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.	Qwest Corporation
Signature	Signature
Name Printed/Typed	L. T. Christensen Name Printed/Typed
Title	<u>Director – Wholesale Contracts</u> Title
Date	Date

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	Recurring Non-Recurring Per Mile Recurring C								
В	Docket UT-003013, Part A								
С	Docket UT-003013, Part B								
Ε	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	Intentionaly Left Blank								
6	Intentionaly Left Blank								
7	Rate agreed upon in 271 workshops.								

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.	Qwest Corporation
Signature	Signature Line
Paul Schieber Name Printed/Typed	L. T. Christensen Name Printed/Typed
V.P. Access Strategy & Roaming Title Planning	Director - Wholesale Contracts Title
Date Date	Date 6/15/1/