Name Change and InterMTA Rate Amendment to the Type 2 Wireless Interconnection Agreement between Qwest Corporation and United States Cellular Corporation for the State of Nebraska

This is an Amendment ("Amendment") to the Type 2 Wireless Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and United States Cellular Corporation, a Delaware corporation ("WSP"). Qwest and WSP shall be known jointly as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, Qwest and United States Cellular Mobile Telephone Network entered into a Type 2 Wireless Interconnection Agreement (the "Agreement"), for service in the State of Nebraska, that was executed by the Parties on May 15, 2003 and approved by the Commission on July 8, 2003; and

WHEREAS, United States Cellular Mobile Telephone Network was not a legal entity but rather a trade name that WSP used from time to time, and 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 Agreement and any subsequent Amendments thereto: and

WHEREAS, the Parties would like to implement new InterMTA factors for Mobile to Land (M-L) and Land to Mobile (L-M) traffic;

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and 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

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.

In addition, the Agreement is hereby amended by deleting Sections 6.3.9.2, 6.3.9.3 and 6.3.9.4

in their entirety and replacing them with the following:

6.3.9.2 For billing purposes, if either Party is unable to classify on an automated basis traffic delivered by WSP as Mobile to Land (M-L) InterMTA traffic, intrastate or interstate, Qwest will use a Percent M-L InterMTA factor, which represents the estimated portion of InterMTA traffic and InterMTA Roaming traffic delivered by WSP. The M-L InterMTA factor will be applied to the measured mobile to land minutes of use terminated on Qwest's network to determine the portion of InterMTA minutes to be billed at interstate Access rates. The M-L InterMTA factor will be 7.96% unless proven otherwise based upon a traffic study generated by either Party and acceptable to both Parties.

6.3.9.3 For billing purposes, Qwest will use a Land to Mobile (L-M) InterMTA Percent factor, which represents the estimated portion of total traffic delivered by Qwest to WSP that terminates outside the MTA in which the call originated. The L-M InterMTA factor will be 7.96% unless proven otherwise based upon a traffic study generated by either Party and acceptable to both Parties.

6.3.9.4 Intentionally left blank.

Moreover, the Payment Section of the Agreement is hereby amended by adding the following terms and conditions as new subsection 5.4.10:

WSP must not remit payment for any of the Services provided under this Agreement with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically agreed to by the Parties in this Agreement or in an amendment to this Agreement.

Effective Date

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

Further Amendments

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 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

Signature

DAVID FIALA

Name Printed/Typed

DIRECTOR, CONTRACT MGMT.

Title

6/16/2011

Date

Qwest Corporation

Signature

L. T. Christensen

Name Printed/Typed

Director – Wholesale Contracts

Title

6/23/11

Date