

BUTLER SNOW

May 24, 2013

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**VIA HAND DELIVERY**

Tennessee Regulatory Authority  
Attn: Sharla Dillon  
460 James Robertson Parkway  
Nashville, TN 37243

Re: Amendment 1 to the Wireless Interconnection Agreement between Tennessee  
RSA No. 3 Limited Partnership and Twin Lakes Telephone Cooperative  
Corporation

*Docket #13-00081*

Dear Ms. Dillon:

Enclosed please find the original Amendment 1 to the Wireless Interconnection  
Agreement Between Tennessee RSA No. 3 Limited Partnership and Twin Lakes Telephone  
Cooperative Corporation along with a \$50.00 check for the filing fee.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

BUTLER, SNOW, O'MARA, STEVENS  
AND CANNADA, PLLC

  
Sarah Lodge Tally

Enclosure  
16496163ButlerSnow

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**Amendment 1  
to the Wireless Interconnection Agreement  
Between  
Tennessee RSA No. 3 Limited Partnership  
And  
Twin Lakes Telephone Cooperative Corporation**

This Amendment to the Interconnection Agreement ("Agreement"), signed by both Parties as of March 7, 2005, is made and entered into by and between Twin Lakes Telephone Cooperative Corporation ("LEC"), with offices at 200 Telephone Lane, P.O. Box 67, Gainesboro, Tennessee 38562-0067 ("Twin Lakes"), and Tennessee RSA No. 3 Limited Partnership, a Commercial Mobile Radio Services ("CMRS") provider, with offices at 8410 W. Bryn Mawr Avenue, Chicago, IL 60631 ("U.S. Cellular") (collectively "the Parties").

**RECITALS**

WHEREAS, the Twin Lakes Telephone Cooperative Corporation and Tennessee RSA No. 3 Limited Partnership entered into the Agreement signed by both Parties as of March 7, 2005; and

WHEREAS, the Parties wish to update section XXVII.B of the Agreement, the provision entitled "Notices," to identify the correct individuals who should receive notice under the Agreement and its amendments; and

WHEREAS, the Federal Communications Commission ("FCC") released on November 18, 2011 a "Report and Order and Further Notice of Proposed Rulemaking" in *Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket Nos. 10-90, 07-135, 05-337, 03-109, GN Docket No. 09-51, CC Docket Nos. 01-92, 96-45, WT Docket No. 10- 208, FCC 11-161 ("*USF/ICC Transformation Order*"), as modified by Order on Reconsideration (rel. Dec. 23, 2011) ("*USF/ICC Transformation Order on Reconsideration*") (collectively referred to as the "*ICC Transformation Orders*"); and

WHEREAS, by its *ICC Transformation Orders*, the FCC ruled that the default intercarrier compensation methodology for all non-access traffic exchanged between LECs and CMRS providers is the "bill-and-keep" compensation methodology, effective July 1, 2012; and

WHEREAS, by its *ICC Transformation Orders*, the FCC adopted an interim rule, until the FCC adopts that limits the responsibility for transport costs applicable to Non-Access Telecommunications Traffic exchanged between CMRS providers and rural, rate-

of-return LECs for an interim period until the FCC adopts rules to complete the transition to a bill-and-keep methodology for all intercarrier compensation; and

WHEREAS, the Parties wish to amend the Agreement to reflect the FCC's rulings in its *ICC Transformation Orders*;

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual agreements set forth in the Agreement and in this Amendment, the Agreement is hereby amended to update section XXVII.B of the Agreement, the provision entitled "Notices," to identify the correct individuals who should receive notice under the Agreement and its amendments, and to ensure that the terms and conditions of the Agreement, and any Amendments to the Agreement, related to intercarrier compensation for all non-access traffic exchanged between the Parties is subject to the bill-and-keep compensation methodology are conformed so as to be consistent with applicable federal law:

1. Notices in Section XXVII.B of the Agreement shall be updated by deleting the contact information listed for Tennessee RSA No. 3 Limited Partnership and replacing it with the following:

Mike Dienhart  
Senior Director, National Network Planning  
United States Cellular Corporation  
8410 West Bryn Mawr Avenue, Suite 700  
Chicago, IL 60631  
Phone: (773)399-7070  
Fax: (773)399-4832  
Email: [Mike.Dienhart@uscellular.com](mailto:Mike.Dienhart@uscellular.com)

