

**Amendment to the Interconnection Agreement
Between
United States Cellular Mobile Telephone Network
and
Qwest Corporation**

This Amendment is made and entered into by and between United States Cellular Corporation ("US Cellular" or "WSP") and Qwest Corporation, f.k.a. U S West, Inc. ("Qwest").

RECITALS

WHEREAS United States Cellular Mobile Telephone Network and Qwest Corporation, f.k.a. US West Communications, Inc. ("Qwest") entered into an Interconnection Agreement ("Agreement") for service in the states of Iowa, Idaho, Oregon and Washington on February 20, 1997 and numerous Amendments thereafter; and

WHEREAS United States Cellular Mobile Telephone Network was not a legal entity but rather a trade name that United States Cellular Corporation used from time to time; and

WHEREAS United States Cellular Corporation is the appropriate legal entity to enter into the agreement with Qwest; and

WHEREAS the Parties wish to amend the Agreement to reflect the appropriate legal entities that will be bound by the terms and conditions of the Interconnection Agreement entered into on February 20, 1997 and any subsequent Amendments thereafter.

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 Interconnection Agreement entered into by the Parties on February 20, 1997 and any subsequent Amendments thereafter is hereby amended as follows:

1. Amendment Terms.

This Amendment is made in order to replace the name "United States Cellular Mobile Telephone Network" with the name "United States Cellular Corporation" wherever such name appears in the Agreement and any subsequent Amendments.

Neither Party shall lose any of its rights from the original Agreement or Amendments by entering into this Amendment.

2. Effective Date.

This Amendment shall be deemed effective upon the approval of the Iowa Utilities Board, the Washington Utilities and Transportation Commission and the Idaho and Oregon Public Utilities Commissions; however, the Parties may agree to implement the provisions of this Amendment upon execution.

3. Amendments; Waivers.


Except as modified herein, the provisions of the Agreement and any subsequent Amendments 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.


4. 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.

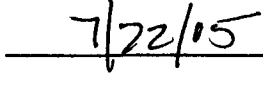
The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

United States Cellular Corporation



Authorized Signature


Name Printed/Typed


Title


Date

Qwest Corporation



Authorized Signature


Name Printed/Typed


Title


Date