

**WIRELESS INTERCONNECTION AGREEMENT**  
**TDS TELECOM - MICHIGAN**

This Agreement is made effective on the first day of August 16, 2004, between TDS TELECOMMUNICATIONS CORPORATION, a Delaware corporation, as agent for the Michigan corporations listed on Appendix A (individually, "TDS TELECOM"), and Dobson Cellular Systems, Inc., an Oklahoma corporation with its principal place of business located at 14201 Wireless Way, Oklahoma City, OK 73134-2512 and the Affiliates as listed on Appendix B (collectively "DOBSON"). DOBSON, and each of their respective Affiliates is an independent party to this Agreement and may separately assign its rights and obligations hereunder in the manner described by Section XIII below.

The TDS TELECOM Companies are local exchange carriers in Michigan. DOBSON is a commercial mobile radio service carrier operating in Michigan. TDS TELECOM and DOBSON desire to interconnect on a direct or indirect basis for the purpose of exchanging traffic between the parties' customers.

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows.

SECTION I  
SCOPE OF AGREEMENT

This Agreement shall cover local interconnection arrangements between DOBSON's network in Michigan and TDS TELECOM's network in Michigan. The parties agree to exchange all local traffic with one another by transiting such traffic through mutually agreeable third party LEC tandems to which each party maintains a connection. The exchange of non-local traffic, if any, between other portions of TDS TELECOM's network and DOBSON's network shall be accomplished using interexchange carriers.

SECTION II  
DEFINITIONS

1. Definitions. As used in this Agreement, the following terms shall have the meanings specified in this Section.

1.1 "Act" means the Communications Act of 1934 (47 U.S.C. 151 *et seq.*), as amended, including the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized orders and regulations of the FCC.

1.2 "Affiliate" is as defined in the Act.

1.3 "CMRS" or "Commercial Mobile Radio Service" is as defined in the Act.

1.4 "Commission" means the Public Service Commission of the State of Michigan.

1.5 "Local Traffic" means wireless to wireline and wireline to wireless calls which originate and terminate within the same MTA based on the rate centers of the calling and called subscriber telephone number.

1.6 "Major Trading Area" (MTA) means a geographic area established in Rand McNally's Commercial Atlas and Marketing Guide and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act.

1.7 "Non-Local Traffic" means the completion of interMTA calls based on the rate centers of the calling and called subscriber telephone number.

1.8 "Rate Center" as defined by NANC and used in this Agreement means an area that uses a common surrogate call origination or call termination point when determining point-to-point local or toll calling charges. "Rate Points" are used to identify the Rate Center location by V&H coordinates expressed in a paired number value. The Rate Point of the calling and called numbers are used to calculate distance sensitive charges, if any, to the end user.

1.9 "Traffic" means all Local Traffic and Non-Local Traffic that originates on one party's network, and terminates on the other party's network.

1.10 "Termination" means the switching of Local Traffic at the terminating TDS TELECOM's end-office switch, or functionally equivalent facility, and the delivery of such Traffic to the called party.

1.11 "Transport" means the transmission and any necessary tandem switching by a party of Local Traffic from the point of interconnection between the parties, which point may be via the transit services provided by another carrier, to the terminating carrier's end-office switch or functionally equivalent facility that directly serves the called party.

### SECTION III TRAFFIC EXCHANGE

#### Indirect Interconnection:

The default point of interconnection for Local Traffic generated by the Parties shall be at an appropriate third party access tandem. Each party shall be responsible for the cost of providing the trunks from its network to the point of interconnection for the calls which

that party originates. The originating party shall be responsible for payment of any transit charges (including tandem switching) assessed by the third party LEC for use of the third party LEC's tandem. Either party shall be allowed to establish a different point of interconnection for the calls which that party originates, provided that the new point of interconnection does not increase the cost of transporting or terminating calls for the other party.

#### Direct Connection:

Either party may choose to deliver calls by direct connection to the other Party's tandem or end office(s). Where connections are to a tandem office, the terminating party will complete all calls that are directed to numbers subtended by such tandem. The Party electing to connect directly shall be responsible for all charges relating to the direct facility, except that where the other party desires to make use of the facility for the direct delivery of its own traffic, such charges will be apportioned in the manner prescribed by FCC Regulations 51.703(b) and 51.709(b).

