

Arkansas Public Service Commission

Docket Summary Cover Sheet

**(For all dockets other than Rate Cases, "TD", "C" and "TF" Dockets
Must be filed with each new docket filed at the Commission**

STYLE OF DOCKET: (Style may be changed by Secretary of Commission) **Docket Number:**

Application for Approval Of Amendment To Interconnection Agreement Under The Telecommunications Act Of 1996	
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DOCKET DESIGNATOR: U A R P
 SD

RELATED DOCKETS:

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Nature of Action: (See second sheet)

PETITIONER/INITIATING PARTY*

ATTORNEYS' NAME, ADDRESS, PHONE, FAX AND E-MAIL

New Cingular Wireless, PCS, LLC d/b/a AT&T Mobility	Timothy S. Pickering AT&T Arkansas 1111 W. Capitol Avenue, Suite 1005 Little Rock, AR 72201 501-373-5915 501-373-3032 (FAX) timothy.pickering@att.com
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*If the initiating party is not a jurisdictional utility in Arkansas, please provide mailing address, phone, fax and e-mail for the company

Pursuant to Rule 2.03(b) of the Commission's Rules of Practice and Procedure, please provide name, address, phone, fax, e-mail of at least one, but not more than two names to appear on the Service List for this docket

Timothy S. Pickering AT&T Arkansas 1111 W. Capitol Avenue, Suite 1005 Little Rock, AR 72201 501-373-5915 501-373-3032 (FAX) timothy.pickering@att.com

Write a brief statement, limited to the space provided herein describing the case that you are filing.
Please provide enough information to assure that the nature of your docket is clear.

New Cingular Wireless, PCS, LLC d/b/a AT&T Mobility ("Mobility") and Rice Belt Telephone Company, Inc., hereby file this Application for Approval of Amendment to Interconnection Agreement under the Telecommunications Act of 1996.

Form completed by: TP Date: 5/18/2012

Representing: New Cingular Wireless**NATURE OF ACTION:** Please choose at least one, but no more than three docket types

<input type="checkbox"/> Accounting	<input type="checkbox"/> Lifeline/link up
<input type="checkbox"/> Acquisition/Sales	<input type="checkbox"/> Market Power
<input type="checkbox"/> Act 310 of 1981 (Surcharge)	<input type="checkbox"/> Merger/Transfer
<input type="checkbox"/> Act 821 of 1987 (Cooperatives Rate Change)	<input type="checkbox"/> Municipal Franchise Tax
<input type="checkbox"/> Administrative Procedures	<input type="checkbox"/> Net Metering
<input type="checkbox"/> Affiliate Rules	<input type="checkbox"/> Nuclear Decommissioning
<input type="checkbox"/> Annual Reports/Assessment	<input type="checkbox"/> One Call
<input type="checkbox"/> Ar Energy Conservation Act (Efficiency Programs)	<input type="checkbox"/> Pipeline Safety
<input type="checkbox"/> Arbitration	<input type="checkbox"/> Pole attachment issues
<input type="checkbox"/> Arkansas High Cost Fund	<input type="checkbox"/> Protective Order
<input type="checkbox"/> Arkansas Intralata Toll Pool	<input type="checkbox"/> Public Utility Holding Company Act
<input type="checkbox"/> Arkansas Universal Service Fund	<input type="checkbox"/> Public Utility Regulatory Policy Act
<input type="checkbox"/> ARSI Arkansas Relay Service, Inc.	<input type="checkbox"/> Purchase Power
<input type="checkbox"/> Auto Adjustment	<input type="checkbox"/> Railroad
<input type="checkbox"/> Avoided Cost	<input type="checkbox"/> Rates
<input type="checkbox"/> CCN Cancellation	<input type="checkbox"/> Refund
<input type="checkbox"/> CCN Facility	<input type="checkbox"/> Reports
<input type="checkbox"/> CCN License	<input type="checkbox"/> Resource Plan
<input type="checkbox"/> CECPN	<input type="checkbox"/> Restructuring
<input type="checkbox"/> Cost of Gas/Energy seasonal/unscheduled	<input type="checkbox"/> Retail
<input type="checkbox"/> Customer release/Abandonment	<input type="checkbox"/> River Crossing
<input type="checkbox"/> Declaratory Judgment	<input type="checkbox"/> Regional Transmission Organization
<input type="checkbox"/> Depreciation	<input type="checkbox"/> Rulemaking
<input type="checkbox"/> Dialing/Numbering	<input type="checkbox"/> Self-Direct Certification
<input type="checkbox"/> Disabilities Act of 1990	<input type="checkbox"/> Service Quality
<input type="checkbox"/> Earnings Review	<input type="checkbox"/> Shielded Outdoor Lighting
<input type="checkbox"/> Eligible Telecommunications Carrier Designation	<input type="checkbox"/> Show Cause
<input type="checkbox"/> Energy Policy Act	<input type="checkbox"/> Stranded Costs
<input type="checkbox"/> Energy/Fuel Purchasing Practices	<input type="checkbox"/> Sustainable Energy Resources
<input type="checkbox"/> EWG Exempt Wholesale Generator	<input type="checkbox"/> Terms and Conditions
<input type="checkbox"/> Extended Area Service	<input type="checkbox"/> Territory/release/unallocated territory
<input type="checkbox"/> Extension of Telecommunications Facilities Fund	<input type="checkbox"/> Transition costs
<input type="checkbox"/> Extraordinary Property Loss	<input type="checkbox"/> Unbundling
<input type="checkbox"/> FCC	<input type="checkbox"/> USOA (Uniform System of Accounts)
<input type="checkbox"/> Finance (Bonds/issue & sell; stock; prom note)	<input type="checkbox"/> Waiver/Exemption
<input type="checkbox"/> Grand Gulf	<input type="checkbox"/> Weather
<input type="checkbox"/> Integrated Resource Planning	<input type="checkbox"/> Wholesale
<input checked="" type="checkbox"/> Interconnection Agreements	<input type="checkbox"/> Wholesale Rate Adjustment
<input type="checkbox"/> Interest/Customer Deposit	
<input type="checkbox"/> Investigation/Inquiry	

