

**Wireless Originated 8XX Jointly Provided Switched Access (“JPSA”) Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Verizon Wireless
for the State of South Dakota**

This is an Amendment (“Amendment”) for Wireless Originated 8XX Jointly Provided Switched Access (“JPSA”) traffic to the Interconnection Agreement between Qwest Corporation (“Qwest”), a Colorado corporation, and the Verizon Wireless entities on the signature page of this Amendment (collectively “VZW”). Qwest and VZW shall be known jointly as the “Parties”.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for services in the State of South Dakota (“Agreement”); that was approved by the South Dakota Public Utilities Commission (“Commission”); and

WHEREAS, the Parties agree to amend the Agreement under 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

The Agreement is hereby amended by adding terms and conditions to accommodate a CLEC’s (the “VERIZON CLEC”) request described below. Such additional terms and conditions are set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference. The Parties agree that VZW wants to route unqueried 8XX traffic to VERIZON CLEC for the 800 database dip, and to route the queried traffic to IXCs served by Qwest as Jointly Provided Switched Access (JPSA) traffic via VERIZON CLEC’s LIS trunks. VZW understands that VERIZON CLEC’s Interconnection Agreement with Qwest, in this State, will be amended as well to reflect VERIZON CLEC’s obligations.

Effective Date

This Amendment is subject to approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution. To accommodate such implementation, VZW has provided Qwest with a list of all NPA/NXXs and CLLIs associated with VZW switches which will be implementing this solution, CLLIs associated with the VERIZON CLEC switches which will be implementing this solution plus any additional information reasonably required by Qwest to make the internal system updates necessary to implement this solution. VZW will not begin sending 8XX traffic to VERIZON CLEC until VERIZON CLEC and Qwest have their systems in place and have been updated. Qwest shall complete all such billing system updates within a reasonable time.

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.

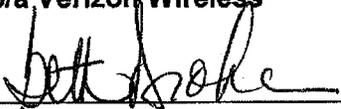
Verizon Wireless

**Cellular, Inc. Financial Corporation
d/b/a Verizon Wireless**

**Cellular Inc. Network Corporation
d/b/a Verizon Wireless**

Rural Cellular Corporation

**Verizon Wireless (VAW) LLC
d/b/a Verizon Wireless**



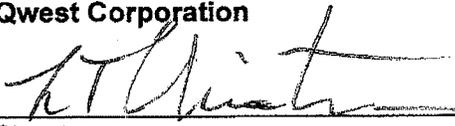
Signature

Beth Drohan
Name Printed/Typed

Area Vice President - Network Midwest Area
Title

7/18/11
Date

Qwest Corporation



Signature

L.T. Christensen
Name Printed/Typed

Director - Wholesale Contracts
Title

7/27/11
Date