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## CARRIER-TO-CARRIER AGREEMENT CHECKLIST

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INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

**1. PARTIES**                      *Competitive Carrier*    *Incumbent Local Exchange Carrier*

Name of Party: Cricket Communications, Inc.    Molalla Communications Company

Contact for Processing Questions:

Name:                      Marianne Sevier    Steve Loutzenhiser

Telephone: 513.338.1714    503.829.1123

E-mail:                      msevier@cricketcommunications.com    sloutzenhiser@molalla.com

Contact for Legal Questions (if different):

Name:                      Monica Gleeson    Richard A. Finnigan

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E-mail:                      mgleeson@cricketcommunications.com    rickfinn@localaccess.com

Other Persons wanting E-mail service of documents (if any):

Name:                      Valerie Endlich    \_\_\_\_\_

E-mail:                      vendlich@cricketcommunications.com    \_\_\_\_\_

**2. TYPE OF FILING**                      NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

**Adoption:** Adopts existing carrier-to-carrier agreement approved by the Commission.

- Docket ARB \_\_\_\_\_
- Parties to prior agreement \_\_\_\_\_ & \_\_\_\_\_

**New Agreement:** Seeks approval of new negotiated agreement.

**Does adoption or agreement replace an existing agreement between the parties?**

- NO
- YES, Docket ARB \_\_\_\_\_

**Amendment:** Amends an existing carrier-to-carrier agreement.

Docket ARB 954 \_\_\_\_\_

**Amendment to the Traffic Exchange Agreement by and between LCW  
Wireless, LLC and  
Molalla Communications Company**

This Amendment (“Amendment”) is entered into by and between Molalla Communications Company (“Company”) and Cricket Communications, Inc. (“Cricket”), having its corporate office located at 5887 Copley Drive, San Diego, CA 92111 and all of its wireless operating affiliates, licensed by the Federal Communications Commission to provide wireless radio and other services associated with subscriber accounts (Company and Cricket are each referred to as a “Party” and collectively as “Parties”).

***RECITALS***

WHEREAS, the Parties and their predecessors in interest, previously entered into a Traffic Exchange Agreement as approved by the Oregon Public Utility Commission (“OPUC”) which is still in effect (“Agreement”); and

WHEREAS, LCW Wireless Operations, LLC merged with and into Cricket on or about February 28, 2011; and

WHEREAS, the Federal Communications Commission (“FCC”), in FCC Order No. 11-161, released November 18, 2011, adopted 47 C.F.R. § 51.705(a), which provides that bill-and-keep shall be the default compensation arrangement between local exchange carriers, such as the Company, and CMRS providers, such as Cricket, for the transport and termination (as defined in 47 C.F.R. § 51.701(c) and (d), as revised by FCC Order No. 11-161), of all Telecommunications Traffic, as defined in the Agreement, exchanged between them; and

WHEREAS, the FCC, in FCC Order No. 11-189, released December 23, 2011, has provided that such default bill-and-keep arrangements, when requested before July 1, 2012, shall become effective as default arrangements July 1, 2012; and

WHEREAS, the adoption by the FCC of bill-and-keep as a default compensation arrangement is characterized by the FCC in FCC Order No. 11-161 as “a change of law;” and

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

WHEREAS, Cricket requested that the Agreement be amended, pursuant to the “change of law” provision in the Agreement, to apply a bill-and-keep arrangement to all Telecommunications Traffic exchanged between the Parties, and Cricket and the Company are willing to agree to such arrangement upon the terms and conditions set forth in this Amendment; and

WHEREAS, the Parties desire to amend the Agreement to provide for a bill-and-keep arrangement, for the exchange of all Telecommunications Traffic between them, such bill-and-keep arrangement to become effective as of July 1, 2012, subject to approval of this Amendment by order of the OPUC.