BEFORE THE ARKANSAS PUBLIC SERVICE COMMISSION

Application for Approval of Interconnection)
Agreement Under the Telecommunications Act of 1996) Docket No. _____
Between New Cingular Wireless, PCS, LLC and)
Rice Belt Telephone Company, Inc.)

**APPLICATION FOR APPROVAL OF AMENDMENT TO INTERCONNECTION
AGREEMENT UNDER THE TELECOMMUNICATIONS ACT OF 1996**

New Cingular Wireless, PCS, LLC d/b/a AT&T Mobility (“Mobility”) and Rice Belt Telephone Company, Inc., (“Rice Belt”) hereby file this Application for Approval of Amendment to Interconnection Agreement (“the Amendment”) under the Telecommunications Act of 1996 (“Federal Act”) and would respectfully show the Arkansas Public Service Commission (“Commission”) the following:

I. AGREEMENT REACHED

1. Mobility and Rice Belt present to this Commission for approval an Interconnection Agreement and an Amendment to that Agreement, both of which were negotiated and executed pursuant to the terms of the Federal Act (see Exhibit A: Agreement, and Exhibit B: Amendment). After good faith negotiations to address all of the issues involved, the parties executed the Agreement on March 31, 2006 and the Amendment on April 12, 2012, with an effective date of July 1, 2012, and filed herewith, together with attachments incorporated therein. There are no outstanding issues between Mobility and Rice Belt that need the assistance of mediation or arbitration.

II. REQUEST FOR APPROVAL

2. Mobility and Rice Belt seek the Commission’s approval of the Agreement and Amendment, consistent with the provisions of the Federal Act. The statutory standards of review are set forth in Section 252(e) of the Federal Act, as follows:

(e) APPROVAL BY STATE COMMISSION

- (1) APPROVAL REQUIRED -- Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted to shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) GROUNDS FOR REJECTION -- The State Commission may only reject --
 - (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds that --
 - (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
 - (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; or

3. Mobility and Rice Belt believe that the implementation of this Agreement and 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 Agreement and Amendment promotes diversity in providers, provides interconnectivity, and will increase customer choices for telecommunications services.


