

**Amendment To Paging Connection Agreement
Between
Arch Wireless Operating Company, Inc.
f/k/a Mobile Communications Corporation of America
And
Qwest Corporation, f/k/a U S WEST Communications, Inc.
For The State of Washington**

This Amendment is entered into by and between Arch Wireless Operating Company, Inc. f/k/a Mobile Communications Corporation of America ("Arch") and Qwest Corporation f/k/a U S WEST Communications, Inc. ("Qwest").

RECITALS

Arch and Qwest are parties to a Paging Connection Agreement ("Underlying Agreement") effective July 12, 2000; and

Arch and Qwest hereby amend the Underlying Agreement under the terms and conditions contained herein.

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 Parties agree as follows:

Amendment Terms

Section 11.2 of the Underlying Agreement is amended to state as follows:

"The Initial Term of this Agreement shall expire on June 30, 2005."

Sections 1.1 and 1.2 of the Underlying Agreement are amended to read as follows:

- 1.1 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of April 1, 2003 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or Paging Provider concerning the interpretation or effect of the Existing Rules or an admission by Qwest or Paging Provider that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or Paging Provider from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified in a way which renders any provision of this Agreement illegal or unenforceable, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking

amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by Paging Provider, amended as set forth in this section, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section, the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

1.1.1 In addition to, but not in limitation of, Section 1.1. above, nothing in this Agreement shall be deemed an admission by Qwest or Paging Provider concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Agreement shall preclude or estop Qwest or Paging Provider from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

Effective Date

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

Amendments; Waivers

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

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

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 and which together shall constitute one and the same instrument.

Arch Wireless Operating Company, Inc.

Qwest Corporation

Authorized Signature

Authorized Signature

Printed Name

L.T. Christensen
Printed Name

Title

Director – Business Policy
Title

Date

Date