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May 31, 2012

VIA EXPRESS MAIL

Hon. Jeff Derouen
Executive Director
Kentucky Public Service Commission
211 Sower Blvd
P.O. Box 615
Frankfort, KY 40602-0615

RECEIVED

JUN 7 2012

**PUBLIC SERVICE
COMMISSION**

RE: Amendment to Interconnection Agreement between Bluegrass Cellular, Inc. and Highland Telephone Cooperative, Inc.

Dear Mr. Derouen:

We have enclosed for filing an original and five (5) copies of an amendment to the interconnection agreement between Highland Telephone Cooperative, Inc. and Kentucky RSA 3 Cellular General Partnership, Kentucky RSA 4 Cellular General Partnership, Cumberland Cellular Partnership and Bluegrass Cellular Inc. The original interconnection agreement was filed with the Kentucky PSC in April 2009. Please file stamp one copy and return to us in the enclosed self-addressed envelope.

We respectfully request that the Public Service Commission of Kentucky (the "Commission") approve the enclosed interconnection agreement because it is consistent with the Commission's applicable orders, the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and applicable Kentucky law.

Thank you, and if you have any questions, please call me.

Sincerely

David C. Crawford
Access Services Manager

**Amendment to the Interconnection Agreement between Bluegrass Cellular Inc. and
Highland Telephone Cooperative, Inc.**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Bluegrass Cellular Inc., a Kentucky Corporation, acting as agent for and on behalf of Kentucky RSA #3 Cellular General Partnership, Kentucky RSA #4 Cellular General Partnership, Cumberland Cellular Partnership and Bluegrass Wireless LLC (“Bluegrass Cellular”) and Highland Telephone Cooperative, Inc. (“Highland Telephone”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement pursuant to 47 U.S.C. 251/252 and filed with the Public Service Commission of the Commonwealth of Kentucky on April 17, 2009 (the “Agreement”); 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, Bluegrass Cellular desires to conform the Intra-MTA compensation arrangements memorialized in the Agreement with these aforementioned FCC orders of November 18, 2011 and December 23, 2011

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, with such bill-and-keep arrangement to become effective July 1, 2012, or whatever other date the FCC may determine is appropriate to begin applying a bill-and-keep arrangement to the exchange of Intra-MTA traffic;

NOW THEREFORE, in consideration of the premises and the mutual terms and 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.

AGREEMENT

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 Intra-MTA traffic.

2. This amendment shall be effective July 1, 2012.

3. In the event the Federal Communications Commission (or a court with jurisdiction over the matter) determines that the bill-and-keep exchange of Intra-MTA traffic should be vacated or applicable starting with some date after July 1, 2012, sections 1 and 2 of this Amendment shall be deemed automatically modified by operation of law to reflect the subsequent date specified by the Federal Communications Commission.

If the bill-and-keep effective date is determined to be vacated or modified after the time that the Parties have moved to bill-and-keep pursuant to the terms of this Amendment, the Parties will true-up the rates retroactively to July 1, 2012 (if the bill and keep treatment is vacated) or back to the changed date that bill-and-keep was to become effective (if the effective date is modified). For purposes of any true-up calculations to be performed pursuant to this Amendment, the reciprocal compensation rate to be used for those periods when bill-and-keep was not in effect shall be the rate set forth in the Parties underlying Agreement, as drafted prior to this Amendment.

To the extent warranted by any further determination by the Federal Communications Commission (or a judicial stay or court-ordered vacatur or other modification or clarification of the USF/ICC Reform Order), the Parties agree to immediately apply any affected terms and conditions, including any in other sections and articles of this Agreement, consistent with such subsequent action, and within a reasonable time incorporate such modified terms and conditions in writing into this Agreement.

4. This amendment shall remain effective as long as the Agreement remains effective between the Parties.

5. The provisions of this Amendment may not be amended, modified, or supplemented without the written consent thereto by both Parties' authorized representatives.

6. 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 hereby, 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.

Bluegrass Cellular Inc. acting as agent for and on behalf of Kentucky RSA #3 Cellular General Partnership, Kentucky RSA #4 Cellular General Partnership, Cumberland Cellular Partnership and Bluegrass Wireless LLC

By: Charles A. Willis
Title: Authorized Rep
Date: 5/29/12

Highland Telephone Cooperative, Inc.

By: Jim Patton
Title: General Manager
Date: May 22, 2012