

**AMENDMENT No. 2 TO
WIRELESS INTERCONNECTION/COMPENSATION AGREEMENT
BETWEEN BEK COMMUNICATIONS COOPERATIVE ("BEK") AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

This Amendment No. 2 (the "Amendment") to the existing Wireless Interconnection/Compensation Agreement between BEK Communications Cooperative ("BEK") 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 November 1, 2004 between BEK and VZW.

WHEREAS, BEK 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 Steele: A two-way direct trunk group is provisioned between BEK's Steele Host Office Switch (STELNDXA1MD) and VZW's point of presence in the Steele exchange, with the point of interconnection designated at BEK's Steele Host Office Switch. This trunk group is provisioned in connection with VZW's NPA/NXXs of 701/321, 701/329 and 701/325 rate centered at the Linton exchange. Applicable tariff charges for establishing and provisioning these trunk groups are billed by BEK to VZW in accordance with Section 5.4 below.

A. Landline-to-Wireless:

Local Service Area calls from BEK to VZW's shall be routed from BEK's Steele 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 BEK customers in Steele exchange and BEK's remote exchanges that are hosted by BEK's Steele Host Office Switch shall be routed from VZW's network via the two-way direct trunk group to BEK's Steele Host Office Switch for termination by BEK to its customers, as appropriate.

2. The following language is inserted as new Section 7.7 of the existing Interconnection Agreement:

7.7 SS7 Out of Band Signaling (CCS/SS7) shall be the signaling of choice for interconnection trunks, where it is technically feasible for both Parties. Use of a third party provider of SS7 trunks, for connecting VZW to the BEK SS7 systems is permitted. Such connections shall meet generally accepted industry technical standards. Any monthly recurring charges for SS7 connectivity billed by BEK to VZW shall be shared by the Parties according to the Traffic Factor in Section 5.4 above. VZW is responsible for all nonrecurring charges for SS7 connectivity.

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>BEK Communications Cooperative</p> <p>By: _____</p> <p>Printed: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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