December 23, 2011 (FCC 11-189), the Parties desire to amend the Agreement to establish bill-and-keep as the compensation arrangement for IntraMTA Traffic exchanged between the Parties.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

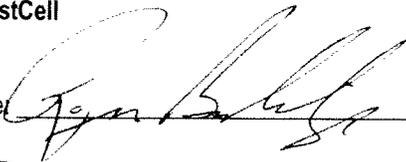
1. The Parties agree that Southwestern Bell Telephone, L.P., d/b/a SBC Missouri is hereby replaced as a Party by Southwestern Bell Telephone Company d/b/a AT&T Missouri, and the title of the Agreement is changed to reflect this change.
2. The Parties agree to include the following definition of IntraMTA Traffic:  
"IntraMTA Traffic" means traffic which, at the beginning of the call, originates and terminates within the same MTA and is exchanged between the End User, end user, Customer or customer of AT&T and the Carrier's, CMRS provider's or WPS' End User, end user, Customer or customer. All references to Local Traffic, local traffic, Local Calls, and/or Section 251(b)(5) Traffic in the Agreement are hereby replaced by the term "IntraMTA Traffic".
3. Effective July 1, 2012, the Parties shall implement bill-and-keep for IntraMTA Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for IntraMTA Traffic exchanged between the Parties.
4. In accordance with the schedule in FCC Order 11-161, effective July 1, 2012, for terminating intrastate or interstate InterMTA Traffic, i.e. non-IntraMTA Traffic, Carrier shall pay a blended rate that consists of the average of AT&T's intrastate and interstate rates for the switched network access service rate elements, on a per minute of use basis, which are set forth in each, AT&T's Intrastate Access Services Tariff, and Interstate Access Services Tariff, as those tariffs may be amended from time to time. This provision does not apply to transit traffic.
5. The Parties agree to replace the rates for Mobile to Land Interconnection Rates Per Minute of Use for Type 2A, Type 1 and Type 2B in Appendix-Pricing of the Agreement with the rates contained in Exhibit A attached hereto. IntraMTA Traffic will continue to be referenced as Section 251(b)(5) Calls Transport and Termination in Exhibit A. In all other respects the Appendix-Pricing shall remain the same.
6. The Parties agree that the terms and conditions of this Agreement shall apply only to CMRS traffic that, at the beginning of the call, originates from or terminates to a wireless handset via the Carrier.
7. There shall be no retroactive application of any provision of this Amendment prior to the Effective Date of an adopting Carrier's agreement.
8. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

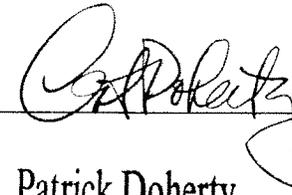


9. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law, or under the intervening law, or regulatory change provisions, in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
11. This Amendment shall be filed with and is subject to approval by the State Commission and shall become effective ten (10) days following approval by such Commission ("Amendment Effective Date").

**Northwest Missouri Cellular Limited Partnership  
d/b/a Northwest Missouri Cellular d/b/a  
NorthwestCell**

**Southwestern Bell Telephone Company d/b/a AT&T  
Missouri by AT&T Services, Inc., its authorized agent**

Signature: 

Signature: 

Name: Roger Burdridge  
(Print or Type)

Name: Patrick Doherty  
(Print or Type)

Title: General Manager  
(Print or Type)

Title: Director - Regulatory  
(Print or Type)

Date: 8-23-12

Date: 8-30-12

PRICING SHEET

Attachment	State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone	Monthly Recurring Charge (MRC)	Non-Recurring Charge (NRC) First	Non-Recurring Charge (NRC) Additional	Per Unit
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2A				\$0.00			MOU
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 2E				\$0.00			MOU
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU