

**AMENDMENT No. 2 TO  
WIRELESS INTERCONNECTION/COMPENSATION AGREEMENT  
BETWEEN NORTH DAKOTA TELEPHONE COMPANY ("NDTC") AND  
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

This Amendment No. 2 (the "Amendment") to the existing Wireless Interconnection/Compensation Agreement between North Dakota Telephone Company ("NDTC") and Cellco Partnership d/b/a Verizon Wireless ("VZW") that was effective January 1, 2002 (the "Interconnection Agreement") is made and entered into as of October 1, 2004 between NDTC and VZW.

WHEREAS, NDTC 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 4.1 of the existing Interconnection Agreement shall be replaced in its entirety with the following:

4.1 Type 2-B Interconnection at Devils Lake: A two-way direct trunk group is provisioned between NDTC's Devils Lake Host Office Switch (DVLKNDXADS0) and VZW's point of presence in the Devils Lake exchange, with the point of interconnection designated at NDTC's Devils Lake Host Office Switch. This trunk group is provisioned in connection with VZW's NPA/NXX's of 701/230, & 701/381 rate centered at the Devils Lake exchange, 701/681 & 701/771 rate centered at the Rugby exchange, and 701/341 & 701/394 rate centered at the Harvey exchange. Applicable tariff charges for establishing and provisioning these trunk groups are billed by NDTC to VZW according to Section 5.4 below.

A. Landline-to-Wireless:

Local Service Area calls from NDTC customers to VZW's customers shall be routed from NDTC's Devils Lake Host Office Switch to VZW via the two-way direct trunk group.

B. Wireless-to-Landline:

Local Service Area calls originated by VZW's customers within MTA No.12 (Minneapolis-St. Paul) or customers of another CMRS provider that has entered into roaming arrangement with VZW, while roaming in MTA No.12, to NDTC customers in the Devils Lake exchange and NDTC's remote exchanges that are hosted by Devils Lake Host Office Switch shall be routed from VZW's network via the two-way direct trunk group to NDTC's Devils Lake Host Office Switch for termination by NDTC to its customers, as appropriate.

2. Section 4.2 of the existing Interconnection Agreement shall be replaced in its entirety by the following language:

4.2 **(Reserved for Future Use)**

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

<p>Cellco Partnership d/b/a Verizon Wireless</p> <p>Badlands Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless By CommNet Cellular Inc., Its Managing Agent</p> <p>Bismarck MSA Limited Partnership d/b/a Verizon Wireless By Cellular Inc. Network Corporation, Its General Partner</p> <p>North Central RSA 2 of North Dakota L.P. d/b/a Verizon Wireless By CommNet Cellular Inc., Its Managing Agent</p> <p>North Dakota RSA No. 3 Limited Partnership d/b/a Verizon Wireless By AirTouch North Dakota, LLC, Its General Partner</p> <p>North Dakota 5-Kidder Limited Partnership d/b/a Verizon Wireless By CommNet Cellular Inc., Its Managing Agent</p> <p>Northwest Dakota Cellular of North Dakota L.P. d/b/a Verizon Wireless By CommNet Cellular Inc., Its Managing Agent</p> <p>Verizon Wireless (VAW) LLC d/b/a Verizon Wireless</p> <p>By: _____</p> <p>Printed: <u>Howard H. Bower</u></p> <p>Title: <u>Area Vice President Network - Midwest Area</u></p> <p>Date: _____</p>	<p>North Dakota Telephone Company</p> <p>By: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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