4. Mobility and Rice Belt respectfully request that the Commission grant expeditious approval of this Agreement and Amendment, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiation and compromise and the parties do not believe a docket or intervention by other parties is necessary or appropriate.

WHEREFORE, for the reasons set forth above, Mobility and Rice Belt respectfully request that the Commission approve the Agreement and Amendment expeditiously.

Respectfully submitted,

Timothy S. Pickering, General Attorney
AR BIN 94027
1111 West Capitol Avenue, Room 1005
Little Rock, AR 72203
(501) 373-5915 - Telephone
(501) 373-3032 – Fax

Attorney for AT&T Mobility

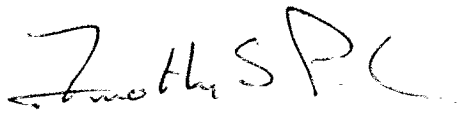
By: 

Timothy S. Pickering

CERTIFICATE OF SERVICE

I hereby certify that on the 18th day of May, 2012, I mailed a true and correct copy of this document with proper postage to Rice Belt at the following address:

Cullen McCarty Rice Belt Telephone Company, Inc. 228 Kings Highway Weiner, Arkansas 72479	Cullen McCarty Rice Belt Telephone Company, Inc. 1600 W. Temperance Street Ellettsville, Indiana 47429
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Timothy S. Pickering

EXHIBIT A

RECIPROCAL WIRELESS INTERCONNECTION AGREEMENT

BY AND BETWEEN

RICE BELT TELEPHONE COMPANY, INC.

AND

CINGULAR WIRELESS LLC

DATED MARCH 21, 2006

This Reciprocal Wireless Interconnection Agreement is made effective on the 21st day of March, 2006, between RICE BELT TELEPHONE COMPANY, INC., an Arkansas corporation ("Rice Belt"), with its principal place of business located at 228 Kings Highway, Weiner, Arkansas, 72479-0388, and CINGULAR WIRELESS, LLC, on behalf of its self and its wireless operating affiliates ("Wireless Provider"), a Delaware limited liability company with its principal place of business located at 5565 Glenridge Connector, Atlanta, Georgia, 30342 (individually referred to as "party" or jointly referred to as "parties").

WHEREAS, Rice Belt is a local exchange carrier in Arkansas;

WHEREAS, Wireless Provider is a commercial mobile radio service provider operating in Arkansas;

WHEREAS, Rice Belt and Wireless Provider desire to interconnect on an indirect basis for the purpose of exchanging traffic between the parties' customers; and

THEREFORE, the Parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with the Communications Act of 1934 (the "Act"), and which is intended to supersede any previous arrangements between the Parties relating to such traffic.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

SECTION I SCOPE OF AGREEMENT

This Agreement shall cover reciprocal local interconnection arrangements between Wireless Provider's network in Arkansas and Rice Belt's network in Arkansas as described in Section 251(b)(5) of the Act and Section 20.11(f) of Part 20 of Title 47 of the Code of Federal Regulation, as amended. The exchange of interMTA traffic, if any, between other portions of Rice Belt's network and Wireless Provider's network shall be accomplished using interexchange carriers. Reciprocal exchange of Traffic addresses the exchange of Traffic between Wireless Provider subscribers and Rice Belt end-user customers. Each party shall reciprocally terminate on its network Traffic originating on the other party's network. Consistent with Rice Belt's current practice with Wireless Provider, either party's Traffic may be routed through one or more intermediaries for interconnection with the other party's system and, unless a direct connection is separately negotiated, may transit a tandem switch before reaching Rice Belt's end office. Reciprocal Traffic exchanged under this Agreement covers only Transport and Termination services provided in association with CMRS services. Other services may be purchased pursuant to Rice Belt's tariff. The Transport and Termination services provided hereunder are intended for wireless to wireline or wireline to wireless traffic, but not wireline to wireline communications or wireline to non-CMRS traffic for which a certificate of authority is legally required.

SECTION II DEFINITIONS AND INTERPRETATION

2.1. Definitions. As used in this Agreement, the following terms shall have the meanings specified in this Section.

2.1.1. "Act" means the Communications Act of 1934 (47 U.S.C. § 151 *et seq.*), as amended, including the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized orders and regulations of the FCC.

