

**Rate Amendment  
to the Type 2 Wireless Interconnection Agreement between  
Qwest Corporation  
and  
Sprint Spectrum L.P.  
for the State of Washington**

This is an Amendment ("Amendment") to the Type 2 Wireless Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Sprint Spectrum L.P. ("WSP"). Qwest and WSP shall be known jointly as the "Parties" and individually as a "Party".

**RECITALS**

WHEREAS, the Parties entered into a Type 2 Wireless Interconnection Agreement ("Agreement"), for service in the State of Washington, that was approved by the Commission; and

WHEREAS, the Parties would like to replace Part G of the Agreement with a new Exhibit A to properly reflect rates that Qwest has been charging WSP and WSP has been paying Qwest since 2002, except for the Section 251(b)(5) traffic which has been and will continue to be treated as bill and keep under the Agreement; and

WHEREAS, the Parties desire to avoid any billing disputes based on the rates set forth in Exhibit A; provided, however, that the Parties shall preserve any and all rights to dispute how such rates are applied; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the foregoing and 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 deleting in its entirety the Part G originally attached to the Agreement and replacing it with Exhibit A attached hereto. It is understood and agreed by the Parties, however, that the reciprocal compensation rates set forth in Exhibit A attached hereto do not replace the bill and keep reciprocal compensation arrangements for Section 251(b)(5) traffic that are currently contained in the Agreement. It is further understood and agreed that because Qwest has been billing and WSP has been paying such billing pursuant to the now included Exhibit A, neither Party will seek billing adjustments simply because Exhibit A has only now been formally made a part of the Agreement or based on the rates set forth on Exhibit A; provided, however, that the Parties shall preserve any and all rights to dispute how such rates are applied.

The Payment Section of the Agreement is hereby amended by adding the following terms and conditions:

WSP must not remit payment for any of the Services provided under this Agreement with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other

similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically agreed to by the Parties in this Agreement or in an amendment to this Agreement.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission.

**Further Amendments**

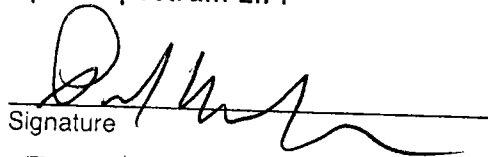
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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.

