

**Rate Amendment
to the Type 2 Wireless Interconnection Agreement between
Qwest Corporation
and
Washington RSA No. 8 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 Washington RSA No. 8 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.

**Washington RSA No. 8 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.

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.

**Washington RSA No. 8 Limited Partnership
c/o Inland Cellular its General Partner**

0D921D90FD3844F...
<i>James Brooks</i>
DocuSigned By: James Brooks
Signature
James Brooks
Name Printed/Typed
Treasurer/Controller
Title
12/7/2010
Date

Qwest Corporation

05E9FC8BBD57454...
<i>L. T. Christensen</i>
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: 7D51991025314B2EAF7780E510C1274A
 Subject: Washington RSA #8-Qwest Rate Update Amendment- WA
 Source Envelope:
 Document Pages: 6
 Certificate Pages: 2
 AutoNav: Enabled
 Envelope Stamping: Enabled

Signatures: 2
 Initials: 0

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

Record Tracking

Status: Original
 11/5/2010 9:10:08 AM PST

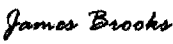
Holder: Kristi Coffin
 kristi.coffin@qwest.com

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 9:15:34 AM PT
 Delivered: 11/19/2010 9:08:52 AM PT
 Signed: 12/7/2010 10:04:36 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 10:04:36 AM PT
 Delivered: 12/9/2010 3:48:24 PM PT
 Signed: 12/9/2010 3:48:33 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 9:15:34 AM PT
 Delivered: 11/10/2010 10:16:04 AM PT

Washington RSA No. 8 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:		Select Traffic Type Options	EAS / Local Traffic Reciprocal Compensation Election			Notes		
			State Ordered Rates					
			Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
6.0 Interconnection								
6.1 Entrance Facilities								
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
6.2 Intentionally Left Blank								
6.3 Direct Trunked Transport								
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	
6.4 Multiplexing								
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
6.5 Trunk Nonrecurring Charges								
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
6.6 Intentionally Left Blank								
6.7 IntraMTA Traffic								
6.7.1		End Office Call Termination, per Minute of Use	\$0.001178			#		

Washington RSA No. 8 Limited Partnership c/o Inland Cellular its General Partner
Exhibit A
Washington

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NREC
	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		
	6.11	Intentionally Left Blank							
	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	Intentionally Left Blank							
	9.4.8	Intentionally Left Blank							
	9.4.9	Intentionally Left Blank							
	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			

Washington RSA No. 8 Limited Partnership c/o Inland Cellular its General Partner
Exhibit A
Washington

			Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
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		
9.7	Directory Assistance List Information							
	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
9.8	Toll and Assistance Operator Services, Facility Based Providers,							
	9.8.1	Option A - Per Message						
	9.8.1.1	Intentional Left Blank						
	9.8.1.2	Intentional Left Blank						
	9.8.1.3	Intentional Left Blank						
	9.8.1.4	Intentional Left Blank						
	9.8.1.5	Intentional 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	Option B - Per Operator Work Second and Computer Handled Calls						
	9.8.2.1	Operator Handled, per Operator Work Second	\$0.01			A		
	9.8.2.2	Machine Handled, per Call	\$0.12			A		
10.0	Intentionally Left Blank							
11.0	Access to Operational Support Systems (OSS)							
	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		
12.0	Intentionally Left Blank							
13.0	Advanced Intelligent Network (AIN)							
	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		
14.0	Line Information Database (LIDB)							
	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					
15.0	8XX Database Query Service							
	15.1	Basic Query, per Query	\$0.012828			B		
	15.2	POTS Translation	\$0.000001			B		
	15.3	Call Handling & Destination Feature	\$0.000003			B		
16.0	Bona Fide Request Process							
	16.1	Processing Fee			\$1,667.18			E
17.0	Intentionally Left Blank							
18.0	Intentionally Left Blank							
19.0	Construction Charges			ICB		ICB	3	3

Washington RSA No. 8 Limited Partnership c/o Inland Cellular its General Partner
Exhibit A
Washington

		Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NRC
NOTES:							
*	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.						