

AMENDMENT TO THE INTERCONNECTION AGREEMENT

BY AND BETWEEN

CARBON/EMERY TELCOM, INC

AND

SPRINT SPECTRUM L.P. AND NEXTEL WEST CORP.

This Amendment ("Amendment") to the Amended and Restated Wireless interconnection and Reciprocal Compensation Agreement ("Interconnection Agreement") is entered by and between Sprint Spectrum L.P., Nextel West Corp. ("Sprint"), and Carbon/Emery Telcom, Inc. ("Carbon/Emery" or "Carrier"). Sprint and Carrier are further referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Carrier and Sprint are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act"), which was effective March 1, 2008; and

WHEREAS, the FCC recently adopted a bill and keep compensation methodology for traffic exchanged between a LEC and a CMRS Provider in its Report and Order and Further Notice of Proposed Rulemaking released on November 18, 2011 and its Order on Reconsideration released on December 23, 2011¹ (collectively, the "USF/ICC Transformation Order"); and

WHEREAS, the Parties desire to amend the Interconnection Agreement to implement bill and keep compensation for the exchange of all Local Telecommunications Traffic as described in the Interconnection Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

AMENDMENT TO THE INTERCONNECTION AGREEMENT

1. Recitals
 - 1.1 The foregoing recitals are incorporated herein by reference.
2. Effective Date
 - 2.1 This Amendment to the Interconnection Agreement shall be effective as 1st day of July, 2012 ("Effective Date"), and shall remain effective as long as the Interconnection Agreement remains effective between the Parties, subject to any subsequent changes in law that would affect this amendment.
3. Amendment
 - 3.1 Notwithstanding any other provision of the Interconnection Agreement, the following provisions shall apply to and be a part of the Interconnection Agreement:

¹ *In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform- Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, "Report and Order and Further Notice of Proposed Rulemaking", FCC 11-161 (rel. Nov. 18, 2011) and "Order on Reconsideration", FCC 11-189 (rel. Dec. 23, 2011).

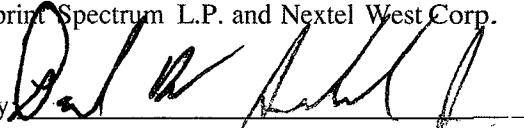
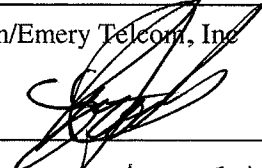
3.1.1 Beginning on the Effective Date of this Amendment, all Local Telecommunications Traffic as in the Interconnection Agreement exchanged between the Parties on or after July 1, 2012, shall be exchanged pursuant to a bill and keep arrangement. Specifically, each Party will bill its end users traffic it originates and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party..

3.1.2 The bill and keep methodology will apply to the Parties in an equal and symmetrical manner.

4. Conflict Between this Amendment and the Interconnection Agreement. This Amendment shall be deemed to revise the rates and any other provisions of the Interconnection Agreement to the extent necessary to give effect to this Amendment. In the event of a conflict between a rate or other provision of this Amendment and a rate or other provision of the Agreement, this Amendment shall govern.

5. Scope of Agreement. Nothing in this Amendment shall be deemed to amend or extend the term of the Interconnection Agreement. The dates shown in Section 2.1 above are not intended to modify the term of the Interconnection Agreement or to affect either Party's rights under the Interconnection Agreement, including, but not limited to, any right of termination a Party may have in accordance with the Interconnection Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

<p>Sprint Spectrum L.P. and Nextel West Corp.</p> <p>By: </p> <p>Printed: <u>Paul Schieber</u></p> <p>Title: <u>VP Access Planning and Operations</u></p> <p>Date: <u>7/13/2012</u></p>	<p>Carbon/Emery Telecom, Inc</p> <p>By: </p> <p>Printed: <u>Brock Johansen</u></p> <p>Title: <u>CEO, General Manager</u></p> <p>Date: <u>August 6, 2012</u></p>
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