

**AMENDMENT No. 1 TO
WIRELESS INTERCONNECTION AGREEMENT
BETWEEN POLAR COMMUNICATIONS MUTUAL AID CORPORATION AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

This Amendment No. 1 (the "Amendment") to the Wireless Interconnection Agreement between Polar Communications Mutual Aid Corporation ("Polar") and Cellco Partnership d/b/a Verizon Wireless ("VZW") effective January 1, 2002 (the "Interconnection Agreement") is made and entered into as of July 1, 2004 between Polar and VZW.

WHEREAS, Polar and VZW (hereinafter individually referred to as a Party or collectively referred to as the "Parties") desire to amend the existing Interconnection Agreement; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- ~~1.~~ Section 4 of the Interconnection Agreement is deleted in its entirety and replaced with the following:

4.0 SERVICE AGREEMENT

Description of Arrangements: This Agreement provides for the following interconnection arrangements between the networks of VZW and Polar. Additional arrangements that may be agreed to in the future will be delineated in Attachment B to this agreement. Type 2 interconnection and arrangements are based on the existing rate center designation for VZW's NPA/NXX, as listed in the Routing Database System's Destination Code Records.

4.1 Type 2A Interconnection at Park River: A two-way trunk group is provisioned between Polar's Park River Tandem Office Switch (PKRVNDXA01T) and VZW's point of presence in the Park River exchange, with the POI designated at Polar's Park River Tandem Office Switch. This trunk group is provisioned in connection with VZW's 701/331 rate centered at Polar's Park River exchange and VZW's 701/270 rate centered at Polar's Michigan exchange. Michigan is a remote switch without direct trunking capability and is hosted by Park River Tandem Office Switch. Applicable tariff charges for establishing and provisioning these trunk groups are billed by Polar to VZW according to Section 5.4 below.

A. Landline to Wireless:

Local Service Area calls from Polar to VZW shall be routed from Polar's Park River Tandem Office Switch and delivered to VZW via the two-way trunk group.

B. Wireless to Landline:

1. Local Service Area calls originated on VZW's network in MTA #12, by VZW customers or customers of another CMRS provider that has entered into roaming arrangement with VZW, to Polar's customers in the Park River exchange and exchanges that subtend the Park River Tandem Office Switch, shall be routed over the two-way trunk group from VZW's network to the Park River Tandem Office Switch and terminated by Polar, as appropriate.
2. Local Service Area calls originated on VZW's network in MTA #12, by VZW customers or customers of another CMRS provider that has entered into roaming arrangements with VZW to Polar Telecommunications, Inc. customers in exchanges hosted by Polar's Park River Tandem Office Switch will be routed over the two-way trunk group from VZW's network to the Park River Tandem Office Switch for delivery to Polar Telecommunications, Inc. only if VZW has a reciprocal compensation agreement with Polar Telecommunications, Inc. These calls are considered transiting traffic and are subject to charges as set forth in Section 5.3, following.

4.2 Type 2B Interconnection at St. Thomas: A two-way trunk group is provisioned between Polar's Cavalier Host Office Switch (CVLRNDXA26G) and VZW's cell site in the St. Thomas exchange. This trunk group is provisioned in connection with VZW's 701/520 designated as being located at the St. Thomas exchange. Polar's St. Thomas remote switch does not have direct trunking capability and is hosted by the Cavalier Host Office Switch. Applicable tariff charges for establishing and provisioning these trunk groups are billed by Polar to VZW according to Section 5.4 below.

A. Landline to Wireless:

Local Service Area calls from Polar customers to VZW customers are routed to the Cavalier Host Office Switch and then delivered to VZW via the two-way trunk group.

B. Wireless to Landline:

Local Service Area calls originated on VZW's network in MTA #12, by VZW customers or customers of another CMRS provider that has entered into roaming arrangement with VZW to Polar's customers in the Cavalier exchange and remote exchanges that are hosted by the Cavalier Host Office Switch, shall be routed over the two-way trunk group from VZW's network to the Cavalier Host Office Switch and terminated by Polar, as appropriate.

4.3 Reserved for Future Use

4.4 Indirect Traffic to Polar. To the extent that VZW and Qwest have entered into or may enter into contractual arrangements for the delivery of VZW traffic to Polar's network (i.e. traffic that is not covered elsewhere in this Agreement) for termination to Polar's customers, Polar will accept this traffic subject to compensation arrangement as outlined in Section 5 below.

4.5 Transit Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks only. Traffic that is originated on a network of a non-party Telecommunications Carrier ("Non-Party Carrier") and routed to a Party may be delivered to the other Party's network. In addition, traffic that is originated by a customer or roamer of a Party on that Party's network that is routed to the other Party may be delivered to a Non-Party Carrier. If a Non-Party Carrier objects to the delivery of such traffic, then either Party to this Agreement may request direction from the Commission, FCC, North Dakota state courts or federal courts. The transiting Party will continue to perform transiting functions for the other Party pending ruling from the Commission, FCC, North Dakota state courts or federal courts. The Party performing such transiting function will bill the originating carrier (other Party or a Non-Party Carrier) the transiting charge, as specified in Section 5 below. In order for the other Party or a Non-Party Carrier to bill the originating carrier (a Non-Party or other Party) for charges it is obligated to pay, the Party performing the transiting function will provide, subject to availability, total minutes of transiting traffic terminating to the terminating carrier (Non-Party Carrier or the other Party).

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Cellco Partnership d/b/a Verizon Wireless	Polar Communications Mutual Aid Corporation
By: _____ Name: _____ Title: _____ Date: _____	By: _____ Name: _____ Title: _____ Date: _____