

**Bill and Keep Amendment  
to the Type 2 Wireless Interconnection Agreement  
between  
Qwest Corporation  
and  
New Cingular Wireless PCS, LLC  
for the State of Nebraska**

This is an Amendment ("Amendment") to the Wireless Type 2 Interconnection Agreement between Qwest Corporation (fka U S WEST Communications, Inc. ) ("Qwest"), a Colorado corporation, and New Cingular Wireless PCS, LLC (fka AT&T Wireless PCS, Inc.) ("WSP" or "Wireless Service Provider"). Qwest and WSP shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Nebraska, that was approved by the Nebraska Public Service Commission on September 14, 1999, as referenced in Docket No. C-2100 ("Agreement"); and

WHEREAS, in 1999 AT&T Wireless PCS, Inc., was converted into a Delaware limited liability company, AT&T Wireless PCS, LLC, which name was changed on October 4, 2004, as a result of the AT&T Wireless Services/Cingular merger to New Cingular Wireless PCS, LLC; 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 the following name change and terms and conditions for Bill and Keep, and supersedes any conflicting language around Reciprocal Compensation for usage in Section 4.9 of the Agreement:

WSP and Qwest agree that upon execution of this Amendment, the Agreement will be between New Cingular Wireless PCS, LLC, formally known as AT&T Wireless PCS, Inc. and Qwest Corporation.

The Parties agree that, based upon a three consecutive month study of actual originating and terminating traffic (during which the Parties observed no abnormal variances or deviations in traffic usage) between Qwest's network and WSP's network, their respective traffic is relatively balanced. Therefore, neither Party shall bill the other Party reciprocal compensation for Call Termination nor Call Transport (bill and keep) for Local Calling Area traffic as defined in this agreement.

**Effective Date**

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

**Amendments; Waivers**

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.

**New Cingular Wireless PCS, LLC**

**Qwest Corporation**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Michael Van Weelden  
Name Printed/Typed

L. T. Christensen  
Name Printed/Typed

Director – SCM Network  
Title

Director – Interconnection Agreements  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date