

**WSP Consolidation, Triennial Review Order and Reciprocal Compensation Credit
Amendment to the Interconnection Agreement between
Qwest Corporation and
Verizon Wireless (fka U S WEST NewVector Group, Inc.)
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 the Verizon Wireless entities listed on the signature page of this Amendment (collectively "Verizon Wireless" or "WSP"), successor-in-interest to Cellco Partnership d/b/a Verizon Wireless. This Amendment incorporates the WSP Consolidation, Triennial Review Order, and new Reciprocal Compensation Credit Factors between Qwest and WSP. WSP and Qwest shall be known jointly as the "Parties". Attachment 1B shall identify the Surviving Entity legal name and Access Carrier Name Abbreviation (ACNA). Attachment 1B shall also identify the Merging Entity and its ACNA.

RECITALS.

WHEREAS, WSP and Qwest entered into one or more Interconnection Agreement(s) (such Interconnection Agreement(s), as amended to date, being referred to herein as the "Agreement") for services in the state of Washington which was approved by the Washington Utilities and Transportation Commission ("Commission"); and

WHEREAS, the former companies (Merging Entity) and the Verizon Wireless entities listed on the signature page of this Amendment that are successors-in-interest (Surviving Entity) each entered into Interconnection Agreements with Qwest ("Agreements"), for service in the State of Washington, that was approved by the ("Commission"); and

WHEREAS, WSP has consolidated its operations under a single legal Surviving Entity due to merger, acquisition or other legal process as described on Attachment 1A; and

WHEREAS, WSP has requested that the Surviving Entity be allowed to operate under one legal Agreement but continue placing orders utilizing the separate codes of the Merging Entities instead of combining all facilities under a single code as required under the existing standard merger/ consolidation process; and

WHEREAS, the Parties have been working together to accommodate WSP's request, and desire to minimize transition costs and disruption in operations, including ordering, provisioning and billing while operating under one legal Agreement utilizing multiple entity identification and industry codes; and

WHEREAS, the Federal Communications Commission ("FCC") promulgated new rules and regulations pertaining to, among other things, the availability of unbundled network elements ("UNEs") pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") in its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"); and

WHEREAS, the TRO materially modifies Qwest's obligations under the Act with respect to, among other things, Qwest's requirement to offer certain UNEs; and

WHEREAS, the Parties wish to amend the Agreement to comply with the TRO and hereby agree to do so under the terms and conditions contained herein; and

WHEREAS, the Parties wish to change the current Reciprocal Compensation Credit Factors.

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:

I. Amendment Terms.

To the extent applicable, the Agreement is hereby amended by consolidating Agreements as set forth in Attachment 1B, deleting certain UNE signaling as set forth in Attachment 2, and implementing new Reciprocal Compensation Credit Factors as set forth in Attachment 3 to this Amendment, attached hereto and incorporated herein by this reference.

II. Commission Filing/Commission Approval.

The Parties shall work together in good faith to prepare and file the necessary document to notify the Commission of the actions set forth in Section 1 above.

III. Limitations.

Nothing in this Amendment shall be deemed an admission by Qwest or WSP concerning the interpretation or effect of the TRO, nor rules, regulations, interpretations, and appeals thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same. Nothing in this Amendment shall preclude or estop Qwest or WSP from taking any position in any forum concerning the proper interpretation or effect of TRO or concerning whether the TRO should be changed, vacated, dismissed, stayed or modified.

IV. Conflicts.

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement shall not be interpreted as, or deemed a grounds for finding, a conflict for purposes of this Section IV.

V. Scope.

This Amendment shall amend, modify and revise the Agreement only to the extent the UNE listed in Attachment 2 are included in the Agreement and, except to the extent set forth in Section I and Section II of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Execution Date.

VI. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission, except where the change of law provision in WSP's Agreement specifies a different effective date. The Parties agree to implement the provisions of this Amendment upon execution ("Execution Date").

VII. Further Amendments.

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.

VIII. 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. Other than as expressly set forth in an amendment to the Surviving Agreement, all other terms of the Surviving Agreement and Amendments shall remain in full force and effect.

Verizon Wireless

Cellco Partnership d/b/a Verizon Wireless

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Seattle SMSA Limited Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner



Signature

Walter L. Jones, Jr.

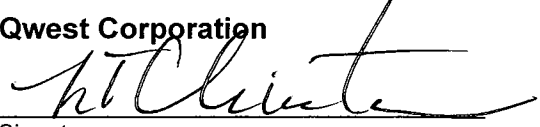
Name Printed/Typed

West Area Vice President - Network

Title

9/7/08

Date

Qwest Corporation


Signature

L. T. Christensen

Name Printed/Typed

Director – Interconnection Agreements

Title

9/24/08

Date

ATTACHMENT 1

Section 1. Surviving Interconnection Agreement

A. WSP and Qwest agree that upon execution of this Amendment, the Interconnection Agreement identified on Attachment 1B will govern the Surviving Entity and the Merging Entity with respect to the matters set forth therein (the "Surviving Agreement") and any other Agreements previously used by the Merging Entity shall immediately terminate, except that any outstanding liabilities and/or charges accrued under the Merging Entity's prior Agreements shall be assumed by the Surviving Entity and be governed by the terms, conditions and rates of the Surviving Agreement. A list of the Merging Entity Agreement and effective Amendments are listed on Attachment 1B. Attachment 1B shall also identify the Surviving Agreement and any applicable surviving amendments.

