



8517 Excelsior Drive
Suite 301
Madison, WI 53717-1994

Phone: 608.664.9110
Fax: 608.664.9112
www.kiesling.com

April 15, 2004

Ms. Lynda L. Dorr
Secretary to the Commission
Public Service Commission of Wisconsin
610 North Whitney Way
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for Approval of an Interconnection and Reciprocal Compensation Agreement between Bloomer Telephone Company and American Cellular Corporation f/k/a ACC of Minnesota Corporation and ACC of Wisconsin, LLC ("ACC"), dated April 15, 2004.

Dear Ms. Dorr:

On behalf of our client, Bloomer Telephone Company (Bloomer), we hereby request approval of the enclosed Interconnection and Reciprocal Compensation Agreement between Bloomer and ACC. The parties have reached agreement on all issues and file via the Electronic Regulatory Filing System a copy of their negotiated interconnection agreement for the Public Service Commission of Wisconsin's (Commission) review and approval pursuant to 47 U.S.C. § 252(e).

We have been authorized by ACC to submit for Commission approval, pursuant to 47 U.S.C. § 252(e), the enclosed agreement.

A copy of this filing has been served via first class mail on:

Timothy J. Duffy, Sr. Vice President and CTO
American Cellular Corporation
14201 Wireless Way
Oklahoma City, OK 73134

Leon M. Bloomfield
Wilson & Bloomfield, LLP
1901 Harrison St., Suite 1630
Oakland, CA 94612

Sincerely,

KIESLING CONSULTING LLC

Scott Girard
Consultant

Enclosure

cc: Jim Smart, Bloomer Telephone Company (w/o enclosure)
Timothy J. Duffy, American Cellular Corporation (w/o enclosure)
Leon M. Bloomfield, Wilson & Bloomfield, LLP (w/o enclosure)

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

This Agreement is hereby entered into by Bloomer Telephone Company ("Bloomer") with offices at 1120 15th Ave., Bloomer, Wisconsin 54724 and American Cellular Corporation fka ACC of Minnesota Corporation and ACC of Wisconsin, LLC ("ACC") with offices at 14201 Wireless Way, Oklahoma City, Oklahoma 73134.

WHEREAS, Bloomer is a Local Exchange Carrier in the State of Wisconsin;

WHEREAS, ACC is a CMRS provider operating within the State of Wisconsin;

WHEREAS, Bloomer and ACC have agreed to exchange calls between each other's networks and wish to establish reciprocal compensation arrangements for these calls;

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, Bloomer and ACC hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below:

1.1 "Access Tandem" or "Tandem" is a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, and/or a customer's premises and is capable of providing Feature Group D service.

1.2 "Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

1.3 "Affiliate" is As Defined in the Act.

1.4 "As Defined in the Act" means as specifically defined by the Act and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.5 "As Described in the Act" means as described in or required by the Act and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.6 "Central Office Switch" means a switch used to provide Telecommunications Service. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.7 "Commercial Mobile Radio Services" or "CMRS" means Commercial Mobile Radio Services as defined in Part 20 of the FCC's rules.

1.8 "Commission" means the Public Service Commission of Wisconsin.

1.9 "Effective Date" means the date first above written.

1.10 "End Office Switch" is Bloomer's switching system where telephone loops are terminated for purposes of interconnection to each other and to Bloomer's system.

1.11 "FCC" means the Federal Communications Commission.

1.12 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.

1.13 "InterLATA Service" is As Defined in the Act.

1.15 "Information Service Provider" or "ISP" is as defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158, including Internet providers.

1.16 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.18 "Telecommunications Traffic" for the purpose of reciprocal compensation means traffic that is originated by an end user on the network of one Party and terminated to an end user on the network of the other Party within the Major Trading Area (MTA) based on the location of the cell site serving the wireless subscriber and the central office for the landline end user at the beginning of the call including mandatory local calling scope arrangements. A mandatory local calling scope arrangement, such as Extended Area Service (EAS) or Extended Community Calling (ECC), is an arrangement that provides end users a local calling scope beyond their basic exchange serving area.

