

**AMENDMENT NO. 1 TO THE
WIRELESS INTERCONNECTION AND
RECIPROCAL COMPENSATION AGREEMENT
BY AND BETWEEN
GRANITE STATE TELEPHONE, INC. AND SPRINT SPECTRUM, L.P., NEXTEL
COMMUNICATIONS OF THE MID-ATLANTIC, INC. AND NPCR, INC.**

This is an Amendment ("Amendment") to the Wireless Interconnection and Reciprocal Compensation Agreement by and between Granite State Telephone, Inc. ("Granite State") and Sprint Spectrum, L.P., Nextel Communications of the Mid-Atlantic, Inc. and NPCR, Inc. ("Sprint"), 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 and 252, effective December 1, 2007; and

WHEREAS, On November 18, 2011, the Federal Communications Commission ("FCC") issued a Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the "USF/ICC Transformation Order"); 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.

B. Amendment Terms

1. 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 Sprint.
2. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties. Notwithstanding the foregoing, if by any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, any portion of the USF/ICC Transformation Order is reversed or remanded, then the Parties agree to comply with all requirements of the applicable decision, order or determination. The Parties acknowledge that such an order might vacate the USF/ICC Transformation Order or render it void *ab initio*, and might provide that change in law amendments (like this Amendment) are void. In the event of such an order, the Original Agreement and per-minute of use rate contained therein shall be applied in lieu of bill-and keep. If the Parties have already moved to bill-and-keep, and the order provides for the reinstatement retroactively, then the Parties will apply such rate(s) retroactively back to the effective date of this amendment or the date of the court ordered stay, vacatur or other modification or clarification, as required by said order.
3. InterMTA Traffic – The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as IntraMTA Traffic, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic subject to the terms of the Original Agreement.
 - 3.1 Recognizing that Granite State does not have a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Amendment, to maintain the existing InterMTA Factor of the Original Agreement at this time.
 - 3.2 Further, the Parties agree that the Original Agreement and this Amendment are intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of Sprint's customers, the Parties acknowledge that a *de minimus* amount of InterMTA Traffic can be delivered directly over the interconnection trunks or indirectly *via* the third party tandem; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.
4. In accordance with FCC Rule 47 C.F.R. §51.709(c), for Non-Access Telecommunications Traffic exchanged between Granite State and Sprint, Granite State will be responsible for "Transport" (as defined in 47 C.F.R. §51.701(c)) to Sprint's interconnection point when it is located within Granite State's service area. When Sprint's interconnection point is located outside Granite State's service area, Granite State's Transport and provisioning obligation stops at its meet point and Sprint is responsible for the remaining Transport to its interconnection point.
5. Call Signaling. Sprint and Granite State shall comply with all FCC rules regarding call signaling, including those set forth in the USF/ICC Transformation Order.

6. Updated Contacts:

Granite State Telephone, Inc. <u>For Official Notices:</u> Granite State Telephone, Inc. 600 South Stark Highway P.O. Box 87 South Weare, NH 03281-0087 Attn: William Stafford Phone: 603-529-9941 <u>For Billing:</u> Granite State Telephone, Inc. 600 South Stark Highway P.O. Box 87 South Weare, NH 03281-0087 Attn: Karen Remillard	Sprint Spectrum, L.P., Nextel Communications of the Mid-Atlantic, Inc. and NPCR, Inc. <u>For Official Notices:</u> Sprint Manager, Carrier Interconnection KSOPHE0102-1D218 6360 Sprint Parkway Overland Park, KS 66251 KSOPHA0310-3B268 (overnight delivery) 6330 Sprint Parkway Overland Park, KS 66251 Phone: 913-762-4847 With a copy to: Sprint Legal/Telecom Management Group KSOPHE0312-3A318 6360 Sprint Parkway Overland Park, KS 66251 <u>For Billing:</u> Sprint Nextel Access Verification KSOPHL0412-4A309 P.O. Box 7942 Overland Park, KS 66207-0942
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7. This Amendment shall be effective July 1, 2012.
8. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.
9. 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.
10. 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 THEREOF, 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.

Sprint Spectrum, L.P., Nextel Communications of the Mid-Atlantic, Inc. and NPCR, Inc.	
By:	<i>R.D. Ratliff</i>
Name:	Rick D. Ratliff
Title:	Director, Switched Access Planning
Date:	<i>10/2/12</i>

Granite State Telephone, Inc.	
By:	<i>Susan Rand King</i>
Name:	Susan Rand King
Title:	President
Date:	<i>10/15/12</i>