

**AMENDMENT NO. 1  
TO THE INTERCONNECTION AGREEMENT  
BETWEEN T-MOBILE USA, INC. AND  
DENVER AND EPHRATA TELEPHONE AND TELEGRAPH COMPANY**

This Amendment No. 1 is made the 31<sup>st</sup> day of October, 2005, by and between T-Mobile USA, Inc., a successor in interest to its affiliate D&E/OmniPoint Wireless Joint Venture, L.P., d/b/a PCS One ("T-Mobile"), a Delaware corporation with offices at Bellevue, Washington, and Denver and Ephrata Telephone and Telegraph Company, Buffalo Valley Telephone Company and Conestoga Telephone and Telegraph Company with offices at 124 East Main Street, Ephrata, PA 17522 (individually referred to hereinafter as "Party" and collectively as "Parties").

**WITNESSETH**

**WHEREAS**, T-Mobile and Denver and Ephrata Telephone and Telegraph Company are parties to an interconnection agreement under Section 251 and 252 of the Communications Act dated August 16, 1999 (the "Interconnection Agreement"); and

**WHEREAS**, as a result of a merger, Denver and Ephrata Telephone and Telegraph Company, Buffalo Valley Telephone Company and Conestoga Telephone and Telegraph Company are owned by the same parent company, and the Parties desire to amend the Interconnection Agreement to have it apply to all Parties;

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

1. Effective on the Effective Date as hereinafter defined, the Interconnection Agreement is hereby amended as follows:

2. D&E Telephone shall be defined to include not only Denver and Ephrata Telephone and Telegraph Company, but also Buffalo Valley Telephone Company and Conestoga Telephone and Telegraph Company.

3. The Effective Date of this Amendment No. 1 shall be when it is approved by the Pennsylvania Public Utility Commission.

4. Section 8.1 of the August 16, 1999 Interconnection Agreement shall be restated in its entirety as follows:

This Agreement shall commence on the Effective Date, and shall terminate one (1) year after the Effective Date. This Agreement shall renew automatically for successive one (1) month 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 (1) not to renew by giving the other Party at least ninety (90) days written notice of the desire not to renew; or 2) to negotiate a subsequent agreement by giving the other Party at least ninety (90) days written notice of the desire to commence negotiations. If a Party elects to negotiate a subsequent agreement and a subsequent agreement has not been consummated prior to the termination date of the current Agreement, the current Agreement shall continue to be in effect until it is replaced by a new Agreement, or one hundred eighty (180) days beyond the termination date of the current Agreement, whichever is less.

5. Section 8.1.1 shall remain as contained in the August 16, 1999 Interconnection Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by the duly authorized representative as the date first set forth above.

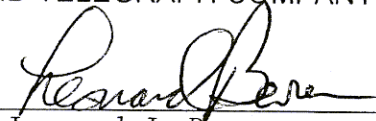
T-MOBILE, USA, INC.

By

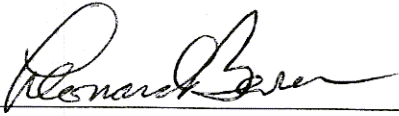
  
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**Dave Mayo**  
Vice President, Finance & Planning  
Engineering & Technical Operations

DENVER AND EPHRATA TELEPHONE  
AND TELEGRAPH COMPANY

By

  
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Leonard J. Beurer  
Vice President-Regulatory

BUFFALO VALLEY TELEPHONE  
COMPANY

By 

Leonard J. Beurer, VP-Regulatory

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CONESTOGA TELEPHONE AND  
TELEGRAPH COMPANY

By 

Leonard J. Beurer

Vice President-Regulatory