Rate Amendment
to the Type 2 Wireless Interconnection Agreement between
Qwest Corporation
and
Sprint Spectrum L.P.
for the State of Nebraska

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 Nebraska, 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.

Signature

Paul Schieber
Name Printed/Typed

V.P. Access Strategy & Roaming Planning
Title

5/31/11
Date

Qwest Corporation

Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

6/15/11
Date

Sprint Spectrum L.P.
Wireless Type 2 Exhibit A
Nebraska

Select the appropriate type of contract below. For cost docket changes, leave blank:					Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election				
					Options	Bill and Keep			Notes	
						Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
6.0	Interconnection										
	6.1	Entrance Facilities									
		6.1.1	DS1			$79.98		$179.89	A		A
		6.1.2	DS3			$429.36		$314.74	A		A
	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		$20.95	$0.23		A	A	
			6.3.1.2	Over 8 to 25 Miles		$21.00	$0.13		A	A	
			6.3.1.3	Over 25 to 50 Miles		$21.11	$0.11		A	A	
			6.3.1.4	Over 50 Miles		$21.19	$0.07		A	A	
		6.3.2	DS1 (Recurring Fixed & per Mile)								
			6.3.2.1	Over 0 to 8 Miles		$34.12	$3.25		A	A	
			6.3.2.2	Over 8 to 25 Miles		$34.95	$3.28		A	A	
			6.3.2.3	Over 25 to 50 Miles		$36.80	$1.86		A	A	
			6.3.2.4	Over 50 Miles		$35.44	$0.79		A	A	
		6.3.3	DS3 (Recurring Fixed & per Mile)								
			6.3.3.1	Over 0 to 8 Miles		$219.24	$54.79		A	A	
			6.3.3.2	Over 8 to 25 Miles		$222.65	$17.32		A	A	
			6.3.3.3	Over 25 to 50 Miles		$204.76	$21.47		A	A	
			6.3.3.4	Over 50 Miles		$216.42	$14.86		A	A	
	6.4	Multiplexing									
		6.4.1	DS1 to DS0			$233.80		$203.08	A		A
		6.4.2	DS3 to DS1			$248.81		$203.08	A		A
	6.5	Trunk Nonrecurring Charges									
		6.5.1	Intentionally Left Blank								
		6.5.2	DS1 Interface								
			6.5.2.1	First Trunk				$262.34			A
			6.5.2.2	Each Additional Trunk				$4.74			A
		6.5.3	DS3 Interface								
			6.5.3.1	First Trunk				$267.84			A
			6.5.3.2	Each Additional Trunk				$10.25			A
		6.5.4	Trunk Routing Change, per Type 2 Trunk Group								
			6.5.4.1	2A Direct Final to Alternate Final				$76.42			1
			6.5.4.2	Type 2 Routing Translation Change				$76.42			1
	6.6	Intentionally Left Blank									
	6.7	IntraMTA Traffic									
		6.7.1	End Office Call Termination, per MOU			$0.001260			###		
		6.7.2	Tandem Switched Transport, per MOU			$0.000690			#		
		6.7.3	Tandem Transmission (Recurring Fixed & per Mile)								
			6.7.3.1	Over 0 to 8 Miles		$0.0004880	$0.0000308		A	A	
			6.7.3.2	Over 8 to 25 Miles		$0.0004960	$0.0000179		A	A	
			6.7.3.3	Over 25 to 50 Miles		$0.0005280	$0.0000134		A	A	
			6.7.3.4	Over 50 Miles		$0.0005370	$0.0000076		A	A	
	6.8	Intentionally Left Blank									
	6.9	Miscellaneous Charges									
		6.9.1	Cancellation Charge					Qwest s Nebraska Access Service Catalog			
		6.9.2	Expedite Charge					Qwest s Nebraska Access Service Catalog			
	6.10	Transit Traffic									

