

**AMENDMENT TO THE AGREEMENT
BETWEEN
UNITED STATES CELLULAR CORPORATION; USCOC OF GREATER MISSOURI, LLC
AND
SOUTHWESTERN BELL TELEPHONE COMPANY D/B/A AT&T MISSOURI**

This Amendment (the "Amendment") amends the CMRS Agreement by and between Southwestern Bell Telephone Company d/b/a AT&T MISSOURI (previously referred to as Southwestern Bell Telephone L.P. d/b/a SBC Missouri), hereinafter referred to as "AT&T Missouri" and United States Cellular Corporation and licensed entity; USCOC of Greater Missouri, LLC ("WSP"). AT&T Missouri and WSP are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, AT&T Missouri and WSP are parties to a CMRS Agreement under Sections 251 and 252 of the Communications Act of 1996 for Commercial Mobile Radio Service (CMRS), approved July 8, 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 to include the following definitional modification:

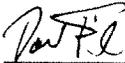
The Parties intend their Agreement refer to the new definitional terms that the FCC has used in its new rules, including "Non-Access Telecommunications Traffic" and "Access Telecommunications Traffic." Thus, any references in the Agreement to "Local Calls", "Local Calls Traffic", "Local Calls traffic", "local traffic" and "Section 251(b)(5) traffic" are replaced with the term, "Non-Access Telecommunications Traffic." Similarly, any references in the Agreement to "toll," "Non-Local" or "interMTA" traffic are replaced with the term, "Access Telecommunications Traffic." Specifically, consistent with FCC Rule §51.701(b), the term "Non-Access Telecommunications Traffic" means traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area. Non-Access Telecommunications Traffic does not include transit or intermediary traffic.

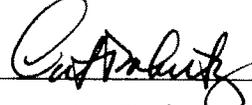
2. Effective July 1, 2012 (in compliance with ¶18 of FCC Order 11-189), the Parties shall implement bill-and-keep for Non-Access Telecommunications Traffic exchanged between the Parties over Type 2A, Type 2B or Type 1 interconnection trunks and facilities. Specifically, neither Party shall compensate the other Party for Non-Access Telecommunications Traffic exchanged between the Parties. (Bill-and-Keep does not apply to Transit Traffic.)
3. 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, WSP shall pay a blended rate that consists of the average of AT&T Missouri'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 Missouri'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.
4. The Parties agree to remove terminating InterMTA Traffic rate(s) and to replace the rates for transport and termination per Conversation MOU for Type 2A, Type 1 and Type 2B in Appendix Pricing (Cellular/PCS) 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 (Cellular/PCS) shall remain the same.
5. The Parties agree that the terms and conditions of this Agreement shall apply only to Non-Access Telecommunications Traffic, as defined herein. Further, the terms and conditions shall only apply to traffic originated by, or terminated to, a wireless carrier's network; e.g., this Agreement specifically does not include traffic that only uses a wireless carrier's FCC licensed CMRS services to relay the call from one wireline facility to another.

6. For purposes of carriers who adopt the Agreement on a prospective basis, there shall be no retroactive application of any provision of this Agreement.
7. The Parties agree to delete the following WSP's affiliates from the Agreement:
 - (i) USCOC of St. Joseph, Inc.
 - (ii) Florida RSA #8, LLC
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").

United States Cellular Corporation and licensed entity; USCOC of Greater Missouri, LLC

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

Signature: 

Signature: 

Name: David Fiala
(Print or Type)

Name: Patrick Doherty
(Print or Type)

Director - Regulatory

Title: Director - Telco Billing, Contract
(Print or Type) and Number Management

Title: _____
(Print or Type)

Date: 12/21/2012

Date: 1/3/13

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 2B				\$0.00			MOU
W2	MO	Local Interconnection (Call Transport and Termination)	Section 251(b)(5) Calls Transport and Termination - Type 1				\$0.00			MOU