1.19 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.20 "Major Trading Area" or "MTA" means a geographic area established by 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.

1.21 "Mobile Switching Center" or "MSC" means the switching center used by a CMRS carrier in performing routing functions for originating or terminating functions for calls to or from end user customers of the CMRS carrier. It is the functional equivalent of a tandem switch and End Office switch.

1.22 "InterMTA Traffic" means all traffic which is (a) originated by an end user on the network of one Party within the Minneapolis-St. Paul Major Trading Area (MTA) and terminated to an end user on the network of the other Party in a different MTA based on the location of the cell site serving the wireless subscriber and the central office for the landline end user at the beginning of the call including mandatory local calling scope arrangements, and (b) will not be subject to Reciprocal Compensation, but instead, be billed pursuant to the appropriate Party's relevant access tariff, or other applicable access charges, in accordance with Section 6.3.

1.23 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX).

1.24 "NXX" means the three-digit code which appears as the first three digits of a seven digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 and 900 codes).

1.25 "Party" means either ACC or Bloomer, and "Parties" means Bloomer and ACC.

1.26 "POI" or Point of Interconnection means that point in the network where the physical linking of two networks occurs for the mutual exchange of traffic.

1.27 "Reciprocal Compensation" means an arrangement between two carriers in which each of the two carriers receives the same compensation from the other carrier for the transport and termination on each carrier's network of Telecommunications Traffic that originates on the network facilities of the other carrier. Reciprocal Compensation, regardless of which Party receives it, is based on the charges in accordance with Section 6 and at the rate identified in Attachment I.

1.28 "Telecommunications" is As Defined in the Act.

1.29 "Telecommunications Carrier" is As Defined in the Act.

1.30 "Termination" means the switching of Telecommunications Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.31 "Transport" means the transmission and any necessary tandem switching of Telecommunications Traffic subject to Section 251(b)(5) of the Act from the POI between the two carriers to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

2.0 RURAL TELEPHONE COMPANY

Bloomer asserts that it is a "rural telephone company" as that term is defined in the Act, 47 U.S.C. 153. Bloomer further asserts that, pursuant to Section 251(f)(1) of the Act, Bloomer is exempt from Section 251(c) of the Act. Notwithstanding such exemption, Bloomer has entered into and accepted this Agreement for purposes of exchanging traffic, as defined herein, with ACC. Bloomer's execution of this Agreement does not in any way constitute a waiver or limitation of Bloomer's rights under Section 251(f)(1) or 251(f)(2) of the Act. Accordingly, Bloomer expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251(c) of the Act, in response to other requests for interconnection by ACC or any other carrier.

3.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offerings, guides or practices, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

4.0 SCOPE OF AGREEMENT

This Agreement shall cover the exchange of traffic between Bloomer and ACC.

5.0 SERVICE AGREEMENT

5.1 Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of Bloomer and ACC:

5.1.1 The Parties currently do not wish to have a direct facilities connection with each other for the exchange of traffic. Absent such a connection, traffic originating from one Party's network and terminating to the other Party's network will be routed via a third party's tandem switch to a POI with the other Party and then terminated to that party's customers. Traffic originating on the network of Bloomer to be terminated to ACC's network will be routed in accordance with the Telcordia Traffic Routing Administration instructions for ACC's applicable NPA/NXXs where technically feasible, and will otherwise be treated in accord with the principles of dialing parity and nondiscrimination with respect to landline numbers with the same rate points. Each Party shall be responsible for (a) all transit charges generated by calls originated on their respective networks and (b) all costs of the facilities linking its own switch(es) to the third-party transiting tandem.

5.1.2 In the event that either Party desires to effect a direct facilities connection with the other Party, the Parties agree to negotiate in good faith to promptly establish and implement the terms and conditions for such an interconnection, which terms and conditions shall be consistent with the requirements of the Act.