#### Billing Procedures:

Each party shall bill the other for calls which the billing party terminates to its own customers and which were originated by the billed party. Applicable local transport and termination rates and billing procedures are set forth on the attached Appendix A, which is incorporated by reference. The billed party shall pay the billing party for all charges properly listed on the bill. Such payments are to be received within thirty (30) days from the effective date of the statement. The billed party shall pay a late charge on the unpaid amounts that have been billed that are greater than thirty (30) days old. The rate of the late charge shall be the lesser of 1.5% per month or the maximum amount allowed by law. The billed party shall pay the billing party the reasonable amount of the billing party's expenses related to collection of overdue bills, such amounts to include reasonable attorney's fees. Neither party shall bill the other for traffic that is more than one (1) year old, with the exception of traffic that pre-dates the effective date of this Agreement.

SECTION IV  
OFFICE CODE TRANSLATIONS

It shall be the responsibility of each party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to route traffic to the other Party's assigned NXX codes at all times. The Parties agree to recognize the Rate Centers established in the LERG for each other's respective NXX codes and to rate calls to those codes in the same manner, consistent with existing tariffs or price lists, that it would rate calls to its own codes within the same Rate Center. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

SECTION V  
INDEPENDENT CONTRACTORS

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have the right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party.

## SECTION VI LIABILITY

### A.

Neither party nor any of their affiliates shall be liable for any incidental, consequential or special damages arising from the other party's use of service provided under this Agreement. Each party shall indemnify and defend the other party against any claims or actions arising from the indemnifying party's use of the service provided under this Agreement, except for damages caused by the sole recklessness of the indemnified party.

### B.

Neither party makes any warranties, express or implied, for any hardware, software, goods, or services provided under this Agreement. All warranties, including those of merchantability and fitness for a particular purpose, are expressly disclaimed and waived.

### C.

The liability of either Party to the other Party for damages arising out of failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of applicable tariff(s) of the Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors, or defects.

## SECTION VII ATTORNEY'S FEES AND COURT COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

## SECTION VIII TERM OF AGREEMENT

This Agreement shall commence on the effective date stated on the first page, and shall terminate two (2) years after the effective date. This Agreement shall renew automatically for successive one (1) year terms, commencing on the termination date of the initial term or latest renewal term. The automatic renewal shall take effect without notice to either party, except that either party may elect not to renew and terminate by giving the other party written notice of its intention not to renew at least ninety (90) days prior to each anniversary date.

SECTION IX  
THIRD PARTY BENEFICIARIES

This Agreement is not intended to benefit any person or entity not a party to it and no third party beneficiaries are created by this Agreement.

SECTION X  
GOVERNING LAW, FORUM, AND VENUE

To the extent not governed by the laws and regulations of the United States, this Agreement shall be governed by the laws and regulations of the State of Michigan. Disputes arising under this Agreement, or under the use of service provided under this Agreement, shall be resolved in state or federal court in Michigan.

SECTION XI  
ENTIRE AGREEMENT

This Agreement incorporates all terms of the agreement between the parties. This Agreement may not be modified except in writing signed by both parties. This Agreement is a result of a negotiation between the parties, and it was jointly drafted by both parties.

SECTION XII  
NOTICE

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of DOBSON to:

Business Name: Dobson Cellular Systems, Inc.  
Mailing Address: 14201 Wireless Way  
City/State/Zip Code: Oklahoma City, OK 73134-2512  
Attention: Timothy J. Duffy, Senior Vice President and C.T.O.  
Phone: 405/529-8500

With a copy to:

Business Name: Dobson Cellular Systems, Inc.  
Mailing Address: 14201 Wireless Way  
City/State/Zip Code: Oklahoma City, OK 73134-2152  
Attention: Ron Ripley, Esq., Vice President and Senior Corporate Counsel  
Phone: 405/529-8376

Bills and payments shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of DOBSON to:

Business Name: Dobson Cellular Systems, Inc.  
Mailing Address: 14201 Wireless Way  
City/State/Zip Code: Oklahoma City, OK 73134-2512  
Contact Phone Number: (405) 529-8916

Notices shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS Telecommunications Corporation  
Mailing Address: P. O. Box 5158  
Shipping Address: 525 Junction Road  
City/State/Zip Code: Madison, WI 53717 (53705 for Shipping)  
Attention: Director, Carrier Relations  
Contact Phone Number: (608) 664-664-4000

Bills shall be effective when received or within three (3) business days of being sent via first class mail, whichever is sooner, in the case of TDS TELECOM to:

Business Name: TDS Telecommunications Corporation  
Mailing Address: P.O. Box 5158  
City/State/Zip Code: Madison, WI 53705-0158  
Attention: Kris Groth, Local Interconnection

or to such other location as the receiving party may direct in writing. Payments are to be sent to the address on the invoice.