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
	6.10.1	Local Transit (Local Transit Assumed Mileage = 15 Miles)		See Tandem Switching and Tandem Transmission Rates Above	See Tandem Switching and Tandem Transmission Rates Above				
	6.10.2	IntraLATA Toll Transit		$0.003005					
	6.10.3	Jointly Provided Switched Access		Qwest's Idaho Access Service Catalog					
	6.10.4	Category 11 Mechanzied Record Charge, per Record		$0.001723			A		
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 Sections 13 & 20		See FCC Tariff #1 Sections 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				$304.67			A
	9.4.2	Innerduct Inquiry Fee, per Mile				$366.22			A
	9.4.3	Intentionally Left Blank							
	9.4.4	Intentionally Left Blank							
	9.4.5	Field Verification Fee, per Pole				$33.84			A
	9.4.6	Field Verification Fee, per Manhole				$439.88			A
	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		$2.73			4		
	9.4.12	Innerduct							
		9.4.12.1	Intentionally Left Blank						
		9.4.12.2	Innerduct Occupancy Fee, per Foot, per Year	$0.28			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		General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount			
9.6	**Directory Assistance, Facility Based Providers**								
	9.6.1	Local Directory Assistance, per Call		$0.34			2		
	9.6.2	National Directory Assistance, per Call		$0.385			2		
	9.6.3	Call Branding, Set- Up and Recording				Under Development			
	9.6.4	Call Branding, Set Up and Recording				Under Development			
	9.6.5	Call Completion Link, per Call		Under Development					
9.7	**Directory Assistance List Information**								
	9.7.1	Initial Database Load, per Listing		$0.05			2		
	9.7.2	Reload of Database, per Listing		20% discount off Initial Load					
	9.7.3	Daily Updates, per Listing		$0.06			2		
	9.7.4	One-Time Set-Up Fee, per Hour				$64.06			2
	9.7.5	Media Charges for File Delivery							
		9.7.5.1	Electronic Transmission	$0.0020			2		
		9.7.5.2	Tapes (charges only apply if this is selected as the	$30.00			2		
		9.7.5.3	Shipping Charges (for tape delivery)			Actual Rate Charged by carrier selected			

Sprint Spectrum L.P.
Wireless Type 2 Exhibit A
Nebraska

					Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
	9.8	**Toll and Assistance Operator Services, Facility Based Providers,**								
		9.8.1	**Option A** - Per Message							
			9.8.1.1	Intenationall Left Blank						
			9.8.1.2	Intenationall Left Blank						
			9.8.1.3	Intenationall Left Blank						
			9.8.1.4	Intenationall Left Blank						
			9.8.1.5	Intenationall Left Blank						
			9.8.1.6	Busy Line Verify, per Call	$0.72			2		
			9.8.1.7	Busy Line Interrupt	$0.87			2		
		9.8.2	**Option B** - Per Operator Work Second and Computer Handled Calls							
			9.8.2.1	Operator Handled, per Operator Work Second	$0.0181			2		
			9.8.2.2	Machine Handled, per Call	$0.13			2		
10.0	**Intentionally Left Blank**									
11.0	**Access to Operationsal Support Systems (OSS)**									
	11.1	**Intentionally Left Blank**								
	11.2	**Intentionally Left Blank**								
	11.3	**Daily Usage Record File, per Record**			$0.0008290			A		
12.0	**Maintenance and Repair**									
	12.1	**Trouble Isolation**					Section 13 Qwest's Nebraska Exchange & Network Services Catalog			
13.0	**Advanced Intelligent Network (AIN)**									
	13.1	AIN Customized Services (ACS)					ICB	3		3
	13.2	AIN Platform Access (APA)			ICB		ICB			
	13.3	AIN Query Processing, per Query			ICB					
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			ICB			3
			14.2.1.2	Over 20,000 Line Records			$2,601.00			2
		14.2.2	Mechanized Service Account Update, per Addition or Update Processed				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 Updates				ICB			3
	14.3	LIDB Query Service, per Query			$0.000802			2		
	14.4	Fraud Alert Notification, per Alert			No Charge					
15.0	**8XX Database Query Service**									
	15.1	Basic Query, per Query			$0.01893496			A		
	15.2	POTS Translation			$0.00000051			A		
	15.3	Call Handling & Destination Feature			$0.00000152			A		
16.0	**Bona Fide Request Process**									
	16.1	**Processing Fee**					$2,273.80			A
17.0	**Intentionally Left Blank**									
18.0	**Intentionally Left Blank**									
19.0	**Construction Charges**				ICB		ICB	3		3

NOTES:

*	Unless otherwise indicated, all rates are pursuant Nebraska Public Service Commission Dockets listed below:
A	Cost Docket C-2516 / PI-49 Effective 6/7/02
#	Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 6/7/02. Reductions reflected in the 6/2/02 Exhibit A. All carriers will receive the voluntarily reduced rates unless they explicitly request the higher Ordered rates.
###	Third Voluntary Rate Reduction Docket C-2516/ PI-49, C-266, C-2750, effective 12/18/02. Reductions reflected in the 10/16/02 Exhibit A.
1	Rates not addressed in Cost Docket (estimated TELRIC)
2	Market Based Rates
3	Individual Case Basis- ICB
4	Rates based on FCC guidelines.