5.1.3 Nothing in this Agreement shall prohibit ACC from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the ACC brand name and license. Traffic originating on such extended networks shall be treated as ACC traffic under the terms and conditions of this Agreement.

6.0 RECIPROCAL COMPENSATION

6.1 Bloomer shall compensate ACC for the Transport and Termination of Land-to-Mobile Telecommunications Traffic originated on Bloomer's network and terminated on ACC's network. ACC shall compensate Bloomer for the Transport and Termination of Mobile-to-Land Telecommunications Traffic originated on ACC's network and terminated on Bloomer's network. The rate of Reciprocal Compensation is set forth in Attachment I. Compensation for the transport and termination of any InterMTA traffic shall be pursuant to 6.3 below. In the event the traffic terminated on the Parties' respective networks is de minimus such that the total minutes for which either Party is entitled to compensation is less than 3,000 minutes of use for a one month period, the Parties agree that said month's minutes of use shall carry over to the following month, and again as many times as may be required, until the 3,000 minutes of use threshold has been achieved by either Party. Upon reaching the 3,000 minutes of use threshold, both parties shall prepare and submit to the other a billing statement that will separately reflect the calculation of Reciprocal Compensation.

6.2 For purposes of defining Telecommunications Traffic under this Agreement, the origination point and the termination point on Bloomer's network shall be the End Office serving the respective calling or called Party. The origination point and the termination point on ACC's network shall be the cell site which serves the calling or called party at the time the call begins.

6.3 The Parties shall pay terminating compensation to one another for all InterMTA Traffic (other than traffic handled by an IXC) originated on their respective networks and delivered to the other for termination to the terminating Party's customers. The parties will compensate each other at each Bloomer's applicable access tariff rates for all such traffic.

7.0 NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. If such a change causes the other Party to incur any material expense to maintain interoperability, the Parties agree to negotiate in good faith to promptly establish the terms and conditions for such a change of which terms and conditions shall be consistent with the requirements of the Act, prior to making such a change.

8.0 GENERAL RESPONSIBILITIES OF THE PARTIES

8.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, and in accordance with Section 5, measuring and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or using any of the Services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers.

8.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

8.3 Each Party is responsible for administering NXX codes assigned to it.

8.4 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identifier (CLLI) codes assigned to its switches.

8.5 Each Party shall use the LERG published by Telcordia Technologies, Inc. ("Telcordia") or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.

8.6 Each Party, where feasible, will deliver its traffic to the other Party's network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In-band signaling may be used if CCS/SS7 is not available.

8.7 Bloomer shall program and update its Central Office Switches and End Office switches and network systems to recognize and route traffic to NXX codes assigned to ACC. ACC shall do the same with respect to its MSC for recognizing and routing traffic to Bloomer's NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

9.0 EFFECTIVE DATE, TERM, AND TERMINATION

9.1 This Agreement shall be effective upon execution by the Parties pending approval by the Commission.

9.2 Subject to the provisions of Section 16, the initial term ("Initial Term") of this Agreement shall be for two (2) years which shall commence on the Effective Date. The Agreement shall automatically renew for successive one-year terms unless terminated as provided for below. The Agreement may be terminated by either party at the end of the initial term (or any renewal term) by providing written notice of termination to the other Party at least ninety (90) days in advance of the expiration of the initial term or any

renewal term thereof. In the event such notice of termination is provided, and either party requests in good faith to renegotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect until replaced by the successor agreement.

9.3 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) each Party shall comply with its obligations set forth in this Agreement;
- (b) each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement; and
- (c) each Party's indemnification, confidentiality and dispute resolution obligations shall survive termination or expiration of this Agreement.

9.4 This Agreement may be terminated by written notice thereof given by one Party to the other if any one of the following occurs:

- (a) Failure of the other Party to meet any material covenant, agreement, or obligation provided for in this Agreement if it has not cured or commenced to cure any such default within thirty (30) days after written notice thereof by the non-defaulting Party; or
- (b) The other Party becomes insolvent or is adjudicated as bankrupt, or its business comes into possession or control of any trustee in bankruptcy, or a receiver is appointed for it, or it makes a general assignment for the benefit of creditors. If any of these events occurs, no interest in this Agreement shall be deemed an asset to creditors.

