

**Amendment No. 1
to the Interconnection and Reciprocal Compensation Agreement between
CenturyLink
and
Verizon Wireless**

This Amendment No. 1 ("Amendment") is to the Interconnection and Reciprocal Compensation Agreement by and between CenturyTel of Washington, Inc. d/b/a CenturyLink, CenturyTel of Inter Island, Inc. d/b/a/ CenturyLink and CenturyTel of Cowiche, Inc. d/b/a CenturyLink (together, "CenturyLink") and Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and its wireless affiliates operating in the State of Washington from time to time ("Verizon Wireless"). Verizon Wireless and CenturyLink are referenced together as the "Parties."

RECITALS

WHEREAS, the Parties or their predecessors in interest entered into an Interconnection and Reciprocal Compensation Agreement for service in the State of Washington dated December 22, 2010, that was approved by the Commission ("Agreement"); and

WHEREAS, the Federal Communications Commission ("FCC") adopted a bill and keep compensation methodology for non-access telecommunications traffic exchanged between a LEC and a CMRS Provider in its Report and Order and Further Notice of Proposed Rulemaking in Docket No. 01-92, *In the Matter of Developing an Unified Intercarrier Compensation Regime*, released on November 18, 2011 and its Order on Reconsideration released on December 23, 2011 (collectively, the "FCC Order"); and

WHEREAS, prior to July 1, 2012, Verizon Wireless has requested to amend the Agreement based on the FCC Order; and

WHEREAS, the Parties agree to amend the Agreement based on the FCC Order with the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of 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

The Agreement is hereby amended by adding terms, conditions, and rates as set forth in this Amendment and Attachment 1, attached hereto and incorporated herein by this reference.

By signature on this Amendment, the Parties have elected to modify existing contract terms of the Agreement in order to implement the applicable provisions of the above mentioned FCC Order.

Effective Date

The Parties agree to implement the provisions of this Amendment effective July 1, 2012.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.


Entire Agreement

Other than the publicly filed Agreement and its Amendments, CenturyLink and Verizon Wireless have no agreement or understanding, written or oral, relating to the terms and conditions for interconnection.

The Parties intending to be legally bound have executed this Amendment as of the Amendment Effective Date, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Cellco Partnership d/b/a Verizon Wireless

**CenturyTel of Washington, Inc. d/b/a CenturyLink
CenturyTel of Inter Island, Inc. d/b/a CenturyLink
CenturyTel of Cowiche, Inc. d/b/a CenturyLink**

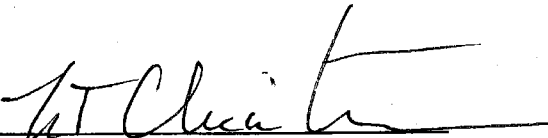


Signature

Brian Mecum
Name Printed/Typed

Area Vice President – Network
Title

8/4/13
Date



Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

8/19/13
Date

Attachment 1

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the exchange of Non-Access Telecommunications Traffic, as defined in the FCC Order, between the Parties.

1. General.

- 1.1. "Bill and Keep" shall have the meaning set forth in 47 C.F.R. § 51.713.
- 1.2. "Non-Access Telecommunications Traffic" shall have the meaning set forth in 47 C.F.R. § 51.701(b) that is originated or terminated as wireless traffic by Verizon Wireless' end user or end users of other wireless carriers roaming on Verizon Wireless' network.
- 1.3. Verizon Wireless agrees that it will only route traffic from Verizon Wireless' wireless end users, or end users of other wireless carriers roaming on Verizon Wireless' network, to CenturyLink for termination to CenturyLink end users or as Transit Traffic destined for a third party. CenturyLink agrees that it will only route traffic from its own landline end users, or end users of local exchange carriers or CMRS providers with switches that subtend CenturyLink's Tandem Switch, to Verizon Wireless for termination to Verizon Wireless' own wireless end users.
- 1.4. All other terms not otherwise defined in this Amendment are as defined in the Agreement.

2. Intercarrier Compensation.

- 2.1. Bill and Keep shall apply to the exchange of Non-Access Telecommunications Traffic, solely when such traffic terminates to the end users of one of the Parties, or end users of other wireless carriers roaming on Verizon Wireless' network. The End Office (2B) rate and the 2A/Indirect Rate set forth in Attachment 1 shall be \$0.00/MOU.
- 2.2. Notwithstanding anything in this Amendment or in the Agreement to the contrary, Bill and Keep shall not apply to CenturyLink's compensation for Transit Traffic. Transit Traffic service shall be subject to the Transit Rate set forth in Attachment 1 of the Agreement.

3. Tandem Management.

- 3.1. When Transit Traffic originated by a third party is routed through a CenturyLink Tandem to Verizon Wireless, and the third party is not legally obligated to compensate CenturyLink for the Transit Traffic provided in transporting the traffic to Verizon Wireless as a result of paragraph 999 of the FCC Order, then Verizon Wireless will either:
 - 3.1.1. Establish direct interconnection with such third party; or
 - 3.1.2. Pay the Transit Traffic charges for such traffic at the Transit Traffic rate set forth in the Agreement.

4. Price Sheet Revisions to Attachment 1 of the Agreement

CenturyLink ILEC Company Name	OCN	End Office (2B) Rate	2A / Indirect Rate	Mobile-Land Traffic Ratio	InterMTA Factor	Verizon Wireless originated Transit Traffic Rate	Third-party originated Transit Traffic Rate (as described in Section 3.1)
CenturyLink of Cowiche	2410	Bill and Keep	Bill and Keep	70/30	8.0%	0.00475	0.00475
CenturyLink of Inter Island	2422	Bill and Keep	Bill and Keep	70/30	8.0%	0.00475	0.00475
CenturyLink of Washington	2408	Bill and Keep	Bill and Keep	65/35	8.0%	0.00400	0.00400

5. Reservation of Rights. Notwithstanding anything in this Amendment or in the Agreement to the contrary, and notwithstanding the execution of this Amendment by the Parties, if as a result of any effective and unstayed decision, order, reconsideration or determination of any judicial or regulatory authority with competent jurisdiction, any provisions in the FCC Order regarding the Bill-and-Keep arrangements for Non-Access Telecommunications Traffic are stayed, revised, modified, reversed or remanded, then the Parties agree to comply with all requirements of such applicable effective and unstayed decision, order, reconsideration or determination.