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October 19, 2010

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Ms. Patricia Van Gerpen
Executive Director
South Dakota Public Utilities Commission
500 E Capitol Ave
Pierre SD 57501

RE: Amendment No. 2 – Reciprocal Transport and Termination Agreement
between Venture Communications Cooperative, Inc. and Commnet Cellular

Dear Ms. Van Gerpen:

Enclosed for filing for approval by the South Dakota Public Utilities Commission pursuant to 47 U.S.C. § 252 is Amendment No. 2 to the Reciprocal Transport and Termination Agreement between Venture Communications Cooperative, Inc. (“Venture”) and Commnet Cellular, Inc. (the “Verizon Wireless” entities). The purpose of this amendment is to include RCC traffic in the current Reciprocal Transport and Termination Agreement between Venture and Verizon Wireless.

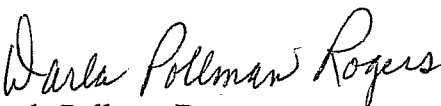
Contact information for Verizon Wireless is as follows:

Lance Murphy
Verizon Wireless
Member Technical Staff – Network Interconnection
24242 Northwestern Hwy
Southfield, MI 48075
Phone: 248-915-3571
Fax: 248-915-3598
Email: lance.murphy@verizonwireless.com

Please contact me if you have any questions or concerns. Thank you.

Sincerely yours,

RITER, ROGERS, WATTIER & NORTHRUP, LLP

By: 
Darla Pollman Rogers
Attorney for Venture

DPR/dk
Enclosure
Cc: Lance Murphy and Client

Robert C. Riter, Jr.
Margo D. Northrup

Jerry L. Wattier
Lindsey Riter-Rapp

Darla Pollman Rogers
Robert D. Hofer, Of Counsel

AMENDMENT NO. 2

to the

RECIPROCAL TRANSPORT AND TERMINATION AGREEMENT

between

VENTURE COMMUNICATIONS COOPERATIVE, INC.

and

COMMNET CELLULAR, INC.

This Amendment No. 2 ("Amendment") is made effective as of the 21st day of January, 2010 ("Amendment Effective Date"), by and between Venture Communications Cooperative, Inc. ("Venture"), with its principal place of business at 218 Commercial Avenue, Highmore, South Dakota 57345 and the Verizon Wireless entities listed on the signature page of this Amendment (collectively "Verizon Wireless"), with its principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920. Venture and Verizon Wireless may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties".

WITNESSETH:

WHEREAS, Venture and CommNet Cellular, Inc. are Parties to a Reciprocal Transport and Termination Agreement entered into pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, that was effective December 15, 1997 (the "Agreement"); and

WHEREAS, Verizon Wireless is the successor-in-interest to CommNet Cellular, Inc. and owns an equity interest of more than 10 percent; and

WHEREAS, Verizon Wireless acquired Rural Cellular Corporation, Inc. on August 6, 2008 and owns an equity interest of more than 10 percent; and

WHEREAS, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and Section 15 of the Agreement, wish to amend the Agreement in order to give contractual effect to the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to the Agreement

1.1 CommNet Cellular, Inc. assigns the Agreement to Verizon Wireless. The Agreement shall henceforth be known as the "Reciprocal Transport and Termination Agreement By and Between Venture Communications Cooperative, Inc. and Verizon Wireless."

1.2 The first paragraph of the Agreement is hereby deleted and replaced with the following paragraph:

This Reciprocal Transport and Termination Agreement (the "Agreement") is effective as of the 15th day of December, 1997 (the "Effective Date"), by and between Venture Communications Cooperative, Inc. ("Carrier") with offices at 218 Commercial Avenue, Highmore, South Dakota 57345 and the Verizon Wireless entities listed on the signature page of this Agreement individually and collectively doing business as Verizon Wireless ("Verizon Wireless") each with an office and principal place of business at One Verizon Way, Basking Ridge, NJ 07920. Verizon Wireless and Carrier are each individually a "Party" and are together "Parties" to this Agreement.

1.3 By virtue of this Amendment, all references to CommNet contained within the Agreement are hereby changed to Verizon Wireless.

2. Miscellaneous Provisions

2.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however,* that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

2.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

2.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.

2.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Sections 1 and 2 of this Amendment, and, except to the extent set forth in Sections 1 and 2 of this

Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Venture Communications Cooperative, Inc.

**Cellular, Inc. Financial Corporation d/b/a
Verizon Wireless**

**Eastern South Dakota Cellular, Inc. d/b/a
Verizon Wireless**

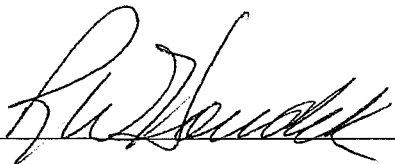
**Missouri Valley Cellular, Inc d/b/a Verizon
Wireless**

**By Comnet Cellular, Inc. , Its Managing
Agent**

RCC Minnesota, Inc.

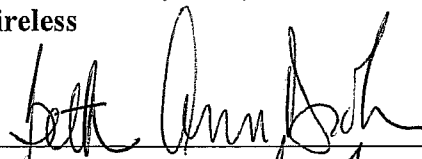
**Sanborn Cellular, Inc. d/b/a Verizon Wireless
By Comnet Cellular, Inc. , Its Managing
Agent**

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

By:  _____

Printed: Randy Houdek

Title: General Manager

By:  _____
8/25/10

Printed: Beth Ann Drohan

Title: Area Vice President, Network