**Sprint Spectrum L.P.**

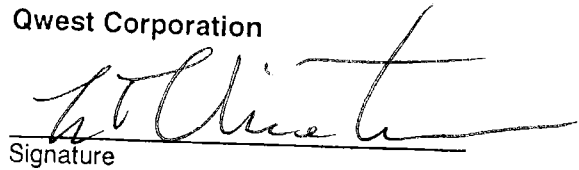
  
Signature

Paul Schieber  
Name Printed/Typed

V.P. Access Strategy & Roaming Planning  
Title

5/31/11  
Date

**Qwest Corporation**

  
Signature

L. T. Christensen  
Name Printed/Typed

Director - Wholesale Contracts  
Title

6/15/11  
Date

**Sprint Spectrum L.P.**  
**Exhibit A**  
**Washington**

Select the appropriate type of contract below. For cost docket changes, leave blank:				Select Traffic Type Options	EAS / Local Traffic Reciprocal Compensation Election Bill and Keep			Notes		
					Amendment	Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile
<b>6.0</b>	<b>Interconnection</b>									
	<b>6.1</b>	<b>Entrance Facilities</b>								
		6.1.1	DS1		\$76.70			A		
			6.1.1.1	Installation, Manual			\$447.65			C
			6.1.1.2	Disconnection, Manual			\$98.34			C
			6.1.1.3	Installation, Mechanized			\$438.56			C
			6.1.1.4	Disconnection, Mechanized			\$89.24			C
		6.1.2	DS3		\$314.05			A		
			6.1.2.1	Installation, Manual			\$556.56			C
			6.1.2.2	Disconnection, Manual			\$97.19			C
			6.1.2.3	Installation, Mechanized			\$547.75			C
			6.1.2.4	Disconnection, Mechanized			\$88.37			C
	<b>6.2</b>	<b>Intentionally Left Blank</b>								
	<b>6.3</b>	<b>Direct Trunked Transport</b>								
		6.3.1	DS0 (Recurring Fixed & per Mile)							
			6.3.1.1	Over 0 to 8 Miles	\$16.59	\$0.10		A	A	
			6.3.1.2	Over 8 to 25 Miles	\$16.59	\$0.07		A	A	
			6.3.1.3	Over 25 to 50 Miles	\$16.58	\$0.07		A	A	
			6.3.1.4	Over 50 Miles	\$16.59	\$0.14		A	A	
		6.3.2	DS1 (Recurring Fixed & per Mile)							
			6.3.2.1	Over 0 to 8 Miles	\$33.12	\$0.51		A	A	
			6.3.2.2	Over 8 to 25 Miles	\$33.12	\$0.65		A	A	
			6.3.2.3	Over 25 to 50 Miles	\$33.13	\$2.30		A	A	
			6.3.2.4	Over 50 Miles	\$33.13	\$2.70		A	A	
		6.3.3	DS3 (Recurring Fixed & per Mile)							
			6.3.3.1	Over 0 to 8 Miles	\$224.72	\$10.60		A	A	
			6.3.3.2	Over 8 to 25 Miles	\$225.41	\$11.55		A	A	
			6.3.3.3	Over 25 to 50 Miles	\$231.08	\$30.34		A	A	
			6.3.3.4	Over 50 Miles	\$233.13	\$34.70		A	A	
	<b>6.4</b>	<b>Multiplexing</b>								
		6.4.1	DS1 to DS0, per Arrangement		\$175.23			A		
			6.4.1.1	Installation, Manual			\$212.11			C
			6.4.1.2	Disconnection, Manual			\$79.02			C
			6.4.1.3	Installation, Mechanized			\$202.19			C
			6.4.1.4	Disconnection, Mechanized			\$69.08			C
		6.4.2	DS3 to DS1, per Arrangement		\$170.08			A		
			6.4.2.1	Installation, Manual			\$219.60			C
			6.4.2.2	Disconnection, Manual			\$79.02			C
			6.4.2.3	Installation, Mechanized			\$209.69			C
			6.4.2.4	Disconnection, Mechanized			\$69.08			C
	<b>6.5</b>	<b>Trunk Nonrecurring Charges</b>								
		6.5.1	Intentionally Left Blank							
		6.5.2	DS1 Interface							
			6.5.2.1	First Trunk						
				6.5.2.1.1	Installation		\$235.62			1
				6.5.2.1.2	Disconnection		\$118.94			1
			6.5.2.2	Each Additional Trunk						
				6.5.2.2.1	Installation		\$4.53			1
				6.5.2.2.2	Disconnection		\$1.11			1
		6.5.3	DS3 Interface							
			6.5.3.1	First Trunk						
				6.5.3.1.1	Installation		\$240.90			1
				6.5.3.1.2	Disconnection		\$120.20			1
			6.5.3.2	Each Additional Trunk						
				6.5.3.2.1	Installation		\$9.82			1
				6.5.3.2.2	Disconnection		\$2.37			1
		6.5.4	Trunk Routing Change, per Type 2 Trunk Group							
			6.5.4.1	2D Direct Final to Alternate Final			\$78.62			1
			6.5.4.2	Type 2 Routing Translation Charge			\$78.62			1
	<b>6.6</b>	<b>Intentionally Left Blank</b>								
	<b>6.7</b>	<b>IntraMTA Traffic</b>								
		6.7.1	End Office Call Termination, per Minute of Use		\$0.001178			#		

