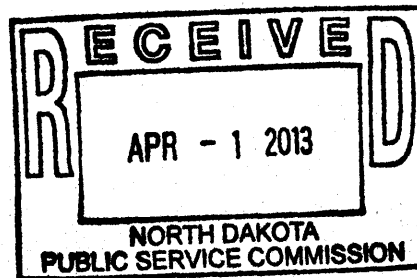


Missouri Valley
Communications, INC.

TOTAL TELECOMMUNICATIONS



March 28, 2013

North Dakota Public Service Commission
Darrell Nitschke, Executive Secretary
12th Floor State Capitol
600 E. Boulevard Ave Dept. 408
Bismarck, ND 58505-0480

RE: WIRELESS INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

Dear Mr. Nitschke:

For your records, enclosed is Amendment No. 1 of the Wireless Interconnection and Reciprocal Compensation Agreement by and between Missouri Valley Communications, Inc. and Sagebrush Cellular, Inc.

If you have any questions, please call me at (406)783-2200.

Sincerely,

Lisa G. Thievin
Regulatory Compliance Coordinator

1 **PU-13-139** Filed: 4/1/2013 Pages: 5
Amendment to wireless reciprocal compensation agreement

Missouri Valley Communications, Inc.

Lisa Thievin

**AMENDMENT NO. 1
TO THE WIRELESS INTERCONNECTION AND
RECIPROCAL COMPENSATION AGREEMENT
BY AND BETWEEN
MISSOURI VALLEY COMMUNICATIONS, INC.
AND SAGEBRUSH CELLULAR, INC.**

This is an Amendment ("Amendment") to the Wireless Interconnection and Reciprocal Compensation Agreement by and between Missouri Valley Communications, Inc. ("Missouri Valley") and Sagebrush Cellular, Inc. ("Sagebrush"), jointly the "Parties."

RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection and Reciprocal Compensation Agreement ("Original Agreement"), pursuant to 47 U.S.C. §§251 and 252, effective January 1, 2008; 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 Missouri Valley and Sagebrush.
2. In the event of a judicial stay or court-ordered vacatur of the FCC's USF/ICC Transformation Order that change reciprocal compensation rules for Non-Access Telecommunications Traffic, the per minute of use reciprocal compensation rates of the Original Agreement shall be applied in lieu of Bill-and-Keep.
 - 2.1 In the case of a judicial stay, the Parties will apply the reciprocal compensation rates from the Original Agreement prospectively from the date the stay is issued. If/when such a judicial stay is subsequently lifted, the Parties will move to Bill-and-Keep, unless there is a court-ordered vacatur.
 - 2.2 In the case of a court-ordered vacatur, the Parties will true-up the rates and apply such rates retroactively back to July 1, 2012, unless the court-ordered vacatur expressly provides for a different effective date.
3. InterMTA Traffic - The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as IntraMTA Traffic, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic subject to switched access compensation.
 - 3.1 Recognizing that neither Party currently has a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Amendment, to an initial InterMTA factor as designated in the Original Agreement as an estimate of InterMTA Traffic (the "InterMTA Factor"). The Parties agree to work cooperatively to conduct traffic studies within six (6) months of the effective date of this Amendment to establish a new InterMTA Factor.
 - 3.2 Further, the Parties agree that this Amendment is intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of Sagebrush's customers, the Parties acknowledge that a *de minimus* amount of InterMTA Traffic can be delivered directly over the interconnection trunks or indirectly *via* the third party tandem; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.
 - 3.3 The Parties agree to review the InterMTA Factor on a periodic basis and, if warranted by the actual usage, revise the factor appropriately. Both Parties shall cooperate in exchanging necessary records and information required to conduct such reviews including but not limited to traffic studies. Each Party shall have the right to conduct a review or request a traffic study to revise the InterMTA Factor no more than one time in a consecutive 12-month period.

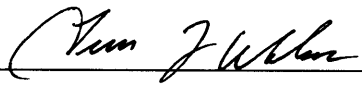
4. In accordance with FCC Rule 47 C.F.R. §51.709(c) for Non-Access Telecommunications Traffic exchanged between Missouri Valley and Sagebrush, Missouri Valley will be responsible for transport to Sagebrush's interconnection point when it is located within Missouri Valley's service area. When Sagebrush's interconnection point is located outside Missouri Valley's service area, Missouri Valley's transport and provisioning obligation stops at its meet point and Sagebrush is responsible for the remaining transport to its interconnection point including any transit charges imposed by the third-party tandem provider (the "Rural Transport Rule").
5. Call Signaling. The Calling Party Number ("CPN") associated with the End-User Customer originating the call must be provided as required by FCC rules (47 C.F.R. §64.1601). The CPN shall not be altered. The CPN will be provided by each Party in conjunction with all traffic it exchanges to the extent required by industry standards and FCC rules. The CPN follows the North American Numbering Plan Administration ("NANPA") standards and can be identified in numbering databases and the LERG as an active number. The CPN is assigned to an active End-User.
6. 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.
7. 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.
8. Updated Contacts –

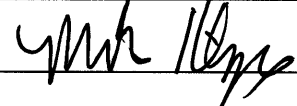
Missouri Valley Communications, Inc.	Sagebrush Cellular, Inc.
For Official Notices: Mike Kilgore, General Manager Missouri Valley Communications, Inc. Highway 13 South PO Box 600 Scobey, MT 59263 406-783-2200	For Official Notices: Tim Wilson, Wireless Division Manger Sagebrush Cellular, Inc. 702 2nd Ave., South PO Box 352 Glasgow, MT 59230 406-228-3103

9. This Amendment shall be effective July 1, 2012.

10. This Amendment shall remain effective as long as the Agreement remains effective between the Parties, subject to future changes of law.
11. 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.
12. 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 WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Sagebrush Cellular, Inc.	
By:	
Name:	Tim Wilson
Title:	Wireless Division Manager
Date:	2/22/13

Missouri Valley Communications, Inc.	
By:	
Name:	Mike Kilgore
Title:	General Manager
Date:	3/4/2013