

**Rate Amendment  
to the Type 2 Wireless Interconnection Agreement between  
Qwest Corporation  
and  
Brookings Municipal Utilities Telephone Department dba Swiftel Communications  
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 Brookings Municipal Utilities Telephone Department dba Swiftel Communications ("WSP"), a Municipal South Dakota corporation. Qwest and WSP shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into a Type 2 Wireless Interconnection Agreement, for service in the State of Nebraska, that was approved by the Commission on June 29, 2000 ("Agreement"); and

WHEREAS, the Parties would like to replace Appendix A of the Agreement with the Exhibit A attached to this Amendment to properly reflect various cost docket rate changes and the appropriate toll transit minute of use rate; and

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; 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 Appendix A 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.

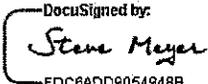
**Entire Agreement**

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.

**Brooking Municipal Utilities Telephone  
Department dba Swiftel Communications**

**Qwest Corporation**

DocuSigned by:  
  
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Signature  
 Steve Meyer

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Name Printed/Typed  
 Execut

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Title  
 6/28/2011

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Date

05E9FC68BD57454...  
  
 DocuSigned By: L. T. Christensen

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Signature  
 L. T. Christensen

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Name Printed/Typed  
 Director – Wholesale Contracts

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Title  
 6/28/2011

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Date

**Brookings Municipal Utilities Telephone Department dba Swiftel Communications  
Wireless Type 2 Exhibit A  
Nebraska**

				EAS / Local Traffic Reciprocal Compensation Election					
				FCC/ISP Ordered			Notes		
				Recurring	Recurring Per Mile	Non- Recurring	R M C	Per Mile	ARC
<b>6.0</b>	<b>Interconnection</b>								
	<b>6.1</b>	<b>Entrance Facilities</b>							
		6.1.1	DS1	\$79.98		\$179.89	A		A
		6.1.2	DS3	\$429.36		\$314.74	A		A
	<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	\$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	
		6.3.4	Channel Performance						
		6.3.4.1	Loop with Reverse Battery applies only when there is Dedicated Transport on Analog 2-Wire NAC	\$4.11					
	<b>6.4</b>	<b>Multiplexing</b>							
		6.4.1	DS1 to DS0	\$233.80		\$203.08	A		A
		6.4.2	DS3 to DS1	\$248.81		\$203.08	A		A
	<b>6.5</b>	<b>Trunk Nonrecurring Charges</b>							
		6.5.1	DS0 Interface			\$232.28			
		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	Intentionally Left Blank						
		6.5.5	Trunk Rearrangement						
		6.5.5.1	Analog 2-Wire / 4-Wire, per Trunk						
		6.5.5.1.1	1-Way MF to 1-Way SS7			\$28.52			
		6.5.5.1.2	2-Way MF to 2-Way SS7			\$28.52			
		6.5.5.1.3	1-Way MF to 2-Way SS7			\$32.60			
		6.5.5.1.4	2-Way MF to 1-Way SS7			\$32.60			
		6.5.5.2	Digital, per Trunk						
		6.5.5.2.1	1-Way MF to 1-Way SS7			\$24.39			
		6.5.5.2.2	2-Way MF to 2-Way SS7			\$24.39			
		6.5.5.2.3	1-Way MF to 2-Way SS7			\$28.47			
		6.5.5.2.4	2-Way MF to 1-Way SS7			\$28.47			
	<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 Mou	\$0.001260			###		
		6.7.2	Tandem Switched Transport, per Minute of Use	\$0.00069			#		
		6.7.3	Tandem Transmission (Recurring Fixed & per Mile)						
		6.7.3.1	Over 0 to 8 Miles	\$0.000488	\$0.0000308		A	A	
		6.7.3.2	Over 8 to 25 Miles	\$0.000496	\$0.0000179		A	A	
		6.7.3.3	Over 25 to 50 Miles	\$0.000528	\$0.0000134		A	A	
		6.7.3.4	Over 50 Miles	\$0.000537	\$0.0000076		A	A	

**Brookings Municipal Utilities Telephone Department dba Swiftel Communications  
Wireless Type 2 Exhibit A  
Nebraska**

			Recurring	Recurring Per Mile	Non- Recurring	REC	REC Per Mile	NRC
6.8	<b>ISP Bound Traffic</b>							
	6.8.1	Local Traffic - FCC - ISP Rate Caps						
		6.8.1.1 Minute Of Use as of June 14, 2003, rate in effect until further FCC action		\$0.0007		4		
6.9	<b>Intentionally Left Blank</b>							
6.10	<b>Transit Traffic</b>							
	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					
6.11	<b>Intentionally Left Blank</b>							
6.12	<b>InterMTA Traffic</b>		Qwest FCC Switched Access Tariff		Qwest FCC Switched Access Tariff			
7.0	<b>Intentionally Left Blank</b>							
8.0	<b>Intentionally Left Blank</b>							
9.0	<b>Ancillary Services</b>							
	9.1	Intentionally Left Blank						
	9.2	Intentionally Left Blank						
	9.3	Intentionally Left Blank						
	9.4	Intentionally Left Blank						
	9.5	Intentionally Left Blank						
	9.6	Directory Assistance, Facility Based Providers						
		9.6.1 Directory Assistance Charge, per Call		\$0.34		2		
10.0	<b>Intentionally Left Blank</b>							
11.0	<b>Intentionally Left Blank</b>							
12.0	<b>Intentionally Left Blank</b>							
13.0	<b>Intentionally Left Blank</b>							
14.0	<b>Intentionally Left Blank</b>							
15.0	<b>Intentionally Left Blank</b>							
16.0	<b>Intentionally Left Blank</b>							
17.0	<b>Common Channel Signaling/SS7</b>							
	17.1	CCSAC STP Port		\$226.45	\$369.78	A		A
	17.2	CCS Link			\$490.57			
		17.2.1 First Link			\$70.38			
		17.2.2 Each Additional Link						
<b>NOTES:</b>								
	*	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	Intentionally Left Blank						
	4	Rates based on FCC guidelines.						