

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Application of Mark Twain Rural Telephone)
Company for Approval of An Amendment to)
a Traffic Termination Agreement under the)
Telecommunications Act of 1996)

Case No. _____

**APPLICATION OF MARK TWAIN RURAL TELEPHONE COMPANY
FOR APPROVAL OF AN AMENDMENT TO A TRAFFIC TERMINATION AGREEMENT
UNDER THE TELECOMMUNICATIONS ACT OF 1996**

COMES NOW Mark Twain Rural Telephone Company ("Company") and respectfully submits this Application for Approval of an Amendment to its Traffic Termination Agreement between Company and United States Cellular Corporation ("US Cellular") under the Telecommunications Act of 1996 ("the Act").

In support of this Application, Company states to the Missouri Public Service Commission ("Commission") as follows:

1. Company is a local exchange carrier operating in Missouri. Company is a Missouri corporation in good standing with the Missouri Secretary of State. In Case No. TC-2002-1077, the Company filed a Certificate of Good Standing from the Missouri Secretary of State which the Company requests be incorporated by reference in this case. The Company is not aware of any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates. The Company's annual report and assessment fees are not overdue. This information is still current and correct, as evidenced by the attached Verification of Mr. William Rohde.

2. US Cellular is a commercial mobile radio service carrier operating in Missouri.

3. On April 3, 2008, after good faith negotiations, the Company and US Cellular executed an amendment to their Traffic Termination Agreement ("the Amendment") (see Amendment, Attachment I). Pursuant to the Act, the Company hereby submits this Amendment for approval by the Commission.

4. The Amendment complies fully with Section 252(e) of the Federal Act because the Amendment is consistent with the public interest, convenience, and necessity and does not discriminate against any telecommunications carrier. The Amendment consists of two (2) pages. There are no outstanding issues between the Company and US Cellular that need the assistance of mediation or arbitration.

5. The Company seeks the Commission's approval of the Amendment, consistent with the provisions of the Federal Act and Missouri law. The Company represents that the Amendment complies fully with both Missouri law and Section 252(e) of the Federal Act.

6. Correspondence, orders and decisions in this matter should be addressed to:

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Jefferson City, MO 65102-0456
bmccartney@brydonlaw.com

G. Darryl Reed
Sidley, Austin, Brown & Wood LLP
Bank One Plaza
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Chicago, Illinois 60603
Greed@Sidley.com

WHEREFORE, the Company respectfully requests the Commission to issue an Order that: (1) approves expeditiously the Amendment to the Agreement between the Company and US Cellular, and (2) grants such other relief as is reasonable in the circumstances.

Respectfully submitted,

By /s/ Brian T. McCartney
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Attorneys for the Company

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document this ^{22nd} ~~21st~~ day of April, 2008, to the following parties:

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102

Michael F. Dandino
Office of the Public Counsel
P.O. Box 7800
Jefferson City, Missouri 65102

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/s/ Brian T. McCartney
Brian T. McCartney

STATE OF MISSOURI)
)
COUNTY OF KNOX)

VERIFICATION OF WILLIAM ROHDE

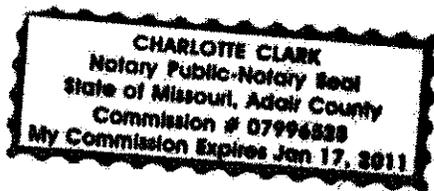
My name is William Rohde. After first being duly sworn, I state on my oath that I am over the age of twenty-one, of sound mind. I am the Executive Vice President and General Manager of Mark Twain Rural Telephone Company ("the Company") and I am authorized to act on behalf of the Company. I hereby verify and affirm that I have read the foregoing *Application* and that the statements contained therein are true and correct to the best of my information and belief.



William Rohde
Executive VP & General Manager
Mark Twain Rural Telephone Company

Before me, the Undersigned Authority, on this 21 day of April, 2008, personally appeared William Rohde, who upon being by me duly sworn on oath stated that he is over twenty-one years of age, of sound mind, and Executive Vice President and General Manager of Mark Twain Rural Telephone Company. He signed the foregoing document as Executive Vice President and General Manager of Mark Twain Rural Telephone Company, and the facts contained therein are true and correct according to the best if his information, knowledge and belief.

Sworn and Subscribed to before me this 21 day of April, 2008 to certify which witness my hand and seal of office.



Charlotte Clark
Notary Public

Amendment to the Traffic Termination Agreement

This is an Amendment to the Traffic Termination Agreement between Mark Twain Rural Telephone Company, a local exchange carrier (“ILEC”), and United States Cellular Corporation, a CMRS provider (“USCC”), dated November 15, 2005, and is to become effective upon the date of execution below (ILEC and USCC are also sometimes referred to as “Party” or, collectively, “Parties”).

WHEREAS, the Parties have previously entered into a Traffic Termination Agreement (the “Original Traffic Termination Agreement”) for the exchange of traffic without the direct connection of their respective networks; and

WHEREAS, the Parties now desire to amend the Original Traffic Termination Agreement (the “Amendment”) to allow for the direct interconnection of their respective networks and to provide for the rates, terms and conditions of exchanging traffic over such direct interconnection.

Therefore, in consideration of the mutual covenants contained in this Amendment, the Parties agree as follows:

1. For purposes of this Amendment, capitalized terms shall have the same meaning as those terms in the Original Traffic Termination Agreement, unless otherwise defined in this Amendment.

2. In accordance with Section 251(c)(2), the Parties acknowledge that USCC is entitled to connect its network at any technically feasible point within ILEC’s network. Accordingly, for purposes of this Amendment, USCC will interconnect its facilities with those of ILEC at the following point(s) of interconnection (POI):

ILEC's Hurdland, Missouri Central Office

CILLI Code: HRLDMOXADSO

V&H Coordinates: V, 6664; H, 3947

3. Each Party shall be responsible for, and shall bear the cost of, its own facilities necessary to connect its network to the other Party's network at the POI.

4. Each Party may, at its option, deliver to the POI Local Traffic for termination by the other Party. All such Local Traffic shall be exchanged at the rates contained in Appendix 1 of the Original Traffic Termination Agreement.

5. All other rates, terms and conditions of the Original Traffic Termination Agreement to the extent not inconsistent herewith are adopted and incorporated herein by reference.

This Amendment is executed this 3rd day of April, 2008.

Signatures

United States Cellular Corporation



(Signature)

Mike Weinhart

(Print Name)

Sr. Director

(Title)

4.3.2008

(Date)

Mark Twain Rural Telephone Company



(Signature)

William Rabide

(Print Name)

Executive V.P. & Gen. Mgr.

(Title)

4.2.08

(Date)