**Sprint Spectrum L.P.**  
**Exhibit A**  
**Washington**

					Recurring	Recurring Per Mile	Non-Recurring	REC #	REC per Mile	NRC
	6.7.2	Tandem Switched Transport, per Minute of Use			\$0.000690			#		
	6.7.3	Tandem Transmission (Recurring Fixed & per Mile)								
	6.7.3.1	Over 0 to 8 Miles			\$0.00026	\$0.00001		A	A	
	6.7.3.2	Over 8 to 25 Miles			\$0.00026	\$0.00001		A	A	
	6.7.3.3	Over 25 to 50 Miles			\$0.00026	\$0.00001		A	A	
	6.7.3.4	Over 50 Miles			\$0.00026	\$0.00001		A	A	
	<b>6.8</b>	<b>Intentionally Left Blank</b>								
	<b>6.9</b>	<b>Miscellaneous Charges</b>								
	6.9.1	Cancellation Charge					Qwest s Washington Access Service Tariff			
	6.9.2	Expedite Charge					Qwest s Washington Access Service Tariff			
	<b>6.10</b>	<b>Transit Traffic</b>								
	6.10.1	Local Transit (Local Transit Assumed Mileage = 9 Miles)			See Tandem Switching and Tandem Transmission Rates Above.	See Tandem Switching and Tandem Transmission Rates Above.				
	6.10.2	IntraLATA Toll Transit (IntraLATA Toll Assumed Mileage = 9 Miles)			\$0.002924					
	6.10.3	Jointly Provided Switched Access			Applicable Switched Access Tariff	Applicable Switched Access Tariff				
	6.10.4	Category 11 Mechanized Record Charge, per Record			\$0.0025			1		
	<b>7.0</b>	<b>Intentionally Left Blank</b>								
	<b>8.0</b>	<b>Intentionally Left Blank</b>								
	<b>9.0</b>	<b>Ancillary Services</b>								
	9.1	Local Number Portability								
	9.1.1	LNP Queries			See FCC Tariff #1 Section 13 & 20	See FCC Tariff #1 Section 13 & 20				
	<b>9.2</b>	<b>Intentionally Left Blank</b>								
	<b>9.3</b>	<b>Intentionally Left Blank</b>								
	<b>9.4</b>	<b>Access to Poles, Ducts, Conduits and Rights of Way (ROW)</b>								
	9.4.1	Pole Inquiry Fee, per Mile					\$322.64			C
	9.4.2	Innerduct Inquiry Fee, per Mile					\$387.83			C
	9.4.3	ROW Inquiry Fee, per Inquiry					\$334.65			E
	9.4.4	Intentionally Left Blank								
	9.4.5	Field Verification Fee, per Pole					\$35.83			E
	9.4.6	Field Verification Fee, per Manhole					\$143.33			C
	9.4.7	Planner Verification, Per Manhole					\$11.07			C
	9.4.8	Manhole Verification Inspector Per Manhole					\$74.43			E
	9.4.9	Manhole Make-Ready Inspector, per Manhole					\$198.48			E
	9.4.10	Intentionally Left Blank								
	9.4.11	Pole Attachment Fee, per Foot, per Year			\$3.81			4		
	9.4.12	Innerduct								
	9.4.12.1	Intentionally Left Blank								
	9.4.12.2	Innerduct Occupancy Fee, per Foot, per Year			\$0.38			4		
	9.4.13	Access Agreement Consideration					\$10.00			7
	9.4.14	Make Ready					ICB			3
	<b>9.5</b>	<b>White Pages Directory Listings, Facility Based Providers</b>								
	9.5.1	Primary Listing			No Charge		No Charge			



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Exhibit A  
Washington

		Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
18.0	Intentionally Left Blank						
19.0	Construction Charges	ICB		ICB	3		3
<b>NOTES:</b>							
	*	Unless otherwise indicated, all rates are pursuant to Washington Utilities and Transportation Commission Dockets:					
	A	Generic Cost Docket, UT-960369					
	B	Docket UT-003013, Part A					
	C	Docket UT-003013, Part B					
	E	Docket UT-003013, Part D					
	#	Denotes voluntary rate reduction. These rates are not subject to true up and will be applied on a going forward basis. Deaveraged loop and subloop (distribution and feeder) rates are pursuant 37th supplemental order in Docket UT-003013.					
	1	Rate not addressed in a cost proceeding (Estimated TELRIC)					
	2	Market based rates not addressed in the Cost Docket.					
	3	Individual Case Basis					
	4	Rate per FCC guidelines.					
	5	Intentionally Left Blank					
	6	Intentionally Left Blank					
	7	Rate agreed upon in 271 workshops.					

