

**Amendment No. 2 to the Reciprocal Transport and Termination Agreement
between Verizon Wireless and Midstate Communications**

This Amendment No. 2 (“Amendment No. 2”) is made effective as of June 30th 2023 (“Amendment No. 2 Effective Date”), by and between Midstate Communications (“Midstate”), with its principal place of business at 120 East First Street, Kimball, South Dakota 57355 and the Verizon Wireless entities listed on the signature page of this Amendment No. 2 (collectively “Verizon Wireless”), with its principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920. Midstate and Verizon Wireless may be hereinafter referred to, each individually, as a “Party” and, collectively, as the “Parties”.

RECITALS

WHEREAS, Midstate 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 4, 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, Verizon Wireless and Midstate are currently exchanging intrastate Non-Access Telecommunications Traffic over direct connection facilities pursuant to the Agreement; and

WHEREAS, Verizon Wireless wishes to reconfigure the direct connection facilities that the Parties are using to exchange landline to mobile calls in which the mobile subscribers have an NPA-NXX associated with the landline rate center in which the call originates, (hereinafter “intrastate land to mobile Non-Access Telecommunications Traffic”) pursuant to the Agreement; and

WHEREAS, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the “Act”) and certain terms in the existing 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:

Amendment Terms

1. Verizon Wireless and Midstate agree that Verizon Wireless may order new direct connection facilities to the POI located within Midstate's rate center as specified in Attachment A.
2. The new direct connection facilities described in Paragraph 1, above, may be ordered by Verizon Wireless's agent pursuant to a written letter of authorization signed by Verizon Wireless and its agent. Such new direct connection facilities shall be subject to the rates, terms and conditions of Midstate's local pricing catalog. Verizon Wireless will remain financially responsible for such direct connection facilities ordered by its agent.
3. Upon installation of the new direct connection facilities referenced in Paragraph 1, above, and the successful completion of any mutually agreed testing, the Parties shall begin exchanging intrastate land to mobile Non-Access Telecommunications Traffic over such new direct connection facilities.
4. If the Parties mutually agree to cease exchanging intrastate land to mobile Non-Access Telecommunications Traffic over existing direct connection facilities, Verizon Wireless or its agent may submit orders to disconnect such direct connection facilities. Upon receipt of such orders, Midstate will disconnect such direct connection facilities and discontinue all billing for such direct connection facilities. Notwithstanding the foregoing, prior to any disconnections, the Parties shall agree upon (1) treatment of all local dialing patterns and (2) how the Parties will exchange intrastate land to mobile Non-Access Telecommunications Traffic. If the Parties are unable to agree, then Midstate is not obligated to disconnect direct connection facilities and Verizon Wireless or its agent shall continue to receive intrastate land to mobile Non-Access Telecommunications Traffic through existing direct connection facilities.
5. In the event Verizon Wireless or its agent delivers InterMTA Traffic over the new direct connection facilities, such traffic shall be subject to the provisions of Section 10 of Amendment No. 1 of the Agreement.
6. Notwithstanding any prior agreement the Parties made regarding dispute resolution, the Parties explicitly agree the South Dakota Public Utilities Commission has jurisdiction over this Amendment and shall adjudicate any dispute that results therefrom.

Miscellaneous Provisions

1. Conflict between this Amendment No. 2 and the Agreement. This Amendment No. 2 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 No. 2. In the event of a conflict between the terms and provisions of this Amendment No. 2 and the terms and provisions of the Agreement, this Amendment No. 2 shall govern, *provided*,

however, that the fact that a term or provision appears in this Amendment No. 2 but not in the Agreement, or in the Agreement but not in this Amendment No. 2, shall not be interpreted as, or deemed grounds for finding a conflict for purposes of this Section 1.

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
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.

[Signature page follows]

The Parties, intending to be legally bound, have executed this Amendment No. 2 as of the last date set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Alltel Corporation d/b/a Verizon
Wireless**

Midstate Communications

**Cellco Partnership d/b/a Verizon
Wireless**

**CommNet Cellular Inc. d/b/a Verizon
Wireless**

**Rural Cellular Corporation d/b/a
Verizon Wireless**

By: Reneta Haynes
Reneta Haynes (Jul 14, 2023 22:18 EDT)
Reneta Haynes

By: Chad Mutziger
Chad Mutziger (Jul 10, 2023 16:19 CDT)
Chad Mutziger

Title: Dir – National Wireless Transport

Title: General Manager/CEO

Date: Jul 14, 2023

Date: Jul 10, 2023

Attachment A

<u>Midstate Office & NXX</u>		<u>Verizon Local NXX</u>	<u>Interconnecting Office</u>
Academy	605-726	605-682 605-680	Kimball, SD
Chamberlain	605-234	605-682 605-680 605-730	Kimball, SD
Delmont	605-779	605-682 605-680	Kimball, SD
Ft. Thompson	605-245	605-730 605-682 605-680	Kimball, SD
Gann Valley	605-293	605-682 605-680	Kimball, SD
Kimball	605-778	605-680 605-682 605-730	Kimball, SD
New Holland	605-243	605-682 605-680	Kimball, SD
Platte	605-337	605-207 605-613 605-682 605-680	Kimball, SD
Pukwana	605-894	605-680 605-682 605-730	Kimball, SD
Stickney	605-732	605-682 605-680	Kimball, SD
White Lake	605-249	605-682 605-680	Kimball, SD