

**Rate Amendment  
to the Type 2 Wireless Interconnection Agreement between  
Qwest Corporation  
and  
Eastern Sub-RSA Limited Partnership c/o Inland Cellular its General Partner  
for the State of Washington**

This is an Amendment (this "Amendment") to the Type 2 Wireless Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Eastern Sub-RSA Limited Partnership c/o Inland Cellular its General Partner ("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 (the "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 the Exhibit A attached to this Amendment to properly reflect various cost docket rate changes and the appropriate non-recurring Type 2 trunk charges.

WHEREAS, the Parties desire to avoid any billing disputes based on the subject matter of this Amendment and understand and agree that the rates set forth in Exhibit A hereto have been historically charged and paid for the period up to and including the date of this Amendment;

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 Part G originally attached to the Agreement and replacing it with Exhibit A attached hereto. It is understood and agreed by the Parties that neither Party will seek billing adjustments based on the subject matter of this Amendment, including without limitation, with respect to the rates set forth in Exhibit A hereto that have been historically charged and paid for the period up to and including the date of this Amendment.

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.

**Eastern Sub-RSA Limited Partnership  
c/o Inland Cellular its General Partner**

**Qwest Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Printed/Typed

L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

Director – Wholesale Contracts  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Effective Date**

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

**Further Amendments**

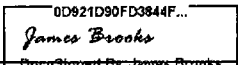
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may 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**

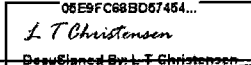
The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties,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

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**Eastern Sub-RSA Limited Partnership  
c/o Inland Cellular its General Partner**

  
DocuSigned By: James Brooks  
\_\_\_\_\_  
Signature  
  
James Brooks  
\_\_\_\_\_  
Name Printed/Typed  
  
Treasurer/Controller  
\_\_\_\_\_  
Title  
  
12/7/2010  
\_\_\_\_\_  
Date

**Qwest Corporation**

  
DocuSigned By: L. T. Christensen  
\_\_\_\_\_  
Signature  
  
L. T. Christensen  
\_\_\_\_\_  
Name Printed/Typed  
  
Director – Wholesale Contracts  
\_\_\_\_\_  
Title  
  
12/9/2010  
\_\_\_\_\_  
Date

**Certificate of Completion**

Envelope Number: 3A87FD77322A4EC9903C5299EC1A19A2  
 Subject: Eastern Sub-RSA Limited Partnership -Qwest QLSP Agreement- WA  
 Source Envelope:  
 Document Pages: 6  
 Certificate Pages: 2  
 AutoNav: Enabled  
 Envelope Stamping: Enabled

Status: Completed

Envelope Originator:  
 Kristi Coffin  
 1232 Main Street  
 Seattle, WA 98275  
 kristi.coffin@qwest.com  
 IP Address:

**Record Tracking**

Status: Original  
 10/19/2010 4:22:32 PM PST

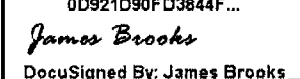
Holder: Kristi Coffin  
 kristi.coffin@qwest.com

Location: DocuSign

**Signer Events**

James Brooks  
 jbrooks@inlandnet.com  
 Treasurer/Controller  
 Security Level: Email, Account Authentication (None)  
 Consumer Disclosure:  
 Not Offered  
 ID:

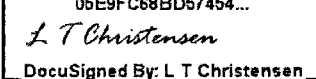
**Signature**

0D921D90FD3844F...  
  
 DocuSigned By: James Brooks  
 Using IP Address: 204.14.96.4

**Timestamp**

Sent: 11/5/2010 9:09:33 AM PT  
 Delivered: 11/19/2010 8:33:54 AM PT  
 Signed: 12/7/2010 10:08:09 AM PT

L T Christensen  
 larry.christensen@qwest.com  
 Director - Wholesale Contracts  
 Qwest Corporation  
 Security Level: Email, Account Authentication (None)  
 Consumer Disclosure:  
 Not Offered  
 ID:

05E9FC68BD57454...  
  
 DocuSigned By: L T Christensen  
 Using IP Address: 12.199.9.16

Sent: 12/7/2010 10:08:10 AM PT  
 Delivered: 12/7/2010 4:15:26 PM PT  
 Signed: 12/9/2010 3:47:54 PM PT

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Bryan Sanderson  
 Bryan.Sanderson@qwest.com  
 Security Level: Email, Account Authentication (None)  
 Consumer Disclosure:  
 Not Offered  
 ID:

**COPIED**

Sent: 11/5/2010 9:09:32 AM PT

**Eastern Sub-RSA Limited Partnership c/o Inland Cellular its General Partner  
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			Notes		
					State Ordered Rates			REC	REC per Mile	NRC
					Recurring	Recurring Per Mile	Non-Recurring			
<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	2A 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			#		

**Eastern Sub-RSA Limited Partnership c/o Inland Cellular its General Partner  
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	
6.8	Intentionally Left Blank								
6.9	Miscellaneous Charges								
6.9.1	Cancellation Charge					Qwest s Washington Access Service Tariff			
6.9.2	Expedite Charge					Qwest s Washington Access Service Tariff			
6.10	Transit Traffic								
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		
7.0	Intentionally Left Blank								
8.0	Intentionally Left Blank								
9.0	Ancillary Services								
9.1	Local Number Portability								
9.1.1	LNP Queries			See FCC Tariff #1 Section 13 & 20		See FCC Tariff #1 Section 13 & 20			
9.2	Intentionally Left Blank								
9.3	Intentionally Left Blank								
9.4	Access to Poles, Ducts, Conduits and Rights of Way (ROW)								
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	Intentionally Left Blank								
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			\$2.94			4		
9.4.12	Innerduct								
	9.4.12.1	Intentionally Left Blank							
	9.4.12.2	Innerduct Occupancy Fee, per Foot, per Year		\$1.87			4		
9.4.13	Intentionally Left Blank								
9.4.14	Make Ready						ICB		3
9.5	White Pages Directory Listings, Facility Based Providers								
9.5.1	Primary Listing			No Charge		No Charge			
9.5.2	Premium / Privacy Listings			Exchange Tariff Rate, Less Wholesale Discount		Exchange Tariff Rate, Less Wholesale Discount			
9.6	Directory Assistance, Facility Based Providers								
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		

**Eastern Sub-RSA Limited Partnership c/o Inland Cellular its General Partner  
Exhibit A  
Washington**

					Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
<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	Intentionall Left Blank								
	9.8.1.2	Intentionall Left Blank								
	9.8.1.3	Intentionall Left Blank								
	9.8.1.4	Intentionall Left Blank								
	9.8.1.5	Intentionall 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		
<b>10.0</b>	<b>Intentionally Left Blank</b>									
<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			\$0.0000045				B	
<b>16.0</b>	<b>Bona Fide Request Process</b>									
	16.1	Processing Fee					\$1,667.18			E
<b>17.0</b>	<b>Intentionally Left Blank</b>									
<b>18.0</b>	<b>Intentionally Left Blank</b>									
<b>19.0</b>	<b>Construction Charges</b>					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								