Sprint Spectrum L.P.  
Exhibit A  
Washington

Select the appropriate type of contract below. For cost docket changes, leave blank: Amendment				Select Traffic Type Options	EAS / Local Traffic Reciprocal Compensation Election Bill and Keep			Notes		
					Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
<b>6.0 Interconnection</b>										
<b>6.1 Entrance Facilities</b>										
	6.1.1	DS1		\$76.70			A			
		6.1.1.1	Installation, Manual			\$447.65				C
		6.1.1.2	Disconnection, Manual			\$98.34				C
		6.1.1.3	Installation, Mechanized			\$438.56				C
		6.1.1.4	Disconnection, Mechanized			\$89.24				C
	6.1.2	DS3		\$314.05			A			
		6.1.2.1	Installation, Manual			\$556.56				C
		6.1.2.2	Disconnection, Manual			\$97.19				C
		6.1.2.3	Installation, Mechanized			\$547.75				C
		6.1.2.4	Disconnection, Mechanized			\$88.37				C
<b>6.2 Intentionally Left Blank</b>										
<b>6.3 Direct Trunked Transport</b>										
	6.3.1	DS0 (Recurring Fixed & per Mile)								
		6.3.1.1	Over 0 to 8 Miles	\$16.59	\$0.10		A	A		
		6.3.1.2	Over 8 to 25 Miles	\$16.59	\$0.07		A	A		
		6.3.1.3	Over 25 to 50 Miles	\$16.58	\$0.07		A	A		
		6.3.1.4	Over 50 Miles	\$16.59	\$0.14		A	A		
	6.3.2	DS1 (Recurring Fixed & per Mile)								
		6.3.2.1	Over 0 to 8 Miles	\$33.12	\$0.51		A	A		
		6.3.2.2	Over 8 to 25 Miles	\$33.12	\$0.65		A	A		
		6.3.2.3	Over 25 to 50 Miles	\$33.13	\$2.30		A	A		
		6.3.2.4	Over 50 Miles	\$33.13	\$2.70		A	A		
	6.3.3	DS3 (Recurring Fixed & per Mile)								
		6.3.3.1	Over 0 to 8 Miles	\$224.72	\$10.60		A	A		
		6.3.3.2	Over 8 to 25 Miles	\$225.41	\$11.55		A	A		
		6.3.3.3	Over 25 to 50 Miles	\$231.08	\$30.34		A	A		
		6.3.3.4	Over 50 Miles	\$233.13	\$34.70		A	A		
<b>6.4 Multiplexing</b>										
	6.4.1	DS1 to DS0, per Arrangement		\$175.23			A			
		6.4.1.1	Installation, Manual			\$212.11				C
		6.4.1.2	Disconnection, Manual			\$79.02				C
		6.4.1.3	Installation, Mechanized			\$202.19				C
		6.4.1.4	Disconnection, Mechanized			\$69.08				C
	6.4.2	DS3 to DS1, per Arrangement		\$170.08			A			
		6.4.2.1	Installation, Manual			\$219.60				C
		6.4.2.2	Disconnection, Manual			\$79.02				C
		6.4.2.3	Installation, Mechanized			\$209.69				C
		6.4.2.4	Disconnection, Mechanized			\$69.08				C
<b>6.5 Trunk Nonrecurring Charges</b>										
	6.5.1	Intentionally Left Blank								
	6.5.2	DS1 Interface								
		6.5.2.1	First Trunk							
			6.5.2.1.1	Installation		\$235.62				1
			6.5.2.1.2	Disconnection		\$118.94				1
		6.5.2.2	Each Additional Trunk							
			6.5.2.2.1	Installation		\$4.53				1
			6.5.2.2.2	Disconnection		\$1.11				1
	6.5.3	DS3 Interface								
		6.5.3.1	First Trunk							
			6.5.3.1.1	Installation		\$240.90				1
			6.5.3.1.2	Disconnection		\$120.20				1
		6.5.3.2	Each Additional Trunk							
			6.5.3.2.1	Installation		\$9.82				1
			6.5.3.2.2	Disconnection		\$2.37				1
	6.5.4	Trunk Routing Change, per Type 2 Trunk Group								
		6.5.4.1	2D Direct Final to Alternate Final			\$78.62				1
		6.5.4.2	Type 2 Routing Translation Charge			\$78.62				1
<b>6.6 Intentionally Left Blank</b>										
<b>6.7 IntraMTA Traffic</b>										
	6.7.1	End Office Call Termination, per Minute of Use		\$0.001178			#			