B. The Parties agree that the Surviving Entity shall legally assume all rights and liabilities of the Merging Entity, including but not limited to Billing Account Numbers, any pending order activity, refunds, credits and other related billing matters that may accrue (including but not limited to past due bills or any items under dispute), or that may have accrued but not yet been provided to the Merging Entity, including charges associated with any unexpired portions of minimum periods and minimum termination liabilities.

C. Notwithstanding any provision of this Amendment, payment of any refund or extension of any credit or other rights required by law in connection with the services provided to WSP shall be made by Qwest in the manner required by the Surviving Agreement or as required by applicable law.

Section 2. Ordering, Provisioning and Billing

Notwithstanding Section 1 above, Qwest and WSP agree to process and bill orders according to the process described in this Section 2.

A. The Parties shall continue to separately place all orders and submit all bills related to the Merging Entity in the same manner as prior to WSP's acquisition, merger, consolidation or reorganization. Specifically, orders and billing functions relating to assets (e.g. circuits and collocations) originally assigned to the Merging Entity shall be placed using the codes originally assigned to the Merging Entity. WSP agrees that it shall be solely responsible to ensure that the correct codes for the Merging Entity are utilized when placing orders and/or billing functions and for any delays or errors caused by WSP's failure to comply with this process. Any bills to Qwest related to the Merging Entity shall also utilize the separate Merging Entity codes. In the event WSP fails to comply with this process, Qwest reserves the right to terminate this process upon thirty (30) days' prior written notice. Upon termination of the process, WSP agrees to comply with Qwest's current process to change the codes from the Merging Entity to the Surviving Entity codes. In addition, WSP may opt, at any time during this agreement, to change the codes from the Merging Entity to the Surviving Entity codes by following Qwest's then-current process for such changes.

B. WSP and Qwest shall continue processing WSP's orders and billing functions using the separate Merging Entity codes and continue to issue separate bills and payments to and from the Merging Entity in the same manner as prior to WSP's consolidation or reorganization. Nevertheless, WSP agrees that the Surviving Entity is fully responsible for purposes of contract, billing and all other matters for the services being ordered, provisioned and billed, regardless of the Merging Entity code being utilized.

C. WSP and Qwest agree that the procedures set forth in A and B above shall apply to all orders and bills that relate or depend upon existing collocations and facilities. Orders and bills involving new collocations and related facilities shall only utilize the Surviving Entity ACNA(s), as identified on Attachment 1B and related industry codes.

D. To the extent that WSP requires a billing address change, personnel access updates (systems) or other notice changes, WSP shall submit an updated questionnaire and also agrees to complete any other forms required by Qwest to accomplish the matters contemplated under this Amendment.

Section 3. Authorization to Consolidate Merging Entities and Utilize Codes

A. WSP represents that it has obtained all necessary Commission or other approvals to consolidate, merge or reorganize the Merging Entity into the Surviving Entity and continue using the Merging Entity ACNA and other codes described on Attachment 1B. Upon request, WSP shall provide Qwest documentation supporting such approvals or authorizations.

B. WSP agrees to indemnify and hold harmless Qwest, its affiliates, officers and directors, employees, agents and contractors from any liability, claims, or causes of action arising out of its use of the Merging Entity ACNA and other codes as contemplated under this Amendment.

This Amendment is intended to accommodate the Parties' agreement to maintain the operational status quo between the Parties. The Amendment reflects the continued operation of all of WSP's respective business operations and activities in the same manner in which WSP did so prior to implementing its legal entity merger/acquisition/reorganization/consolidation, albeit through a single legal Surviving Entity under a single Surviving Agreement.

**ATTACHMENT 1A
WSP ENTITIES**

MERGING ENTITY¹

Washington	GTE Mobilnet Incorporated
Washington	Verizon Wireless fka U S WEST NewVector Group Inc.

SURVIVING ENTITY²

Washington	Cellco Partnership d/b/a Verizon Wireless Verizon Wireless (VAW) LLC d/b/a Verizon Wireless Seattle SMSA Limited Partnership d/b/a Verizon Wireless By Cellco Partnership, Its General Partner
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¹ Merging Entities are those WSPs that have been merged into, acquired by or consolidated into the Surviving Entity due to an event such as merger, acquisition, reorganization or other legal activity resulting in dissolution of one or more of such Merging Entities and termination of such associated WSP certifications.

