

**AMENDMENT NO. 1
TO THE WIRELESS INTERCONNECTION AND
RECIPROCAL COMPENSATION AGREEMENT
BY AND BETWEEN
GRANITE STATE TELEPHONE, INC. AND U.S. CELLULAR**

This is an Amendment (“Amendment”) to the Interconnection and Reciprocal Compensation Agreement by and between Granite State Telephone, Inc. (“Granite State”) and United States Cellular Corporation (“U.S. Cellular”), jointly the “Parties”.

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection and Reciprocal Compensation Agreement (“Original Agreement”), pursuant to 47 U.S.C. §§251/252, effective April 15, 2006; 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 “*USF/ICC Transformation Orders*”); and

WHEREAS, the Original Agreement contains a “change in law” provision that authorizes the Parties to amend the Agreement to comport with a change in law.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

A. Definitions

1. “Bill-and-Keep” arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. § 51.713.
2. “InterMTA Traffic” means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area (“MTA”), as defined in 47 C.F.R. §24.202(a), and terminates in another MTA.
3. “Non-Access Telecommunications Traffic” (IntraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA as defined by the FCC in 47 C.F.R. 51.701.

B. Amendment Terms

Notwithstanding anything to the contrary in the Agreement, including any amendments to the

Agreement, pursuant to the FCC's USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between Granite State and U.S. Cellular.

1. In accordance with FCC Rule 47 C.F.R. §51.709(c) for Non-Access Telecommunications Traffic exchanged between Granite State and U.S. Cellular, Granite State will be responsible for transport to U.S. Cellular's interconnection point when it is located within Granite State's service area. When U.S. Cellular's interconnection point is located outside Granite State's service area, Granite State's transport and provisioning obligation stops at its meet point and U.S. Cellular is responsible for the remaining transport to its interconnection point.
2. The Parties agree to pass all required signaling information, including Calling Party Number ("CPN") and the Calling Party's Charge Number ("CN") in the appropriate SS7 ISDN User Part ("ISUP") fields or CPN and CN in the appropriate multi-frequency ("MF") fields, as required by the FCC in 47 C.F.R. § 64.1601(a). In the event that either Party acts as an intermediary on any call, the Party shall pass unaltered to subsequent providers in the call path signaling information identifying the telephone number, or billing number, if different, of the calling party that is received with a call.
3. The chart in Section 17.10.1 Notices shall be replaced by the following chart:

Granite State Telephone Company, Inc.	U.S. Cellular
<p><u>For Official Notices:</u></p> <p>Granite State Telephone, Inc. 600 South Stark Highway P.O. Box 87 South Weare, NH 03281-0087 Attn: William Stafford Phone: 603-529-9941</p>	<p>For Official Notices:</p> <p>Mike Dienhart Senior Director, National Network Planning United States Cellular Corporation 8410 West Bryn Mawr Avenue, Suite 700 Chicago, IL 60631 Phone: (773) 399-7070 Fax: (773) 399-4832 Email: Mike.Dienhart@uscellular.com</p>
<p><u>For Billing:</u></p> <p>Granite State Telephone, Inc. 600 South Stark Highway P.O. Box 87 South Weare, NH 03281-0087 Attn: Karen Remillard</p>	<p>With copy to:</p> <p>Stephen P. Fitzell c/o Sidley Austin LLP One South Dearborn Chicago, IL 60603 Phone: (312) 853-7379 Fax: (312) 853-7036 Email: sfitzell@sidley.com</p>
	<p>For Billing:</p> <p>Manager – Telco Billing United States Cellular Corporation P.O. Box 31790 Chicago, IL 60631-0790 Phone: 773-399-4281</p>

4. This Amendment shall be effective July 1, 2012.
5. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes of law or written amendments mutually agreed to by the Parties.
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 Original Agreement shall remain in full force and effect without change.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

United States Cellular Corporation



Authorized Signature

David Fiala

Name Printed/Typed

Director, Telco Billing, Contracts &
Number Management

Title



Date

Granite State Telephone, Inc.



Authorized Signature

Susan Rand King

Name Printed/Typed

President

Title



Date