

**Single Point of Presence (“SPOP”) in the LATA Amendment
to the Type 2 Wireless Interconnection Agreement between
Qwest Corporation
and
Long Lines Wireless, LLC
For the State of South Dakota**

This Amendment (“Amendment”) is made and entered into by and between Qwest Corporation (“Qwest”), a Colorado corporation, and Long Lines Wireless, LLC (“WSP”), a Delaware corporation. Qwest and WSP shall be known jointly as the “Parties”.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”), for service in the State of South Dakota, that was approved by the Commission on August 24, 2006; and

WHEREAS, the Parties agree to amend the Agreement by adding the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of 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

This Amendment is made in order to add terms and conditions for Single Point of Presence (“SPOP”) in the LATA, as set forth in Attachments 1 and 2, attached hereto and incorporated herein.

The Payment Section of the Agreement is hereby amended by adding the following Section 5.4.10:

5.4.10 CLEC must not remit payment for the Services 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

The following definition is hereby added to Section 4.0 of the Agreement:

"Wireless Switched Access Traffic" is traffic that originates at one of WSP's End User Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of WSP's End User Customers, when the traffic transits the Qwest network.

Neither Party shall lose any of its rights from the original contract by entering into this Amendment for SPOP.

Effective Date

This Amendment shall be deemed effective upon the Commission approval, however, the Parties may agree to implement the provisions of this Amendment upon execution.

Further Amendments

Amendments; Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement 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.

Long Lines Wireless, LLC

DocuSigned by:
Paul Bergmann
582FE323B97D479...

Authorized Signature

Paul Bergmann
Name Printed/Typed

COO
Title

2/16/2011

Date

Qwest Corporation

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

Authorized Signature

L. T. Christensen
Name Printed/Typed

Director - Wholesale Contracts
Title

2/16/2011

Date