10.0 PAYMENTS AND BILLING

10.1 Calculation of Payments. The Parties agree that payments due under this Agreement shall be calculated as follows:

10.1.1 The Parties intend to utilize actual and auditable measurement to identify the quantity and distribution of traffic subject to this Agreement. Where such measurement is not available, the Parties agree to establish and set forth in Appendix A the relative directionality and/or distribution of traffic with respect to the connecting facilities. The Parties agree to use the default percentages and traffic distribution percentages set forth in Attachment I for the application of charges pursuant to this Agreement for a period of time not less than twelve (12) months from the Effective Date. At the request of either Party thereafter, the factors will be adjusted based on the parties' respective percentages of all intraMTA traffic (and InterMTA traffic where applicable) exchanged by the parties. In the event of a dispute regarding the adjustment, if any, to the factors, the dispute will be resolved pursuant to the provisions of Section 17. Each Party agrees to provide available traffic data or permit the other Party's recording equipment to be installed for sampling purposes in conjunction with any subsequent traffic measurement or audits of traffic measurement.

10.2 Billing.

10.2.1 A monthly billing statement shall be prepared by both Parties and will reflect separately the calculation of any reciprocal compensation and terminating compensation due to each party. Such amount shall be paid within thirty (30) days of the invoice receipt date.

10.2.2 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

10.2.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

10.2.3.2 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law provided that the Non-Paying Party shall not pay interest on any amounts that it successfully disputes.

10.3 Upon a Party's written request and at a mutually agreed upon time during normal business hours the requesting Party shall have the right to inspect the records which are the basis for any monthly bill for the preceding 12 months issued by the other Party and to request copies thereof. The auditing Party shall bear its own cost and expense. The number of requests made under this Section by either Party shall not be more than once per twelve (12) month period.

11.0 CANCELLATION CHARGES

Except as defined in Section 9.2 above, no cancellation charges shall apply.

12.0 NON-SEVERABILITY

12.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

12.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

13.0 INDEMNIFICATION

13.1 General Indemnity Rights. Each Party (the "Indemnifying Party") will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

13.1.1 Any loss to a third person arising out of the gross negligence or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

13.1.2 Any loss arising from such Indemnifying Party's use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits ("Claims") for libel, slander, invasion of privacy, or infringement of intellectual property rights arising from the Indemnifying Party's own communications.

13.2 Indemnification Procedures. Whenever a Claim for indemnification arises under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim or loss. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such Claim or loss and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim or loss, the Indemnified Party will defend such Claim or loss, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim or loss. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any Claims or losses for which it has given notice of acceptance of the duty to defend, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim or loss requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel at its own cost for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim or loss as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to reasonably cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim or loss, and the relevant records of each Party will be available to the other Party with respect to any such defense.

14.0 LIMITATION OF LIABILITY

14.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

14.2 Limitation of Damages. In no event will either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing will not limit (i) a Party's obligation under Section 13 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including reasonable attorneys' fees) and Consequential Damages of such third person, or (ii) a Party's liability to the other for willful or intentional misconduct.

14.3 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without

limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event."

14.3.1 If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

15.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

15.1 Except as expressly provided under this Agreement, no Party makes or receives any warranty, express or implied, with respect to the services, functions and products it provides or is contemplated to provide under this Agreement and the parties disclaim the implied warranties of merchantability and/or of fitness for a particular purpose.

16.0 REGULATORY APPROVAL

16.1 Commission Approval. The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval without modification of this Agreement by the Commission or the FCC under Section 252 of the Act. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion of the Agreement; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

16.2 Regulatory Changes. If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable) to the other Party require that the affected provision(s) be renegotiated and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement. If the Parties are unable to successfully renegotiate such new provisions, either Party may petition for arbitration of those provisions pursuant to § 252 of the Act.