With a copy to:

Stephen P. Fitzell  
c/o Sidley Austin LLP  
One South Dearborn  
Chicago, Illinois 60603  
Phone: (312) 853-7379  
Fax: (312) 853-7036  
Email: [sfitzell@sidley.com](mailto:sfitzell@sidley.com)

and by deleting the contact information for Twin Lakes and replacing it with the following:

Jonathan West  
General Manager & CEO  
Twin Lakes Telephone Cooperative Corp.  
200 Telephone Ln  
PO Box 67  
Gainesboro, TN 38562  
Phone: (931) 268-2151  
Fax: (931) 268-3702  
Email: [jwest@twlakes.coop](mailto:jwest@twlakes.coop)

With a copy to:  
Lee Richardson  
Corporate Attorney  
Twin Lakes Telephone Cooperative Corp.  
107 W. Gore Ave.  
PO Box 593  
Gainesboro, TN 38562  
Phone: (931) 268-9079  
Email: [lgrichardson@twlakes.coop](mailto:lgrichardson@twlakes.coop)

2. Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, “bill-and-keep” is defined, as referenced in 47 C.F.R. 51.713, as an arrangement in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services.

3. Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, “Non-Access Telecommunications Traffic” is defined by 47 C.F.R. 51.701.

4. Notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, effective July 1, 2012, all Non-Access Telecommunications Traffic, including intraMTA traffic that prior to July 1, 2012 had been subject to reciprocal compensation obligations pursuant to Section 251(b)(5) of the Communications Act of 1934, as amended, and 47 C.F.R. 20.11, will be exchanged between the Parties on a “bill-and-keep” basis.

5. Consistent with 47 C.F.R. 51.709(c), notwithstanding anything to the contrary in the Agreement, including any amendments to the Agreement, effective July 1, 2012, for Non-Access Telecommunications Traffic exchanged between U.S. Cellular and Twin Lakes, which is a rural telephone company, as defined in 47 C.F.R. 51.5, that is subject to rate-of-return regulation, LEC will be responsible for transport to the U.S. Cellular interconnection point when it is located within LEC’s service area. When U.S. Cellular’s interconnection point is located outside LEC’s service area, LEC’s transport and provisioning obligation stops at its meet point and U.S. Cellular is responsible for the remaining transport to its interconnection point. This provision will become null and

void should LEC cease to be a rural rate-of-return LEC as defined herein and LEC will notify U.S. Cellular immediately if its status as a rural rate-of-return LEC changes.

6. Nothing in this Amendment shall affect the general application and effectiveness of the Agreement's "Interpretation and Construction," "change of law," "intervening law," "successor rates," "amendment," "notice" and/or any similarly purposed provisions. The rights and obligations set forth in this Amendment apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.

7. This Amendment will be deemed effective July 1, 2012.

8. The Agreement as amended (including the documents referred to herein) constitute the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

9. 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.


IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have signed this Amendment effective as of the date and year set forth above.

Tennessee RSA No. 3 Limited  
Partnership  
By: United States Cellular Operating  
Company of Knoxville  
Its: General Partner

Twin Lakes Telephone Cooperative  
Corporation



Authorized Signature

  
Authorized Signature

David Fiala

Name Printed/Typed

Jonathan West

Name Printed/Typed

Director, Telco Billing, Contracts &  
Number Management  
Title

General Manager & CEO  
Title

4/13/2013

Date

5-21-2013

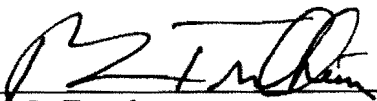
Date

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing has been furnished by United States mail, first-class postage prepaid, this 23 day of May, 2013, to:

Robert D. MacPherson (BPR #022516)  
MacPherson & Youmans, P.C.  
119 Public Square  
Lebanon, TN 37087

W. Bryan Brooks (BPR #7209)  
Brewer, Krause, Brooks, Chastain & Burrow, PLLC  
611 Commerce Street, Suite 2600  
P.O. Box 23890  
Nashville, TN 37202-3890

  
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Robert L. Trentham

16480980ButlerSnow