DOBSON shall ensure bills and payments reference the specific TDS TELECOM company name(s) for which traffic is being billed or paid (see Appendix A for company list).

### SECTION XIII ASSIGNMENT

Either Party may assign this Agreement upon the written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no consent shall be required for the assignment of this Agreement in the context of the sale of all or substantially all of the assets or stocks of either of the parties, provided only that written notice of such sale and assignment shall have been provided to the non-transferring Party. On request of the non-transferring Party, the transferee Party shall in writing confirm its agreement to be bound by the terms hereof.. Notwithstanding the foregoing, either Party may assign this Agreement or any rights or obligations hereunder to an affiliate of such Party without the consent of the other Party.

SECTION XIV  
MISCELLANEOUS

This Agreement is not an interconnection agreement under 47 USC 251(c). The parties acknowledge that TDS TELECOM is entitled to a rural exemption as provided by 47 USC 251(f) and TDS TELECOM does not waive such exemption.

**TDS Telecommunications Corporation, (not individually but as agent for the TDS TELECOM affiliates identified on Appendix A)**

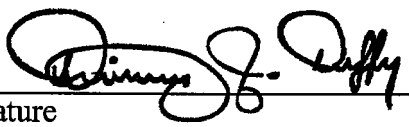
  
\_\_\_\_\_  
Signature 12/1/04  
(Date)

Printed name and title:

Louis D. Reilly, III  
\_\_\_\_\_

Director - Carrier Relations  
\_\_\_\_\_

**Dobson Cellular Systems, Inc.**

  
\_\_\_\_\_  
Signature 11-15-04  
(Date)

Printed name and title:

Timothy J. Duffy  
\_\_\_\_\_

Sr. Vice President and C.T.O.  
\_\_\_\_\_

**Signature Page to Wireless Interconnection Agreement between TDS Telecommunications Corporation (Michigan Cos.) and Dobson Cellular Systems, Inc. dated the 16 day of ~~September~~  
August, 2004 relating to the exchange of Local Traffic.**

**APPENDIX A**  
**Local Transport and Termination Rates and Billing Procedures**

The parties shall reciprocally and symmetrically compensate one another for local traffic terminated to their respective customers at the rates set forth below:

**DOBSON and TDS TELECOM:**

**\$/MOU**

Chatham Telephone Company	\$0.021698
Communication Corporation of Michigan (CCM)	\$0.013472
Island Telephone Company	\$0.040973
Shiawassee Telephone Company	\$0.017615
Wolverine Telephone Company	\$0.015993

Where connection is indirect, TDS TELECOM shall obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by DOBSON and terminating to TDS TELECOM. This report information shall be used by TDS TELECOM for billing DOBSON for traffic terminating to TDS TELECOM. DOBSON may obtain a monthly traffic distribution report from the tandem operator summarizing traffic originated by TDS TELECOM and terminated to DOBSON. This report information may be used by DOBSON for invoicing TDS TELECOM for terminating traffic to DOBSON.

If DOBSON elects not to order a traffic report from the tandem operator, the parties agree to the following principles for billing terminating usage to one another:

1. TDS TELECOM shall bill at the above rates for 100% of the traffic originated by DOBSON and terminated to TDS TELECOM. DOBSON will bill at the same rates for 100% of the traffic delivered by TDS TELECOM for termination by DOBSON.
2. In the event actual call counts are not available, either party may bill the other on the assumption that 70% of total traffic is originated by DOBSON and 30% by TDS TELECOM. For example, if TDS bills DOBSON for 100,000 minutes of Local Traffic, Dobson may bill TDS for 42,857 minutes of Local Traffic, i.e. 100,000 divided by .7, minus 100,000.

Either party may bill on a monthly, quarterly, semi-annual or annual basis.

The parties agree to accept the monthly traffic distribution report from the tandem operator as an accurate statement of traffic exchanged between the parties. Either party may perform an audit of the other party's billing and other information related to the amount of Local Traffic originated by that Party and terminated by the other Party. . The parties agree that such audits shall be performed no more than one time per calendar year. Each party shall bear its own expenses associated with such audit. The audits shall be conducted on the premises of the audited party during normal business hours.

Either party may elect to measure actual terminating local traffic through its own recording equipment and utilize these measurements in place of the traffic distribution reports from the tandem operator.

**Appendix B**

American Cellular Corporation