² The Surviving Entity are the multiple surviving legal entities resulting from the legal activity described in footnote 1. The Surviving Entity may be one of the Merging Entities or a newly created legal entity. The Surviving Interconnection Agreement will be in the name of the Surviving Entity.

**ATTACHMENT 1B
INTERCONNECTION AGREEMENTS**

MERGING Agreements

STATE	WSP NAME	Contract Number	ACNAs	OCNs
Washington	GTE Mobilnet Incorporated	DEN-970205-4407	NVC	6246 & 6573
Washington	Verizon Wireless fka U S WEST NewVector Group Inc.	DEN-970421-4405	NVC	
		ISP Amnd		
		SPOP Amnd		

SURVIVING Agreement*

STATE	WSP NAME	Contract Number	ACNAs	OCNs
Washington	Verizon Wireless fka U S WEST NewVector Group Inc.	DEN-970421-4405	NVC	6246 & 6573
		ISP Amnd		
		SPOP Amnd		

And

Qwest Corporation,
f/k/a U S WEST Communications, Inc.

*As of the Effective Date of the Agreement, the Surviving Agreement will govern the Surviving Entity and all Merging Entities and all facilities. All of the Merging Agreements, except for the Surviving Agreement, will be simultaneously terminated.

ATTACHMENT 2

1. Signaling Networks

1.1 Transition for Signaling Networks - Upon the Execution Date, WSP will not place, and Qwest will not accept, ASRs for unbundled signaling network elements. Qwest account representatives will work with WSP on a plan to convert any existing unbundled signaling network elements to other available Qwest products or services. WSP will submit complete, error-free ASRs to convert or disconnect any existing unbundled signaling network elements with due dates that are within ninety (90) days of the Execution Date. Qwest and WSP will work together to identify those network elements.

1.2 Failure to Convert Non-Impaired Network Elements – Signaling Networks. Absent WSP transition of signaling networks within ninety (90) days of the Execution Date, Qwest will convert services to alternate arrangements. WSP is subject to back billing for the difference between the rates for the UNEs and rates for the Qwest alternative service arrangements to the ninety-first (91st) day. WSP is also responsible for all non-recurring charges associated with such conversions.

ATTACHMENT 3

FACILITIES CREDIT

When WSP leases two-way facilities from Qwest for Entrance Facility (EF), Direct Trunked Transport (DTT) and Multiplexing, Qwest's charges shall be adjusted to account for the portion of the facility used to transport traffic originated by Qwest's end users to WSP, as follows:

A credit will be calculated by multiplying (1) the sum of the total monthly two-way channel facility for the EF and DTT, multiplexer and distance sensitive facilities state-specific charges by (2) a factor of 0.187 (eighteen point seven percent) which is based on a three consecutive month traffic study. This credit will be applied each month for the term of this Agreement.

The Parties agree that the Facilities Credit is intended to apply only to Type 2 interconnection facilities which are actually utilized as two-way facilities, and will not apply to one-way facilities. Unless the Parties agree otherwise in writing, either Party may route traffic to the other utilizing one-way trunks. Recurring charge for these trunks will be borne by the initiating Party.

Installation nonrecurring charges may be assessed by Qwest for each Type 2 trunk ordered by WSP, at the rates specified in the Agreement.

BILLING FOR QWEST-ORIGINATED TRAFFIC

WSP will receive payment for Qwest originated traffic it terminates by using Reciprocal Compensation Credits based on factors developed from a three consecutive month study. Qwest will compensate WSP for MTA/Local two way traffic originated from Qwest's end users within the LATA.

The Reciprocal Compensation Credit shall be calculated as follows: Divide the total number of monthly Qwest measured MTA/Local WSP minutes of use terminated on Qwest's network by a factor of 0.642 (sixty-four point two percent). The total of the calculation will then be multiplied by 0.358 (thirty-five point eight percent), to arrive at the total Qwest MTA/Local minutes of use terminated on WSP's network per month. This monthly total will be multiplied by the current ISP rate of \$0.0007 to obtain the Reciprocal Compensation Credit for the month.

Monthly Qwest measured MTA/Local WSP minutes do not include: one-time charges, ancillary service charges, traffic from WSP transiting the Qwest network and terminating on another provider's network, switched access traffic, and any Qwest provided service which has its own contractual terms and conditions other than the services set forth in this Agreement.

The Reciprocal Compensation Credit for the month will appear on each monthly bill to WSP as a credit against amounts due and payable. Reciprocal Compensation Credits will be applied one (1) month in arrears. Any minutes of use eligible for the Reciprocal Compensation Credit which are adjusted (debit or credit) will directly result in an adjustment in the Reciprocal Compensation Credit.

The Reciprocal Compensation Credit factors for usage and two way facilities can be updated annually subject to review and agreement by both Parties, based on a three-month study of actual usage of traffic exchanged between the Parties. If the Parties do not initiate a new traffic study and agree on new Reciprocal Compensation Credit factors, the current factors will remain in effect until the next update.

Inter-MTA factors for determining non-Local traffic will remain as currently agreed upon by the Parties.