2.1.2. "CMRS" or "Commercial Mobile Radio Service" is as defined in the Act.

2.1.3. "Commission" means the Arkansas Public Service Commission.

2.1.4. "Local Traffic" means the completion of wireless to wireline and wireline to wireless calls which, at the beginning of the call, originate and terminate within the same MTA based on the location of the cell site serving the wireless subscriber and the central office for the landline end-user.

2.1.5. "Major Trading Area" (MTA) means a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

2.1.6. "Non-Local Traffic" means the completion of interMTA calls based on the location of the cell site serving the wireless subscriber and the central office for the landline end-user.

2.1.7. "Traffic" means all Local Traffic and Non-Local Traffic that originates on one party's network, and terminates on the other parties network.

2.1.8. "Termination" means the switching of Local Traffic at the terminating Rice Belt's end-office switch, or functionally equivalent facility, and the delivery of such Traffic to the called party.

2.1.9. "Transport" means the transmission and any necessary tandem switching by a party of Local Traffic from the point of interconnection between the parties, which point may be via the transit services provided by another carrier, to the terminating carrier's end-office switch or functionally equivalent facility that directly serves the called party.

2.2. Interpretation and Construction. The terms and conditions of this Agreement shall be subject to any and all applicable rules, regulations or guidelines that subsequently may be prescribed by any federal or state government authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term and condition of this Agreement to bring them into compliance with such law, rule, regulation or guideline. The headings of the Sections

of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

2.3. The parties enter into this Agreement without prejudice to any position they may take with respect to similar future agreements between the parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters including matters, related to the rates to be charged for transport and termination of Local Traffic or the types of arrangements prescribed by this Agreement.

SECTION III TRAFFIC EXCHANGE

The default point of interconnection shall be at an appropriate access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which that party originates. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party. Each party shall bill the other for calls which the billing party terminates to its own customers and which were originated by the billed party. Applicable local Transport and Termination rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. The billed party shall pay the billing party for all charges properly listed on the bill. Such payments are to be received within forty-five (45) days from the effective date of the statement. The billed party shall pay a late charge on the unpaid amounts that have been billed that are greater than thirty (30) days old. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The billed party shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills. Neither party shall bill the other for traffic that is more than one (1) year old.

SECTION IV INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party, Neither party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party.

SECTION V. LIABILITY

5.1. Neither party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other party's use of service provided under this Agreement. Each party shall indemnify and defend the other party against any claims or actions arising from the indemnifying party's use of the service provided

under this Agreement, except for damages caused by the sole recklessness of the indemnified party.

5.2. Neither party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

5.3. The liability of either party to the other party for damages arising out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of applicable tariff(s) of the party. In the event no tariff(s) apply, the providing party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failure, mistakes, omissions, interruptions, delays, errors, or defects occur. Recovery of said amount shall be the injured party's sole and exclusive remedy against the providing party for such failures, mistakes, omissions, interruptions, delays, errors, or defects.

SECTION VI ATTORNEY'S FEES AND COURT COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

SECTION VII TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall terminate one (1) year after the effective date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either party, except that either party may elect not to renew and terminate by giving the other party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date. In the event this Agreement is terminated and either party requests negotiation of a subsequent agreement, this Agreement shall continue in force and effect until such time as the successor agreement is in place, either as a result of negotiation or arbitration.

SECTION VIII THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

SECTION IX GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Arkansas. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Arkansas.

**SECTION X
ENTIRE AGREEMENT**

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in writing signed by both parties. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties. The undersigned signatories represent they have the authority to execute this Agreement on behalf of their respective companies. This Agreement can be executed in separate parts which together will constitute a single, integrated Agreement.

