**InterMTA Percentages Amendment
to the Interconnection Agreement between
Qwest Corporation dba CenturyLink QC and
New Cingular Wireless PCS, LLC,
and its Commercial Mobile Radio Service
operating affiliates, d/b/a AT&T Mobility
for the State of Nebraska**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility ("AT&T Mobility"), a Delaware limited liability company. CenturyLink and AT&T Mobility shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties or their predecessors in interest entered into an Interconnection Agreement pursuant to 47 U.S.C. 251/252 ("Agreement") for service in the state of Nebraska which was approved by the Nebraska Public Service Commission ("Commission") on September 14, 1999; and

WHEREAS, AT&T Mobility and CenturyLink are currently negotiating replacement interconnection agreements for Nebraska and certain other states in which CenturyLink provides local exchange service; and

WHEREAS, during the pendency of these negotiations and until a replacement interconnection agreement is approved by the Commission for service in the state of Nebraska (the "Negotiation Period"), interconnection between the Parties will be controlled by the Agreement; and

WHEREAS, the Agreement may not be clear regarding interMTA compensation rights and obligations of the Parties, the Parties have reached agreement on a resolution of those potential ambiguities and this Amendment sets out the resolution agreed to by the Parties for the Negotiation Period; and

WHEREAS, the Parties desire to amend the Agreement according to the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises 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

1. Notwithstanding any provision in the Agreement to the contrary, the interMTA Percentages set forth below in this Paragraph 1 are the interMTA Percentages that AT&T

Mobility agrees may be billed by CenturyLink and will be paid by AT&T Mobility beginning September 1, 2011 (the "Effective Date") and continuing during the Negotiation Period.

State	InterMTA Percentages
Nebraska	Mobile to Land -- 0.29% Land to Mobile – 8.22%

2. The billing of the interMTA Percentages set forth in Paragraph 1 above will be subject to the following conditions:

A. Unless, prior to the Effective Date of this Amendment, the Agreement specifies a Mobile to Land and/or a Land to Mobile InterMTA percentage, AT&T Mobility will not owe CenturyLink any compensation for either Mobile to Land or Land to Mobile interMTA traffic exchanged between the Parties prior to the Effective Date.

B. "Mobile to Land" percentages shall be calculated and billed monthly as a percentage of AT&T Mobility-originated traffic delivered to CenturyLink over local interconnection trunks.

C. "Land to Mobile" percentages shall be calculated and billed monthly as a percentage of CenturyLink-originated traffic dialed to locally-rated numbers and delivered to AT&T Mobility over local interconnection trunks.

D. In addition to the interMTA Percentages set forth in Paragraph 1 above, CenturyLink will bill AT&T Mobility and AT&T Mobility will pay for Tandem Switching, Tandem Transmission Termination, Tandem Transmission Mileage and Local Switching related to interMTA traffic at the rate elements set forth in CenturyLink's FCC QC No.1 tariff (or any successor tariff), to the extent a specific element is applicable to a specific call.

E. CenturyLink will cease interMTA billing pursuant to Paragraph 1 above when the Negotiation Period ends. When such a replacement interconnection agreement is approved, interMTA billing shall thereafter be in accordance with such replacement agreement.

F. Nothing contained herein shall bind either CenturyLink or AT&T Mobility in the ongoing negotiations or in any subsequent arbitration between the Parties. Likewise, nothing herein shall be considered a waiver by either CenturyLink or AT&T Mobility of any position adopted in either the ongoing negotiations or any subsequent arbitration.

G. If this Amendment is still in effect one year after the Effective Date, the interMTA Percentages set forth in Paragraph 1 above may be updated at the request of either Party by conducting a new InterMTA traffic study acceptable to both Parties. If the Parties cannot agree to the interMTA Percentages, either Party may institute the Dispute Resolution provisions of the Agreement. Any new interMTA Percentages resulting from this procedure shall be applied retroactively back to the one year anniversary of the Effective Date. This same procedure may be applied by the Parties thereafter on each successive one year anniversary of the Effective Date, with any new interMTA percentages being applied retroactively back to the most recent one year anniversary of the Effective Date.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon the Effective Date.

Further Amendments

Except as expressly set forth 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 representatives. 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.

New Cingular Wireless PCS, LLC,
and its Commercial Mobile Radio Service
operating affiliates, d/b/a AT&T Mobility

Signature

Curtis D. Gardner
Name Printed/Typed

Senior Contract Manager
Title

1/5/12
Date

Qwest Corporation dba CenturyLink QC

Signature

L. T. Christensen
Name Printed/Typed

Director – Wholesale Contracts
Title

1/9/12
Date