

TEXAS TRANSPORT, TERMINATION AND RECIPROCAL COMPENSATION AGREEMENT

This Reciprocal Compensation Agreement ("Agreement") for Transport and Termination of Telecommunications Traffic is entered into as of the 1st day of September, 2004, by and between Lake Livingston Telephone Company, Inc. ("Lake Livingston") and Sprint Spectrum L. P., as agent for WirelessCom L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all the foregoing entities doing business as Sprint PCS ("Sprint PCS") (collectively, "the Parties"). This Agreement establishes the method for exchanging traffic and compensation when Telecommunications Traffic (IntraMTA) is originated by one Party and terminated to the other Party.

Method of Exchanging Traffic and Compensation

The Parties agree to exchange traffic and compensate each other as outlined and described in this agreement. Less than one percent (1%) of the traffic exchanged between the parties is interMTA in nature and is therefore de minimus.

The Parties hereby agree to the rates set forth in Exhibit A for the services to be provided pursuant to this Agreement. The originating Party agrees to pay any transit charges that may be assessed by the third party transiting telecommunications provider. The Parties hereby agree the rates shall become effective as of the Effective Date. The Parties agree to compensate each other for terminating traffic that originates on the other Party's network based on the following components:

- i. "Termination" is the switching of Telecommunications Traffic at the terminating Party's End Office Switch, or equivalent facility, and delivery of such traffic to the called Party's premises; and,
- ii. "Transport" is the Transmission and any necessary tandem switching of Telecommunications Traffic subject to Section 251 (b)(5) of the Act from the Interconnection Point between the Parties to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an Incumbent LEC.
- iii. "Delivery of mobile-to-land traffic" the routing and transport of mobile-to-land IntraMTA traffic between the Parties utilizing the present common trunk group between the third party Tandem Switch and the terminating party's End Office Switch to insure proper call detail recording for billing of terminating minute of use charges.
- iv. "Delivery of land-to-mobile non-EAS traffic" the routing and transport of land-to-mobile non-EAS intraMTA traffic between the Parties utilizing the present common trunk group between the third party Tandem Switch and the terminating party's End Office Switch.
- v. "Delivery of land-to-mobile EAS traffic" the routing and transport of land-to-mobile traffic between the Parties where the NPA NXX assigned to Sprint PCS is included in the rate center of any telephone exchange within

the EAS or Local Calling Area as defined in the Lake Livingston General Exchange Tariff. Land-to-mobile EAS traffic will utilize direct trunking between the Parties or will utilize the EAS interoffice trunking between Lake Livingston and a third party EAS End Office Switch with trunking to a Sprint PCS MTSO.

Both Parties will bill each other the appropriate charges for traffic they transport and/or terminate. In addition, both Parties will pay each other the appropriate charges for transporting and/or terminating their traffic.

The Parties agree that the exchange of traffic on Lake Livingston's extended area calling service (EAS) routes as described above shall be considered IntraMTA Telecommunications Traffic and compensation for the Termination of such traffic shall be paid pursuant to the terms of this Agreement. An NPA NXX assigned to Sprint PCS shall be included in any EAS calling scope, or similar program to the same extent as any other NXX in the same rate center. EAS routes are those exchanges within a telephone exchange's Local Calling Area, as defined in Lake Livingston's General Exchange Tariff.

Confidentiality

The Parties recognize that they will receive information about each other's business under this Agreement. The Parties shall protect such information against unauthorized use and disclosure. The Parties shall only use such information for the purposes of this Agreement. Each Party shall restrict access to this information to its officers, directors, and employees that require the information to carry out this Agreement. Neither Party shall disclose such confidential information to any third Party without the prior written consent of the other Party, unless required by lawful subpoena or order. If a subpoena or order requires disclosure of such information, the Party releasing the information shall notify the other Party as soon as practicable.

Accuracy of Data

Each Party shall ensure the accuracy of its data submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative may review the other Party's data to assure compliance with this Agreement. These reviews may consist of any examination or verification of data involving records, systems, procedures or other information related to any service, charge or payment under this Agreement. However, a Party may not review information that is older than twenty-four (24) months at the time of request. The Party requesting the review shall bear its own costs of the review. The reviewed Party will provide access to all necessary and applicable information during normal business hours at no charge to the reviewing Party, no more than once during a twelve-month period.

