

**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 Interconnection Agreement (the "Agreement") between Qwest Corporation, a Colorado corporation ("Qwest"), and Verizon Wireless fka U S WEST NewVector Group Inc. ("WSP"). All of the entities that are signatories hereto shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Agreement was approved by the Washington Utilities and Transportation Commission (the "Commission") on August 27, 1997;

WHEREAS, RCC Minnesota, Inc. formerly known as BMCT L.P ("RCC") and Qwest entered into a Wireless Interconnection Agreement, DEN-970130-4401, approved by the Washington Utilities and Transportation Commission on June 9, 1997 (the "RCC Agreement");

WHEREAS, WSP has entered into a transaction with RCC whereby it acquired certain of the assets of RCC; and

WHEREAS, the Parties wish to amend the Agreement further under 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 the following Operating Company Number ("OCN") and Access Customer Name Abbreviation ("ACNA"), which were previously governed by the RCC Agreement, but shall after the date hereof be governed exclusively under the terms and provisions of the Agreement:

OCN = 6710
ACNA = RHD

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, WSP must generate, if necessary, an updated Customer

Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. WSP will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the WSP's bills shall be deemed accurate and adjusted without error.

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 all of the Parties' authorized representatives. 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.

Signatures

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

TLA Spectrum LLC

RCC Minnesota, Inc.



Signature

Walter L. Jones, Jr.

Name Printed/Typed

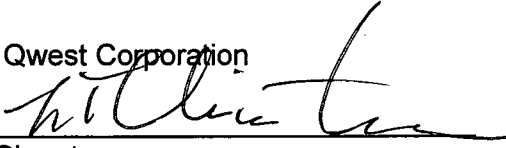
West Area Vice President - Network

Title

3/21/09

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

3/30/09

Date