

**Amendment to the Interim Compensation Arrangement between New Cingular
Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a
AT&T Mobility and TrioTel Communications, Inc.**

This is an Amendment (“Amendment”) to the Interim Compensation Arrangement between New Cingular Wireless PCS, LLC, a Delaware limited liability company, and its Commercial Mobile Radio Service (“CMRS”) operating affiliates, d/b/a AT&T Mobility (hereafter “AT&T Mobility”), and TrioTel Communications, Inc. (“LEC”), a rural rate-of-return local exchange carrier, jointly the “Parties”.

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interim Compensation Arrangement (the “Agreement”), pursuant to 47 U.S.C. §§ 251/252; and

WHEREAS, the Federal Communications Commission (“FCC”), in a Report and Order released November 18, 2011 (the “November 18 Order”), has provided that “Non-Access Telecommunications Traffic” exchanged between LECs and CMRS providers, that originates and terminates within the same Major Trading Area, should be exchanged pursuant to a bill-and-keep arrangement; and

WHEREAS, the FCC, in an Order on Reconsideration released December 23, 2011, determined that the “default bill-and-keep compensation methodology for LEC-CMRS non-access traffic” should be effective as of July 1, 2012; and

WHEREAS, LEC disputes the lawfulness of the FCC’s bill-and-keep requirement, the lawfulness of the requirement is on appeal, and the appeal will not be concluded by July 1, 2012; and

WHEREAS, pursuant to certain terms in the existing Agreement, the Parties have agreed to modify, in writing, the affected terms and conditions of the Agreement to bring them into compliance with the FCC’s recent orders and newly adopted rules.

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. Effective July 1, 2012, Non-Access Telecommunications Traffic exchanged between the Parties under the existing Agreement pursuant to 47 U.S.C. § 251(b)(5) shall be exchanged on a bill-and-keep basis.

2. "Non-Access Telecommunication Traffic" shall have the meaning set forth in 47 CFR § 51.701(b)(2).
3. Bill-and-keep, for purposes of this Amendment and the existing Agreement between the Parties, shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party. Accordingly, the per MOU rate for LEC, as set forth in "Exhibit A" of the existing Agreement between the parties, shall be \$0.00.
4. Notwithstanding anything in the existing Agreement to the contrary, the Parties agree that this bill-and-keep arrangement for LEC-CMRS Non-Access Telecommunications Traffic does not apply to or affect the rates applicable to "Access" telecommunications traffic – traffic exchanged between telecommunications service providers that is "interstate or intrastate exchange access".
5. This Amendment to the Agreement does not, and is not intended to, affect any agreements the Parties now have or any other agreements the Parties now have or may in the future have with any intermediate carrier for the transiting and transport of telecommunications traffic, except to the extent any such agreements may require modification in order to comply with 47 CFR § 51.709(c) and related provisions in the November 18 Order, referenced in Paragraphs 7 and 8 herein.
6. The Parties further agree that the bill-and-keep arrangement hereby established shall, in all respects, be subject to the provisions of any future stay, revision, reconsideration, change or modification of the related FCC orders, as subsequently issued by the FCC or a court of competent jurisdiction. Any future stay or reversal of the FCC's bill-and-keep requirement shall be effective immediately upon release of the order, and shall not be subject to the provisions of the Agreement requiring negotiation of a change of law. Further, immediately upon issuance of a stay or reversal of the FCC's bill and keep requirement, the reciprocal compensation rate in the Agreement shall be reinstated on terms consistent with the language of the related court order(s).
7. The Parties may, for purposes of exchanging LEC-CMRS traffic, interconnect as provided for under the existing Agreement, subject to the provisions of 47 CFR § 51.709(c), and related provisions in the November 18 Order, which establish an "interim default rule" for the allocation of transport costs related to non-access traffic exchanged between CMRS providers and rural, rate of return regulated LECs.
8. The Parties agree that any future requested modifications to these interconnections shall not impose transport responsibilities on LEC beyond what is permitted under FCC rules and specifically, the provisions of 47 CFR § 51.709(c), and related provisions in the November 18 Order, which establish an "interim default rule" for the allocation of transport costs related to non-access traffic exchanged between CMRS providers and rural, rate of return regulated LECs.

9. By this Amendment, neither Party waives any rights it may have under the Federal Act or rules of the FCC, under state statute, or pursuant to rules of the South Dakota Public Utilities Commission. Such rights include AT&T Mobility's right to request a review of the rural telephone company exemption provided for under 47 U.S.C. § 251(f) and LEC's right to seek to maintain that exemption and LEC's right to petition, pursuant to 47 U.S.C. § 251(f)(2), for a suspension or modification from any of the local exchange carrier requirements contained in 47 U.S.C. §§ 251(b) and 251(c), including the right to seek to suspend or modify the bill and keep provisions of the November 18 Order and related rules, at any time notwithstanding this Amendment.
10. This Amendment shall remain effective as long as the Agreement remains effective between the Parties.
11. 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.
12. 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.


**New Cingular Wireless PCS, LLC,
And its Commercial Mobile Radio Service
Operating affiliates, d/b/a AT&T Mobility**

By: 
Sheila Paananen

Title: Lead Carrier Relations Manager

Date: 6/20/2012

TrioTel Communications, Inc.

By: 
Bryan Roth

Title: General Manager

Date: 6/25/12