**SECTION XI
NOTICE**

Notices shall be effective when received via fax or direct delivery or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of Wireless Provider to:

Business Name:	Cingular Wireless
Mailing Address:	5565 Glenridge Connector, Suite 1520
City/State/Zip Code:	Atlanta, Georgia 30342
Attention:	Senior Interconnection Manager
Contact Phone Number:	404-236-6902
Contact Fax Number:	404-236-6262

With a copy to:

Cingular Wireless
PO Box 97061
Redmond, WA 98073-9761
Attn: Sr. Network Counsel

For delivery:
8645 154th Ave. NE
Redmond, WA 98052

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of Rice Belt to:

Business Name:	Rice Belt Telephone Company, Inc.
Mailing Address:	228 Kings Highway
City/State/Zip Code:	Weiner, AR 72479-0388
Attention:	Robert C. Pierson, President

Contact Phone Number: (870) 684-2288
Contact Fax Number: (870) 684-2226

or to such other location as the receiving party may direct in writing. Payments shall be made to the address indicated on the invoice.

SECTION XII ASSIGNABILITY

Either party may assign this Agreement upon the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stocks of either of the parties. Notwithstanding the foregoing, either party may assign this Agreement or any rights or obligations hereunder to an affiliate of such party without the consent of the other party.

SECTION XIII TERMINATION

13.1. Termination Upon Default. Either party may terminate this Agreement in whole or in part in the event of a default by the other party, provided, however, that the non-defaulting party notifies the defaulting party in writing of the alleged default and the defaulting party does not cure the alleged default within thirty (30) calendar days of receipt of the written notice thereof. In addition, the Agreement may not be terminated for default without the Commission's approval.

13.2. Liability Upon Termination. Termination of this Agreement for any cause shall not release either Party from any liability which' at the time of termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination of this Agreement.

SECTION XIV CONFIDENTIALITY

The Parties to this Agreement recognize they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business of networks as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party.

SECTION XV DISPUTE RESOLUTION

The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement, except for (i) an action seeking to compel compliance with the confidentiality provision of Section XIV or this dispute resolution process (venue and jurisdiction for which would be in Arkansas) or (ii) disputes that fall within the jurisdiction of the FCC or Commission, unless the parties agree at the time of the dispute to submit the matter to arbitration rather than the FCC or the Commission.

At the written request of a Party commencing the dispute resolution process described herein, each Party will appoint a representative to meet and negotiate in good faith for a period of sixty (60) days (unless it becomes clear that a voluntary resolution is unlikely) after the request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by nonlawyer, business representatives but nothing prevents either Party from also involving an attorney in the process. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement of the representatives, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussion and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without concurrence of both Parties. The history of efforts to resolve the dispute may be disclosed to the extent needed to satisfy legal requirements.

If the negotiations do not resolve the dispute within sixty (60) days (sooner if it becomes clear that a voluntary resolution is unlikely) after the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the parties may agree, unless the parties mutually agree to submit the dispute directly to the Commission for resolution. A party may demand such arbitration in accordance with the procedures set out in those rules. The arbitration hearing shall be commenced within forty-five (45) days after the demand for arbitration and shall be held in Arkansas. The arbitrator shall control the scheduling so as to process the matter expeditiously. The parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the parties or by the arbitrator upon a showing of good cause. The decision of the arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, subject to review by the Commission. The parties shall submit a copy of each arbitration opinion to the Commission. The arbitrator's decision shall remain in effect unless the Commission acts within forty-five (45) days to suspend, modify or reject the decision.


Each party shall bear its own costs, and attorneys' fees of the arbitration procedures set forth in this Section and shall equally split the fees and costs of the arbitration and the arbitrator.

**SECTION XVI
MISCELLANEOUS**

The parties acknowledge that Rice Belt asserts that it is entitled to a rural exemption as provided by 47 USC § 251(f) and that by entering into this agreement Rice Belt does not waive such exemption.


PARTIES:

RICE BELT TELEPHONE COMPANY, INC.,
an Arkansas corporation


By: Robert C. Pierson
Its: President

3/31/06
Date

CINGULAR WIRELESS LLC
a Delaware limited liability company


By: Michael E. Van Weelden
Its: Director SCM Network

3-29-06
Date

ESP

APPENDIX A

Local Transport and Termination Rates and Billing Procedures

The parties shall reciprocally and symmetrically compensate one another for local traffic terminated to their respective customers at the rates set forth below:

<u>Company</u>	<u>S/MOU</u>
Rice Belt Telephone Company, Inc.	0.012

RICE BELT shall obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by WIRELESS PROVIDER and terminating to RICE BELT. This report information shall be used by RICE BELT for billing WIRELESS PROVIDER for traffic terminating to RICE BELT. In the case of data loss or errors in the records provided, the Parties agree to bill and pay for estimated usage based on each Parties prior month's historical data.

