

**Amendment to the Reciprocal Interconnection, Transport and Termination Agreement
between New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service
operating affiliates, d/b/a AT&T Mobility
and Northern Valley Communications, LLC**

This is an Amendment (“Amendment”) to the Reciprocal Interconnection, Transport and Termination Agreement 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 Northern Valley Communications, LLC (“LEC”), a competitive local exchange carrier, jointly the “Parties”.

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Reciprocal Interconnection, Transport and Termination Agreement (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 "Appendix 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.
8. The Parties further acknowledge and agree that pursuant to the existing Agreement, that the Percent InterMTA Use (PIU) factor used to determine the estimated portion of InterMTA traffic delivered by CMRS Provider for termination by LEC may be periodically adjusted. Accordingly, consistent with those terms, the current PIU factor may be adjusted within three months after the date of execution of the Amendment and every six months thereafter. AT&T Mobility agrees to compensate LEC for any such InterMTA Traffic at LEC's tariffed intrastate or interstate switched access rates, whichever is applicable, based on jurisdiction of the traffic. An initial PIU factor of 5.0% is established with an InterMTA Interstate factor of 100% and an InterMTA Intrastate factor of 0%. Both Parties agree to cooperate in performing studies or supplying Call Detail Records (CDRs) as required to determine a representative PIU

factor. Once a new PIU factor is determined, the Agreement shall be updated with the new factor.

9. This Amendment shall remain effective as long as the Agreement remains effective between the Parties.
10. 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.
11. 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 ATT&T Mobility**

By: Sheila Paananen
Sheila Paananen

Title: Lead Carrier Relations Manager

Date: 6/26/12

Northern Valley Communications, LLC

By: James Groft
James Groft

Title: General Manager

Date: 6/25/12