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Exhibit A  
Washington

						Recurring	Recurring	Non-	REC	REC per	NBC
						Exchange Tariff Rate, Less Wholesale Discount	Per Mile	Recurring Exchange Tariff Rate, Less Wholesale Discount		Mile	
	9.5.2	Premium / Privacy Listings									
	<b>9.6</b>	<b>Directory Assistance, Facility Based Providers</b>									
	9.6.1	Local Directory Assistance, Per Call				\$0.35			A		
	9.6.2	National Directory Assistance, per Call				\$0.36			2		
	9.6.3	Call Branding, Set- Up and Recording						\$10,500.00			2
	9.6.4	Loading Brand / Per Switch						\$175.00			2
	9.6.5	Call Completion Link, per call				\$0.09			2		
	<b>9.7</b>	<b>Directory Assistance List Information</b>									
	9.7.1	Initial Database Load per Listing				\$0.0073			E		
	9.7.2	Reload of Database, per Listing				\$0.0073			E		
	9.7.3	Daily Updates, per Listing				\$0.0171			E		
	9.7.4	One-time Set-Up Fee, per Hour						\$67.43			2
	9.7.5	Media Charges for File Delivery									
	9.7.5.1	Electronic Transmission, per listing				\$0.002			E		
	9.7.5.2	Tapes (charges only apply if this is selected as the normal delivery medium for daily updates)				\$30.00			2		
	9.7.5.3	Shipping Charges (for tape delivery)						ICB			3
	<b>9.8</b>	<b>Toll and Assistance Operator Services, Facility Based Providers,</b>									
	9.8.1	<b>Option A - Per Message</b>									
	9.8.1.1	Intentionally Left Blank									
	9.8.1.2	Intentionally Left Blank									
	9.8.1.3	Intentionally Left Blank									
	9.8.1.4	Intentionally Left Blank									
	9.8.1.5	Intentionally Left Blank									
	9.8.1.6	Busy Line Verify, per Call				\$0.87			A		
	9.8.1.7	Busy Line Interrupt				\$0.35			A		
	9.8.2	<b>Option B - Per Operator Work Second and Computer Handled Calls</b>									
	9.8.2.1	Operator Handled, per Operator Work Second				\$0.01			A		
	9.8.2.2	Machine Handled, per Call				\$0.12			A		
		Intentionally Left Blank									
	<b>11.0</b>	<b>Access to Operational Support Systems (OSS)</b>									
	11.1	Development and Enhancements, per LSR Request						\$3.27			B
	11.2	Ongoing Operations, per LSR Request						\$3.76			B
	11.3	Daily Usage Record File, per Record				\$0.0011			1		
	<b>12.0</b>	<b>Intentionally Left Blank</b>									
	<b>13.0</b>	<b>Advanced Intelligent Network (AIN)</b>									
	13.1	AIN Customized Services						ICB			3
	13.2	AIN Platform Access				ICB		ICB	3		3
	13.3	AIN Query Processing, per Query				ICB			3		
	<b>14.0</b>	<b>Line Information Database (LIDB)</b>									
	14.1	LIDB Storage						No Charge			
	14.2	Line Validation Administration System Access (LVAS)									
	14.2.1	LIDB Line Record Initial Load									
	14.2.1.1	Up to 20,000 Line Records						\$2,481.36			B
	14.2.1.2	Over 20,000 Line Records						ICB			3
	14.2.2	Mechanized Service Account Update, per				ICB			3		
	14.2.3	Individual Line Record Audit						ICB			3
	14.2.4	Account Group Audit						ICB			3
	14.2.5	Expedited Request Charge for Manual						ICB			3
	14.3	LIDB Query Service, per Query				\$0.002593			B		
	14.4	Fraud Alert Notification, per Alert				No Charge					
	<b>15.0</b>	<b>8XX Database Query Service</b>				\$0.012828			B		
	15.1	Basic Query, per Query				\$0.000001			B		
	15.2	POTS Translation				\$0.000003			B		
	15.3	Call Handling & Destination Feature									
		<b>Bona Fide Request Process</b>									
	16.1	<b>Processing Fee</b>						\$1,667.18			E
	<b>17.0</b>	<b>Intentionally Left Blank</b>									

**Sprint Spectrum L.P.  
Exhibit A  
Washington**

		Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
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7	Rate agreed upon in 271 workshops.						