



**ANGELA McCALL**  
Manager – Government & External Affairs  
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(304) 325-1688  
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March 27, 2013

James M. Allison, Chairman  
c/o Sharla Dillon, Dockets and Records Manager  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

13-00058

RE: Interconnection Agreement between Citizens Telecommunications Company of Tennessee LLC, Citizens Telecommunications Company of the Volunteer State LLC and Cellular South, Inc.

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2013 APR - 1 AM 10:24  
T.R.A. DOCKET ROOM

Dear Chairman Allison:

Enclosed for the Tennessee Regulatory Authority's review and approval are an original and one copy of Amendment No. 1 to the Interconnection Agreement between Citizens Telecommunications Company of Tennessee LLC, Citizens Telecommunications Company of the Volunteer State LLC (Citizens) and Cellular South, Inc.

This is Amendment No. 1 to the Original interconnection agreement filed and approved under TRA Docket No. 06-00293. Enclosed is a check in the amount of \$75 for the associated filing fees for this Amendment.

Please date-stamp the enclosed copy of the cover letter and return it to me in the enclosed post-paid envelope.

If you have any questions, please don't hesitate to contact me at 304-325-1688.

Sincerely,  
Citizens Telecommunications Company of Tennessee, LLC  
Citizens Telecommunications Company of the Volunteer State, LLC

Angela McCall  
Manager – Government & External Affairs

Enclosures

Cc: Jenny Smith – Frontier  
Sharla Dillon – TRA (via e-mail)

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**AMENDMENT NO. 1  
TO THE  
INTERCONNECTION AGREEMENT  
BETWEEN**

**Citizens Telecommunications Company of Tennessee, LLC  
Citizens Telecommunications Company of the Volunteer State, LLC**

**AND**

**CELLULAR SOUTH, INC.  
AND  
CELLULAR SOUTH LICENSES, LLC**

This Amendment No. 1 (this "Amendment") shall be deemed effective on December 1, 2012 (the "Amendment Effective Date") by and between Citizens Telecommunications Company of Tennessee, Inc and Citizens Telecommunications Company of the Volunteer State, Inc. ("Frontier"), both Delaware limited liability companies with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Cellular South, Inc., a Mississippi corporation, and Cellular South Licenses, LLC (formerly Cellular South Licenses, Inc.), a Mississippi limited liability company (collectively "Carrier", with offices at 1018 Highland Colony Parkway, Suite 340, Ridgeland, MS 39157. Frontier and Carrier may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the legal entities of Citizens Telecommunications Company of Tennessee, LLC and Citizens Telecommunications Company of the Volunteer State, LLC. (the "State").

**WITNESSETH:**

**WHEREAS**, Frontier and Carrier are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated effective as of May 1, 2006 (the "Agreement"); and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment to Agreement.** The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Frontier Tariff or a Frontier Statement of Generally Available Terms and Conditions ("SGAT").
2. **Miscellaneous Provisions**
  - 2.1 **Conflict Between this Amendment and the Agreement.** This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not

in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

3. IntraMTA Traffic. Reciprocal compensation rates in the Agreement will be reduced or eliminated as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* and in *FCC 11-189 Order on Reconsideration (rel. December 23, 2011)* as such order may be stayed, revised, reconsidered, changed or modified. When any such stay, revision, reconsideration, change or modification is effective, such action will be automatically incorporated into the Agreement. For clarity, reciprocal compensation, effective December 1, 2012, will be zero subject to any future stay, revision, reconsideration, change or modification of the *USF/ICC Transformation Order*.

#### 4. Notices

- 4.1 All notices required under the Agreement for Frontier shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

Frontier Communications  
Attn: Director, Business Operations – Carrier Services

180 S. Clinton Ave  
Rochester, NY, 14646

With Copy to:

Frontier Communications  
Attn: legal department  
3 High Ridge Park  
Stamford, CT 06905

4.2 All notices required under the Agreement to Carrier shall be sent to Carrier as follows:

Cellular South, Inc.  
Vice President, Finance  
1018 Highland Colony Parkway  
Suite 330  
Ridgeland, MS 31957  
Telephone: (601) 355-1522  
Facsimile: (601) 974-7316

With a copy to:

W. Ken Rogers, Jr.  
Brunini, Grantham, Grower & Hewes, PLLC  
190 E. Capitol Street  
Suite 100  
Jackson, MS 39201  
Telephone: (601) 960-6876  
Facsimile: (601) 960-6902

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Cellular South, Inc.  
Cellular South Licenses, LLC

Citizens Telecommunications  
of Tennessee, LLC and  
Citizens Telecommunications of the  
Volunteer State, LLC.

By: Benjamin C. Pace

By: Stephen Levan

Printed: Benjamin C. Pace

Printed: Stephen Levan

Title: CFO

Title: SVP, Carrier Sales and Service

Date: 12/7/12

Date: 3-1-13