

**SECOND AMENDMENT
TO
WIRELESS INTERCONNECTION AND RECIPROCAL
COMPENSATION AGREEMENT
BETWEEN
STANTON TELECOM, INC.
AND
ALLTEL COMMUNICATIONS, INC.
FOR THE STATE OF NEBRASKA**

This Second Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement between Stanton Telecom, Inc. and Alltel Communications, Inc. ("Second Amendment") is entered into as of this 1st day of July, 2011 ("Effective Date") between Stanton Telecom, Inc. ("ILEC"), a Nebraska corporation, with offices at P.O. Box 716, Stanton, NE 68779 and the Verizon Wireless entities listed on the signature page of this Amendment individually and collectively doing business as Verizon Wireless (collectively "Verizon Wireless") each with an office and principal place of business at One Verizon Way, Basking Ridge, NJ 07920. (Verizon Wireless and ILEC each referred to as "Party" and collectively as "Parties").

WHEREAS, Stanton Telecom, Inc. and Alltel Communications, Inc ("Alltel") entered into the Wireless Interconnection and Reciprocal Compensation Agreement ("Agreement") effective on November 1, 2003, and approved by the Public Service Commission of Nebraska;

WHEREAS, Verizon Wireless acquired Alltel on January 9, 2009 and owns an equity interest of more than 10 percent;

WHEREAS, the Parties have agreed to modify the terms of the Agreement as set forth below;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Alltel assigns the Agreement to Verizon Wireless. The Agreement shall henceforth be known as the "Wireless Interconnection and Reciprocal Compensation Agreement between Stanton Telecom, Inc. and Verizon Wireless."

2. By virtue of this Amendment, all references to Alltel Wireless contained within the Agreement are hereby changed to Verizon Wireless.

3. Section 3.3 the Agreement is hereby deleted and replaced with the following paragraph:

“3.3 Verizon Wireless represents that it is a CMRS provider of telecommunications services to subscribers in Nebraska. Verizon Wireless' NPA/NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG") under OCN's 5807, 6676, and 5818 in the state of Nebraska.”

4. Section 5.4.2.1 is hereby added to the Agreement and reads as follows:

“5.4.2.1 Recognizing that Verizon Wireless has no way to measure actual usage, Verizon Wireless may apply factors applied against usage billed by the RLEC to calculate charges to the RLEC. The factors used by Verizon Wireless will be 75% mobile-to-land and 25% land-to-mobile. The calculation of reciprocal compensation billed by Verizon Wireless shall be $(A/B)*C*D$

Where

A= mobile-to land minutes billed by RLEC to Verizon Wireless

B=mobile-to-land factor (75%)

C=land-to-mobile factor (25%)

D=Reciprocal Compensation Rate”

5. The address for notices to Alltel in Section 17.10.1 is deleted and replaced with the following:

“Verizon Wireless
Network Interconnection
1120 Sanctuary Parkway
Alpharetta, GA 30009

With Copy to:
Verizon Wireless
Regulatory Counsel – Interconnection
1300 I Street NW
Suite 400W
Washington D.C. 20005”

6. The 24 Hour Network Management Contact for Alltel found in Section 17.10.2 is deleted and replaced with the following:

“For Verizon Wireless:
NOC/Repair Contact Number: 800-852-2671”

7. Except as amended by this Second Amendment, the Agreement remains in full force and effect as the binding obligation of the Parties in accordance with its original terms.

8. This Second Amendment may be executed in several counterparts, and the Parties hereto in separate counterparts, and each counterpart, when so executed and delivered, shall constitute an original agreement, and all such separate counterparts shall constitute but one and the same instrument. Facsimile counterparts of the Second Amendment also shall constitute an original for all purposes.

9. The individuals signing this Second Amendment represent and warrant that they are authorized or empowered to enter into this Second Amendment on behalf of the Parties.

IN WITNESS WHEREOF, the Parties hereto make and execute this Second Amendment to be effective on the date first written above.

Verizon Wireless	Stanton Telecom, Inc.
<p>Alltel Communications of Nebraska, Inc. d/b/a Verizon Wireless</p> <p>Cellco Partnership d/b/a Verizon Wireless</p> <p>Midwest Wireless Iowa L.L.C. d/b/a Verizon Wireless</p> <p>Omaha Cellular Telephone Company d/b/a Verizon Wireless By Verizon Wireless (VAW) LLC, Its General Partner</p> <p>Sioux City MSA Limited Partnership d/b/a Verizon Wireless By Cellular Inc. Network Corporation, Its General Partner</p> <p>Verizon Wireless (VAW) LLC d/b/a Verizon Wireless</p> <p>WWC License LLC d/b/a Verizon Wireless By Western Wireless, LLC, Its Sole Member</p> <p>By: _____</p> <p>Name: <u>Beth Ann Drohan</u></p> <p>Title: <u>Area Vice President - Network</u></p>	<p>By: _____</p> <p>Name: <u>Bob Paden</u></p> <p>Title: <u>VP/General Manager</u></p>

Date: _____	Date: _____
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