Either party may elect to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

Cingular is currently using OCN 6010 and 6681 in AR. The Parties acknowledge that Cingular currently cannot measure traffic based on cell site sectors. OCN 6010 will bill reciprocal compensation using actual measured traffic. Traffic to and from OCN 6681 will be billed using the following traffic factors.

Mobile Originated Traffic 65%

Land Originated Traffic 35%

The Parties agree to bill each other for Local Telecommunications Traffic as described in this Agreement unless the Local Telecommunications Traffic exchanged between the Parties is balanced and falls within an agreed upon threshold ("Traffic Balance Threshold"). The Parties agree that for purposes of this Agreement, the Traffic Balance Threshold is reached when the Local Telecommunications Traffic exchanged, both directly and indirectly, falls between 55% / 45% in either the wireless-to-landline or landline-to-wireless direction. When either party's actual usage data for three (3) consecutive months indicates that the Local Telecommunications Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Reciprocal Compensation per minute.

Recognizing that Rice Belt has no way of measuring the Non-Local Traffic and in the event that Cingular does not track the usage information or perform periodic (quarterly or semi-annual) traffic studies required to identify the Non-Local Traffic originated or terminated by Rice Belt, Parties agree to a default factor of 0% as an estimate of Non-Local Traffic. The actual recorded usage shall be the basis for billing, when available and verifiable.

Either party may bill on a monthly, quarterly, semi-annual or annual basis, as mutually agreed.

Either party may perform an audit of the other party's billing information related to terminating minutes of use of the billed party. The parties agree that such audits shall be performed no more than one time per calendar year. Each party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited party during normal business hours.

Invoices should be sent to: (separate for each OCN)

Cingular Wireless
Facility Analyst (AR)
2000 W SBC Center Dr.
Hoffman Estates, IL 60195

EXHIBIT B

Amendment to the Interconnection Agreement between New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility, and Rice Belt Telephone Company, Inc.

This is an Amendment ("Amendment") to the Interconnection Agreement between New Cingular Wireless PCS, LLC, a Delaware limited liability company, and its Commercial Mobile Radio Service ("CMRS") operating affiliates, d/b/a AT&T Mobility (hereafter "AT&T Mobility"), and Rice Belt Telephone Company, Inc., jointly as the "Parties".

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement (the "Agreement") pursuant to 47 U.S.C. 251/252; and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of all Intra-MTA traffic, and that this is to be considered a change of law; and

WHEREAS, the Federal Communications Commission, in an order released December 23, 2011, has provided that such bill-and-keep arrangement, when requested before July 1, 2012, shall become effective July 1, 2012; and

WHEREAS, AT&T Mobility elects to apply a bill-and-keep arrangement to all Intra-MTA traffic between the Parties; and

WHEREAS, the Agreement contains a "change of law" provision that authorizes the Parties to amend the Agreement to comport with a change in law; and

WHEREAS, the Parties desire to amend the Agreement to provide for a bill-and-keep arrangement for the exchange of all Intra-MTA traffic between them, such bill-and-keep arrangement to become effective July 1, 2012;

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

1. From July 1, 2012, forward, all Intra-MTA traffic between the Parties shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other for the transport and termination of the other's traffic.

2. This amendment shall be effective July 1, 2012
3. This amendment shall remain effective as long as the Agreement remains effective between the Parties.
4. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
5. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

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.

**New Cingular Wireless PCS, LLC,
and its Commercial Mobile Radio Service
operating affiliates, d/b/a AT&T Mobility**

Rice Belt Telephone Company, Inc.

By: *Shaila Quirane*
(Name)

By: *[Signature]*
(Name)

Title: LEAD CARRIER RELATIONS

Title: SALES VP

Date: 7/12/12

Date: August 29, 2012