

**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 South Dakota**

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 South Dakota, that was approved by the Commission on February 18, 1999 ("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:
Steve Meyer
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05E9FC68BD57454...
L T Christensen
DocuSigned By: L T Christensen

Signature

Signature

Steve Meyer

L. T. Christensen

Name Printed/Typed

Name Printed/Typed

Executive VP and General Manager

Director – Wholesale Contracts

Title

Title

6/28/2011

6/28/2011

Date

Date