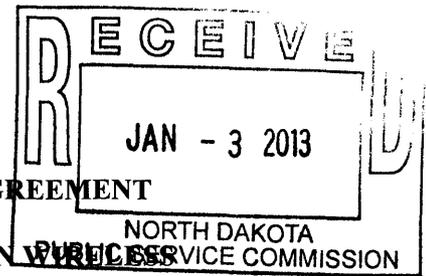


**AMENDMENT NO. 3
TO THE WIRELESS INTERCONNECTION / COMPENSATION AGREEMENT
BY AND BETWEEN
NORTHWEST COMMUNICATIONS COOPERATIVE AND VERIZON WIRELESS**



This is an Amendment (“Amendment”) to the Wireless Interconnection / Compensation Agreement by and between Northwest Communications Cooperative (“NW Communications”) and the Verizon Wireless entities listed on the signature page of this Amendment, individually and collectively d/b/a Verizon Wireless (“VZW”), jointly the “Parties.”

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection / Compensation Agreement (“Original Agreement”), pursuant to 47 U.S.C. §§251/252, effective January 1, 2002; and

WHEREAS, On November 18, 2011, the Federal Communications Commission (“FCC”) issued a Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the “USF/ICC Transformation Order”); and

WHEREAS, the Original Agreement contains a “change in law” provision that authorizes the Parties to amend the Agreement to comport with a change in law.

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:

AGREEMENT

A. Definitions

1. “Bill-and-Keep” arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. §51.713.
2. “InterMTA Traffic” means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area (“MTA”), as defined in 47 C.F.R. §24.202(a), and terminates in another MTA.
3. “Non-Access Telecommunications Traffic” (IntraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA.

B. Amendment Terms

1. Pursuant to the FCC’s USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between NW Communications and VZW so long as the USF/ICC Transformation Order is effective and unstayed, or such other rate, if any, set

by a subsequent effective and unstayed order, if any, of the FCC or a court of competent jurisdiction.

2. InterMTA Traffic – Notwithstanding any other provision in the Agreement, tariffed access rates apply to InterMTA Traffic originated on VZW's network and delivered to NW Communications for termination to its customers. VZW shall compensate NW Communications at NW Communications' applicable access tariff rates for all VZW-originated Inter-MTA Traffic only to the extent that such VZW-originated InterMTA Traffic is not handed off to an Interexchange Carrier for delivery to NW Communications. Recognizing that NW Communications is not able to measure InterMTA Traffic, both Parties agree to maintain the existing InterMTA Factor at this time to determine an estimate of mobile to land traffic that is compensable InterMTA Traffic. Upon request of either Party at least six (6) months after the Amendment Effective Date and no more often than once per calendar year, the Parties shall renegotiate the InterMTA Factor based on either Party's current traffic study data or ability to record actual usage. The InterMTA Factor set forth in this Amendment (or any subsequent amendment) shall remain in effect until the Parties execute a written amendment that: (i) changes the InterMTA Factor based on current traffic study data; or (ii) deletes the InterMTA Factor and institutes billing for InterMTA Traffic based on actual recorded usage that is available and verifiable by both Parties. Where the Parties have the ability to bill for InterMTA Traffic based on actual recorded usage, and that usage is available and verifiable by both Parties, the Parties may agree to implement billing based on actual usage instead of a mutually agreeable traffic factor.
3. To the extent that VZW's Point of Interconnection ("POI") is located outside of NW Communications' service area (e.g., at a third-party tandem as identified in the LERG) and NW Communications is a rate of return regulated rural local exchange carrier as defined in 47 C.F.R. §51.5, NW Communications' "Transport" (as defined in 47 C.F.R. §51.701(1)(c)) and provisioning obligation for Non-Access Telecommunications Traffic stops at its service area boundary meet-point. For such traffic, VZW is responsible for any and all remaining Transport outside of NW Communications' service area to VZW's POI, including Transport for NW Communications-originated traffic sent to VZW's POI through a third-party Transport provider selected by VZW. To the extent that NW Communications is not a rate of return regulated rural local exchange carrier as defined in 47 C.F.R. §51.5, NW Communications' Transport and provisioning obligation for Non-Access Telecommunications Traffic stops at VZW's POI, regardless of whether VZW's POI is located inside or outside of NW Communications' service area.
4. Call Signaling. For traffic exchanged under the Agreement, as amended by this Amendment, the Parties agree to transmit signaling information, including calling party number (CPN), in accordance with applicable law and industry standards.
5. The Parties will connect their networks using SS7 as defined in applicable industry standards including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for Common Channel Signaling ("CCS")-based features to facilitate interoperability of CLASS features and functions between their respective networks. Signaling information shall be shared between the Parties at no charge to either Party.

6. In order to process, track and monitor the traffic that is being exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate CCS messages, for call set-up, including without limitation ISUP and TCAP messages.

7. Updated Contacts –

| Northwest Communications Cooperative | Verizon Wireless |
|--|--|
| <u>For Official Notices:</u> Mike Steffan, CPA, General Manager / CEO Northwest Communications Cooperative 111 Railroad Ave. P.O. Box 38 Ray, ND 58849-0038 Phone: 701-568-3331 Fax: 701-568-7777 | <u>For Official Notices:</u> Verizon Wireless 1120 Sanctuary Parkway, Suite 150 Alpharetta, GA 30009 770-797-1230 Attn: Manager – Interconnection |
| <u>For Billing:</u> Mike Steffan, CPA, General Manager / CEO Northwest Communications Cooperative 111 Railroad Ave. P.O. Box 38 Ray, ND 58849-0038 Phone: 701-568-3331 Fax: 701-568-7777 | With a copy to: Verizon Global Wholesale 1320 North Courthouse Road, 9 th Floor Arlington, VA 22201 Attn: Deputy General Counsel |
| | <u>For Billing:</u> Verizon Wireless ATTN: Jessica Ehrlichman 10740 Nall Ave., Suite 400 Overland Park, KS 66211 913-344-2940 |

8. This Amendment shall be effective July 1, 2012.
9. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.
10. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
11. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.

IN WITNESS THEREOF, 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, but all of which shall constitute one and the same instrument.

Badlands Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its Managing Agent

Bismark MSA Limited Partnership d/b/a Verizon Wireless
By: Cellular Inc. Network Corporation, Its General Partner

Cellco Partnership d/b/a Verizon Wireless

North Central RSA 2 of North Dakota L.P. d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its Managing Partner

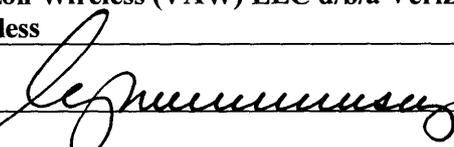
North Dakota 5-Kidder Limited Partnership d/b/a Verizon Wireless
By: CommNet Cellular Inc., Its Managing Agent

North Dakota RSA No 3 Limited Partnership d/b/a Verizon Wireless
By: Verizon Wireless (VAW) LLC, Its General Partner

Northwest Dakota Cellular of North Dakota Limited Partnership d/b/a Verizon Wireless
BY: CommNet Cellular Inc., Its Managing Agent

RCC Minnesota, Inc.

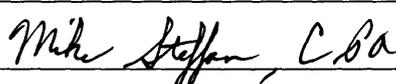
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: 
Name: Lynn Ramsey

Title: Area Vice President, Network

Date: 12/27/12

Northwest Communications Cooperative

By: 

Name: Mike Steffan, CPA

Title: General Manager / CEO

Date: 1-2-2013