LERG Updates

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

Billing and Payment of Charges

- i. Conversation Time Standard – For purposes of billing compensation for the interchange of Telecommunications Traffic, billed minutes will be based on conversation time. Sprint PCS will determine conversation time from actual usage records. Lake Livingston will use the industry-standard measuring methods, such as the Cellular Traffic Usage Summary Usage Report (CTUSR) to determine conversation time or such other industry-standard method that may subsequently replace the CTUSR. Usage measurement begins when the terminating recording switch receives answer supervision from the terminating end user. The measurement of terminating call usage ends when the terminating entry switch receives or sends a release message, whichever occurs first. Any required mileage measurement shall be based on the industry standard Vertical and Horizontal (V&H) mileage measurement process.
- ii. Bill Exchange – The Parties will exchange information on a monthly basis. Lake Livingston will prepare its bill in accordance with its existing CABS/CCABS billing systems. Sprint PCS will prepare its bill in accordance with the OBF (CABS BOS) standards, insofar as reasonable. Nonrecurring charges will be billed upon completion of the work activity for which the work applies; monthly recurring charges will be billed in advance; and Local Network Usage will be billed in arrears. All bills will be considered past due thirty (30) days after the bill date.
- iii. Billing Disputes – The Parties agree that they will each make a good faith effort to resolve any billing dispute. If any portion of an amount due to a billing Party under this Agreement is subject to a dispute between the Parties, the billed Party shall, within thirty (30) days of its receipt between the invoice containing such disputed amount, give notice to the billing Party of the amount(s) it disputes ("Disputed Amounts" and include in such notice the specific details and reasons for disputing each item. The billed party shall pay when due all undisputed amounts to the billing Party. If the Disputed Amount is resolved in favor of the billing Party, the billed Party shall thereafter pay the Disputed Amount with appropriate late charges, is applicable, upon final determination of such dispute.
- iv. Backbilling of any recorded amount shall be limited to a twelve (12) month period.

Network Managers

Nothing in this Agreement shall prohibit Sprint PCS from enlarging its CMRS network through management contracts with third-parties for the construction and operation of a CMRS system under the Sprint PCS brand name and license. Traffic originating on such extended networks shall be treated as Sprint PCS traffic subject to the terms, conditions, and rates of this Agreement. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement as "Sprint PCS telecommunications traffic" when it originates on such extended network and terminates on Lake Livingston's network, and as "Lake Livingston telecommunications traffic" when it originates upon Lake Livingston's network and terminates upon such extended network. Telecommunications traffic traversing on such extended networks shall be subject to the terms, conditions, and rates of this Agreement.

Taxes

The billing Party shall charge and collect from the billed Party, and the billed Party agrees to pay to the billing Party, appropriate federal, state, and local taxes where applicable, except to the extent the billed Party notifies the billing Party and provides appropriate documentation that the billed Party qualifies for a full or partial exemption.

Late Payment Charges

If any undisputed amount due on a billing statement issued by one Party is not received by the other Party on the payment due date, then the billing Party may charge, and the billed Party agrees to pay, at the billing Party's option, interest on the past due balance at a rate equal to the lesser of the interest rates set forth in the NECA 5 federal tariff, one and one-half percent (1½%) per month of the maximum non-usurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

Legal Compliance

The Parties shall comply with all laws applicable to this Agreement and its performance (including orders, rules, regulations, and statutes of appropriate Federal, state and local authorities) during the term of this Agreement.

Taxes and Fees

The billing party shall collect, remit and report, according to state law and industry standards, all applicable taxes and governmental fees from the end users. The Parties further agree to treat all applicable taxes and governmental fees from the end users according to state law.

Force Majeure

Neither Party will be liable for any delay or failure of performance due directly to fire, floods, or other catastrophes; acts of God; natural phenomena; acts of government; court orders; national emergencies; war; civil disturbances; or labor

problems, strikes, lockouts, or other work interruptions by employees or agents not within the control of the non-performing Party.

Alternative Dispute Resolution

Neither Party shall institute a proceeding in any court or administrative agency to resolve a dispute between the Parties before seeking to resolve the dispute through the process described in this paragraph. A Party shall initially seek direct negotiation with the other Party to resolve any disputes. If the Parties fail to resolve the dispute within four weeks after a demand for direct negotiation, the Parties shall attempt to resolve the dispute through mediation. If the Parties do not promptly agree on a mediator, either Party may request the American Arbitration Association to appoint a mediator. If the Parties fail to settle within a reasonable time, as determined by the mediator, the mediator shall issue a written statement to the Parties to that effect. The Parties may then seek relief through a court or administrative agency of competent jurisdiction.

Term

This Agreement shall have a term of one year. Thereafter, this Agreement shall continue on a month-to-month basis, unless terminated by either Party with sixty (60) days written notice. The Parties agree to begin negotiation of a new agreement within thirty (30) days of such termination.

The Parties agree that the rates, terms, and conditions in this Agreement shall not bind either Party during any subsequent negotiations of rates, terms, or conditions regarding the services provided under this Agreement.

Assignment

A Party may not assign this Agreement without the prior written consent of the other Party, who shall not unreasonably withhold or delay its consent. A Party may (without consent) assign this Agreement, or any portion, to any entity affiliated with the assigning Party. As used here, affiliated entity means any entity controlling, controlled by or under common control with the assigning Party. Assignment will not affect or limit the rights or obligations of the Parties under this Agreement.