## ***AGREEMENT***

**NOW THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions contained in this Amendment, the Parties agree as follows:**

1. From July 1, 2012, forward, all Telecommunications Traffic exchanged between the Parties pursuant to the Agreement shall be subject to a bill-and-keep compensation arrangement, which means that neither Party shall charge the other for the transport and termination of the other's Telecommunications Traffic so exchanged.
2. The Company's transport obligation for all Telecommunications Traffic not sent by the Company to an IXC shall stop at Cricket's chosen interconnection point, when that point is located within the Company's service area. Cricket shall deliver all Telecommunications Traffic that originates on its network that is to be terminated within the Company's service area to that interconnection point. When Cricket's chosen interconnection point is located outside the Company's service area, the Company's transport obligation for all Telecommunications Traffic that (i) originates on its network, (ii) is to be delivered by it to Cricket, and (iii) is not sent to an IXC shall stop at the meet point between the Company and its designated tandem provider or, if the Company is its own tandem provider, at the Company's service area boundary. For purposes of applying the terms of this Amendment, Cricket shall not be considered to be an IXC.
3. The Company shall notify Cricket within thirty (30) days if the Company ceases to be a rural, rate-of-return LEC, as that term is used in FCC Order No. 11-161. In the event of such cessation, either Party may request of the other that negotiations be commenced on a further amendment to the Agreement, and each Party agrees to commence such negotiations within thirty (30) days following the date on which such request is received by it or by the other Party, whichever shall be applicable.
4. Subject to approval of this Amendment by order of the OPUC, this Amendment shall be effective as of July 1, 2012, and shall remain effective as long as the Agreement remains effective between the Parties, subject to the following:
  - a. The Parties agree specifically that the terms of this Amendment have been developed and agreed upon due solely to a change of law; specifically, the FCC's November 18, 2011 Report and Order and Further Notice of Proposed Rulemaking, In the Matter of the Connect America Fund, et al., Order on Reconsideration, WC Docket 10-90 (FCC 11-161) as modified by the FCC's Order on Reconsideration of December 23, 2011 In the Matter of the Connect America Fund, et al., (FCC Order No. 11-189).
  - b. The FCC Orders constituting the change of law on which this Amendment is based are subject to multiple Petitions for Reconsideration before the FCC and further subject to multiple Petitions for Judicial Review pending before the 10th Circuit United States Court of Appeals.
  - c. In the event the aforesaid change of law is vacated, reversed, set aside or rescinded (collectively "rescission") by administrative action or judicial order, unless another result is the logical and necessary result of such rescission, the Parties agree this Amendment shall be void and of no effect from the date that such action or order becomes effective (which by way of illustration and not limitation, shall be back to the effective date of the original change of law in the event that said change of law is vacated), and the Parties' Agreement shall, from that date forward, revert

automatically to its prior terms, except as provided in subsection (e), below.

- d. In the event a stay of the FCC Orders constituting the aforesaid change of law is issued pending judicial review or further administrative action, the terms of this Amendment will be suspended and of no effect during the time such stay is effective, unless another result is the logical and necessary result of such stay. During such time, the Parties will be subject to the terms of their prior Agreement unaffected by this Amendment, except as provided in subsection (e), below.
- e. If there is a specific controlling order, issued in connection with either a rescission addressed in subsection (c) or a stay addressed in subsection (d), which does not void or suspend the Amendment, such specific provision shall be adopted promptly through further amendment to the Parties' original Agreement.

5. 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' respective authorized representatives.

6. All provisions of the Agreement that are inconsistent with the bill-and-keep compensation arrangement established herein, or with any other part of this Amendment, are hereby superseded to the minimum extent necessary to eliminate such inconsistency. In all other respects, the terms and conditions of the Agreement remain in full force and effect without change. Capitalized terms appearing in this Amendment that are defined in the Agreement shall have the same meanings as they have in the Agreement.

7. The recitals set forth above are material and incorporated herein.

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.

Cricket Communications, Inc.

By:   
Todd Norman

Molalla Communications Company

By:   
Steve Loutzenhiser

Title: Director Procurement - Network

Title: President & CEO

Date: 1/20/14

Date: 01.20.2014