

**AMENDMENT TO
WIRELESS INTERCONNECTION AGREEMENT
BY AND BETWEEN
UNITED STATES CELLULAR CORPORATION
AND
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI**


The Wireless Interconnection Agreement, effective July 18, 2005 ("the Agreement") by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri¹ ("AT&T Missouri") and United States Cellular Corporation ("WSP") is hereby amended as follows:

- (1) The Parties hereby agree to amend the Agreement by adding the appendix entitled, "Appendix Meet Point Billing" to the Agreement and incorporating the terms of that appendix to the Agreement; and
- (2) The Parties hereby agree to amend paragraph 4.2 of the General Terms and Conditions of the Agreement to extend the term of the Agreement for an additional three (3) years. Paragraph 4.2 shall read as follows; and
 - 4.2 The term of this Agreement shall commence upon the Effective Date of this Agreement and shall expire on June 1, 2010 (the "Term"). This Agreement shall expire if either Party provides written notice, within one hundred-eighty (180) Days prior to the expiration of the Term, to the other Party to the effect that such Party does not intend to extend the Term. Absent the receipt by one Party of such written notice, this Agreement shall remain in full force and effect on and after the expiration of the Term, subject to the provisions of this Section 4.
- (3) The Parties hereby agree to amend Section 6 of the appendix entitled, "Appendix Pricing (Cellular/PCS)" by deleting paragraphs 6.1, 6.1.1, 6.1.2 and 6.2, and by adding a new paragraph 6.1 as follows:
 - 6.1 The rate for all Transit Traffic originated by WSP will be:
\$0.001959 per minute of use
- (4) The tem of this Amendment shall be coterminous with the term of the Agreement.
- (5) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (6) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- (7) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

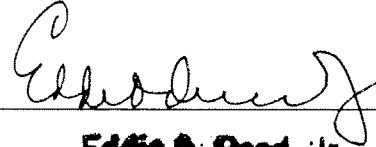
¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Texas as "AT&T Missouri."

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by AT&T Missouri, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

United States Cellular Corporation

By: 
Printed: Michael S. Irizarry
Title: CTO / EVP Engineering
(Print or Type)
Date: 3-19-2008

**Southwestern Bell Telephone Company d/b/a AT&T
Missouri, by AT&T Operations, Inc., its authorized
agent**

by: 
Printed: Eddie A. Reed, Jr.
Title: Director-Interconnection Agreements
Date: 4-15-08

OCN# 6275

ACNA CLO