Change of Law

To the extent that the existing rules applicable to this Agreement are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the existing rules. Upon the effective date of any legislative, regulatory, judicial or other legal action that has a material effect on any term in this Agreement, or the ability of Sprint PCS or Lake Livingston to perform any material terms of this Agreement, Sprint PCS or Lake Livingston may, upon thirty (30) days written notice, require that such terms be renegotiated, and the Parties shall negotiate in good faith such mutually acceptable new terms as may be required. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed

to have been effective under this Agreement as of the effective date of the order by the Court, Commission or FCC.

Governing Law

The laws of the State of Texas shall govern this Agreement.

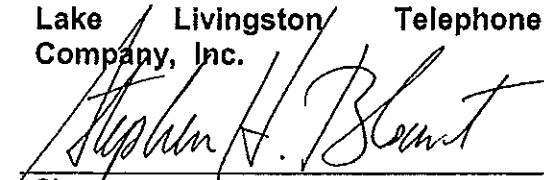
Complete Agreement

This Agreement constitutes the entire agreement between the Parties. This Agreement incorporates all representations, agreements, terms, and conditions regarding the subject matter of this Agreement. No amendment shall have any effect unless in writing and signed by the Parties.

The signatories below represent that they have the authority to execute this Agreement on behalf of their respective companies. This Agreement shall be effective upon execution by both Parties.

AGREED AND ACCEPTED BY:

Lake Livingston Telephone
Company, Inc.


Signature

Stephen H. Blount
Printed Name

President
Title

12-1-2004
Date

Sprint Spectrum, L. P.


Signature

W. Richard Morris
Printed Name

Vice President, External Affairs
Title

11/18/2004
Date

EXHIBIT A

Sprint Spectrum, L.P.

Local Switching
Transport & Termination \$0.02

Lake Livingston Telephone Company, Inc.

Local Switching
Transport & Termination \$0.02

Initials: _____

Amendment To The Reciprocal Compensation Agreement for Transport and Termination
of Telecommunications Traffic

By And Between

Lake Livingston Telephone Co., Inc.

and

Sprint Spectrum L.P.

This Amendment ("Amendment") to the Reciprocal Compensation Agreement for Transport and Termination of Telecommunications Traffic ("Interconnection Agreement") is entered by and between Sprint Spectrum L.P. ("Sprint") and Lake Livingston Telephone Co., Inc. ("Carrier"). Sprint and Carrier are further referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Carrier and Sprint are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act"), which was effective September 1, 2004; and

WHEREAS, the FCC recently adopted a bill and keep compensation methodology for traffic exchanged between a LEC and a CMRS Provider in its Report and Order and Further Notice of Proposed Rulemaking released on November 18, 2011 and its Order on Reconsideration released on December 23, 2011¹ (collectively, the "USF/ICC Transformation Order"); and

WHEREAS, the Parties desire to amend the Agreement to implement bill and keep compensation;

NOW, THEREFORE, in consideration of the covenants and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

AMENDMENT TO THE AGREEMENT

1 Recitals

1.1 The foregoing recitals are incorporated herein by reference.

2 Effective Date

¹ *In the Matter of 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 No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, "Report and Order and Further Notice of Proposed Rulemaking", FCC 11-161 (rel. Nov. 18, 2011) and "Order on Reconsideration", FCC 11-189 (rel. Dec. 23, 2011).

2.1 This Amendment to the Interconnection Agreement shall be effective as of date signed by both Parties or on the 1st day of July, 2012 ("Effective Date"), whichever date occurs first.

3 Amendment

3.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

3.1.1 Beginning on the Effective Date of this Amendment compensation for the exchange of traffic between the Parties will be bill and keep. Specifically, each Party will bill its end users traffic it originates and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.

3.1.2 The bill and keep methodology will apply to the Parties in an equal and symmetrical manner.

4 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates and any other provisions of the Agreement to the extent necessary to give effect to this Amendment. In the event of a conflict between a rate or other provision of this Amendment and a rate or other provision of the Agreement, this Amendment shall govern.

5 Scope of Amendment. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement. The dates shown in Section 2.1 above are not intended to modify the term of the Agreement or to affect either Party's rights under the Agreement, including, but not limited to, any right of termination a Party may have in accordance with the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

<p>Sprint Spectrum L.P.</p> <p>By: <u>Michael W. Logan</u> or Fer Paul Schieber</p> <p>Printed: <u>Michael W. Logan</u></p> <p>Title: <u>VP, Roaming and Access Planning</u></p> <p>Date: <u>6/5/2012</u></p>	<p><u>Lake Livingston Telephone Co</u> (Insert Carrier Legal Name)</p> <p>By: <u>Terry Centis</u></p> <p>Printed: <u>Terry Centis</u></p> <p>Title: <u>General Manager</u></p> <p>Date: <u>5/18/12</u></p>
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