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**PUBLIC SERVICE COMMISSION**

November 29, 2012

Pat Fahn  
North Dakota Public Service Commission  
12<sup>th</sup> Floor State Capitol  
600 E. Boulevard Ave. Dept 408  
Bismarck, ND 58505-0480

Dear Mr. Fahn,

Enclosed are two executed Wireless Interconnection Agreement Amendments for your files. One of the amendments is between SRT Communications, Inc. and Nextel West Corp., and the other amendment is between SRT Communications, Inc. and Sprint Spectrum L.P.

These amendments are due to the FCC National Broadband Plan's bill-and-keep methodology for non-access traffic between local exchange carriers and wireless service providers.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Lizotte".

Julie Lizotte  
Director of Regulatory Affairs

Enclosures

1      **PU-12-809**      Filed: 12/3/2012      Pages: 3  
Wireless Interconnection Agreement Amendment

SRT Communications, Inc.

**AMENDMENT TO THE INTERCONNECTION AGREEMENT**

**BY AND BETWEEN**

**SRT COMMUNICATIONS INC.**

**AND**

**SPRINT SPECTRUM L.P.**

This Amendment (“Amendment”) to the Wireless Interconnection Agreement (“Interconnection Agreement”) is entered by and between Sprint Spectrum L.P. (“Sprint”) and SRT Communications Inc. (“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 February 1, 2001; 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, 2011<sup>1</sup> (collectively, the “USF/ICC Transformation Order”); and

WHEREAS, the Parties desire to amend the Agreement to implement bill and keep compensation.

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

**AMENDMENT TO THE 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 of date signed by both Parties or on the 1<sup>st</sup> day of July, 2012 (“Effective Date”), whichever date occurs first.

**3. Amendment**

3.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

3.1.1 Beginning on the Effective Date of this Amendment compensation for the exchange of traffic between the Parties will be bill and keep. Specifically, each

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<sup>1</sup> *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).

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

Sprint Spectrum L.P.  By: _____ Printed: Paul Schieber Title: VP Access Planning and Operations Date: 11/14/2012	SRT Communications Inc. By:  Printed: Steven D. Lysy Title: CEO / General Manager Date: 10/19/12
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