

**AMENDMENT TO THE WIRELESS INTERCONNECTION AGREEMENT  
BETWEEN WEST RIVER TELEPHONE COOPERATIVE  
AND NEXTEL WEST CORP.**

The West River Telephone Cooperative ("West River", "TELCO" or "Telco") and Nextel West Corp. ("Nextel" or "NEXTEL"). West River and Nextel (collectively referred to herein as the "Parties") are Parties to the "Wireless Interconnection Agreement" (the "Agreement") which was made effective by the Commission (as defined below) as of May 1, 2004. The Parties, by mutual agreement, and in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have determined to modify the Agreement, and in accordance with the Section 15.16 of the Agreement, set forth this written Amendment to the Agreement.

By this Amendment, the Parties agree to delete Appendix A to the Agreement in its entirety, and to replace Appendix A with the "First Amended Appendix A" which is attached hereto. The Parties further agree that the Agreement shall be amended to reflect that the proper legal name of West River is "West River Telecommunications Cooperative. The terms of the Agreement in all other respects remain in effect as set forth in the Agreement.

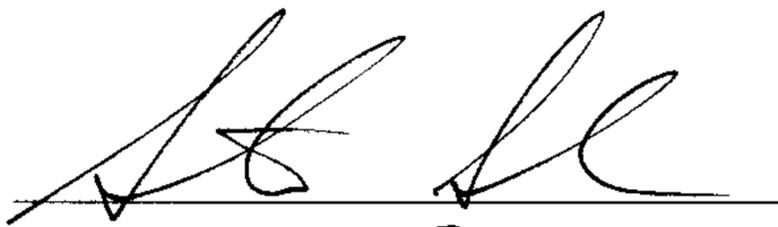
The parties additionally agree that this Amendment to the Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document. The Amendment shall become effective upon execution of this Amendment by both Parties. Subsequent to the effectiveness of the Amendment, each Party shall act in good faith and utilize its best reasonable efforts to cooperate in the implementation of the interconnection of traffic in the manner contemplated by this Amendment.

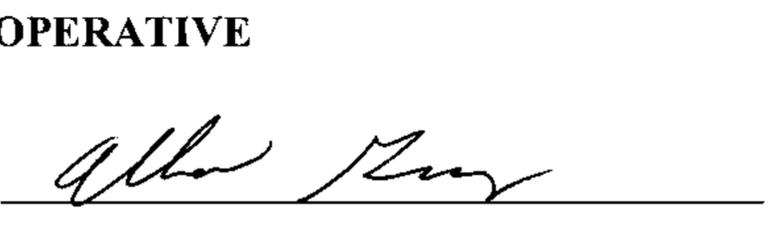
Upon execution of this Amendment, the Parties shall file it with the Public Service Commission of North Dakota (the "Commission"). If the Commission imposes any filing or other related fees or requirements regarding public notice, Nextel (directly or through its designee) shall be responsible for all such fees and costs and for publishing any such required notices.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 24<sup>th</sup> day of May, 2005.

**NEXTEL WEST CORP.**

**WEST RIVER TELECOMMUNICATIONS  
COOPERATIVE**

By: 

By: 

Printed: Steve Sachs

Printed: Albert Gross

Title: Sr. Director, Telco Cost Mgmt Title: CEO/ Gen. Mgr.

## **First Amended Appendix A**

### 1.0 Traffic Factors for Shared Facilities

Where direct interconnection facilities are used for two-way traffic exchange between the Parties, the recurring charges for such facilities provided and billed for by TELCO shall be reduced by an agreed upon percentage representing the estimated traffic exchanged between the Parties over such facilities that originate on TELCO's network by TELCO's customers. This percentage is referred to as the Traffic Factor and shall be applied only in accordance with the circumstances set forth in Section 5.3.2 of this Agreement. The Parties agree that the Traffic Factor shall remain in effect for the term of this Agreement.

- a. Landline to Wireless: 30%
- b. Wireless to Landline: 70%

### 2.0 Traffic Subject to Reciprocal Compensation

#### A. Rate

Reciprocal Compensation applies to the Transport and Termination of one Party's Subject Traffic by another Party over a Type 1, Type 2B, Type 2A, or indirect interconnection arrangement as described in Section 4.0 of this Agreement. The rate for Reciprocal Compensation is:

***\$ 0.0165 PER MINUTE***

#### B. Description of Traffic

1. With respect to landline to wireless subject traffic, traffic originating on Telco's Network and terminating to Nextel's 701-494 NPA-NXX, traffic originated on the following TELCO NPA-NXXs will be treated as subject traffic in accordance with Section 1.16 of this Agreement:

Beulah, 701-873; Hazen, 701-748; Pick City, 701-487; and Stanton, 701-745.

2. With respect to landline to wireless subject traffic, traffic originating on Telco's Network and terminating to Nextel's 701-980 NPA-NXX, traffic originated on the following TELCO NPA-NXXs will be treated as subject traffic in accordance with Section 1.16 of this Agreement:

Underwood 701-442 and Riverdale 701-654.

3. With respect to landline to wireless subject traffic, traffic originating on Telco's Network and terminating to Nextel's 701-737 NPA-NXX, traffic originated on the following TELCO NPA-NXX will be treated as subject traffic in accordance with Section 1.16 of this Agreement:

Washburn 701-462

4. With respect to landline to wireless subject traffic, traffic originating on Telco's Network and terminating to Nextel's 701-920 NPA-NXX, traffic originated on the following TELCO NPA-NXXs will be treated as subject traffic in accordance with Section 1.16 of this Agreement:

Center 701-794 and Stanton 701-745.

5. With respect to landline to wireless subject traffic, traffic originating on Telco's Network and terminating to Nextel's 701-498 NPA-NXX, traffic originated on the following TELCO NPA-NXX will be treated as subject traffic in accordance with Section 1.16 of this Agreement:

Flasher 701-597

### 3.0 Rate for Interconnection Facilities

TELCO's charges for the interconnection facilities will be at the rates specified in TELCO's applicable tariffs and will be billed as described in Appendix A, Section 1.0 above. The Parties have agreed that they may interconnect and exchange Subject Traffic subject to the terms and conditions of this Agreement by utilizing the transport facilities of Qwest to transport traffic between their respective networks. NEXTEL shall be responsible for any applicable transiting charges from Qwest or any other Third Party carrier.

POI to TELCO: HAZNNDXADS1

TELCO OCN: 4413