16.3 Amendment or Other Changes to the Act: Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any final and nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's

First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act occurring after the Effective Date (individually and collectively, and "Amendment to the Act"), either Party may by providing written notice to the other Party request that the affected provisions be renegotiated and amended accordingly to reflect the pricing, terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any pricing, rates or charges of the services provided under this Agreement, such amendment shall be retroactively effective as determined by the Commission or other agency or court with jurisdiction over this Agreement, and each party reserves its rights and remedies with respect to the collection of such rates or charges on a retroactive basis. If such new provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration pursuant to § 252 of the Act. Except as otherwise provided for in this section (16.3) and Section 17.0, neither party waives any rights it might have under the Act and the rules and regulations promulgated thereunder by the FCC and/or the Commission.

17.0 DISPUTE ESCALATION AND RESOLUTION

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 17.0. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either Party, each of the Parties shall within five (5) days from the written request appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within forty-five (45) days after the Parties' appointment of designated representatives as set forth above, a Party may seek relief in any appropriate forum (including but not limited to the Commission, the FCC, the state court and/or the federal district court) under applicable law.

18.0 MISCELLANEOUS

18.1 Authorization.

18.1.1 Bloomer is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

18.1.2 ACC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

18.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

18.3 Independent Contractors. Neither this Agreement, nor any actions taken by ACC or Bloomer, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between ACC and Bloomer, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by ACC or Bloomer in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between ACC and Bloomer end users or others.

18.4 Confidentiality.

18.4.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs, and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 17.4.2 of this Agreement.

18.4.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may seek appropriate protective relief from all or part of such requirement or if it fails to successfully do so, the Receiving Party may comply with the requirement. The Receiving Party shall not interfere with the Disclosing Party's efforts to obtain any protective relief which such Disclosing Party chooses to obtain.

18.4.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

18.5 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions.

18.6 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, property, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. These amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to provide said resale tax

exemption certificate beyond fourteen (14) days from the invoice will result in no exemption being available to the purchasing Party.

18.7 Non-Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

18.8 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

18.9 Notices. Except as may be otherwise specifically provided, all notices and communications shall be in writing and delivered by: (a) United States Postal Service certified or registered mail, return receipt requested, postage prepaid; (b) facsimile transmission with a copy mailed by first class mail or its equivalent deposited in the United States Postal Service, postage prepaid; (c) overnight courier service; or (d) personal delivery; and shall be directed to the persons at the applicable addresses set forth below, or to such other person or place as the Parties may direct. Notice shall be deemed received on the date of facsimile transmission confirmation, or the date of delivery, whichever applies, to the following addresses of the Parties:

To: American Cellular Corporation

Timothy J. Duffy
Sr. Vice President and CTO
14201 Wireless Way
Oklahoma City, OK 73134

with a copy to:
Leon M. Bloomfield
Wilson & Bloomfield, LLP
1901 Harrison St., Suite 1630
Oakland, CA, 94612
510.625.8250

To:

Bloomer Telephone Company
Jim Smart, General Manager
1120 15th Ave.
Bloomer, WI 54724

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

18.10 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

18.11 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

18.12 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

18.13 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

18.14 Technology Upgrades. Nothing in this Agreement shall limit ACC's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. ACC shall provide Bloomer written notice at least ninety (90) days prior to the incorporation of any such upgrade in ACC's network which will materially impact Bloomer's service or such other period as presented by applicable FCC or Commission rule. ACC shall be solely responsible for the cost and effort of accommodating such changes in its own network, and Bloomer's network.

18.15 Scope of Agreement. This Agreement is intended to describe and enable specific reciprocal compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

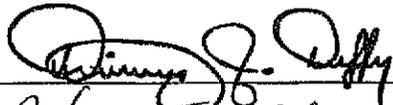
18.16 Entire Agreement. The terms contained in this Agreement and its Attachments and the other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein and, constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This agreement may only be modified in writing signed by an officer of each party.

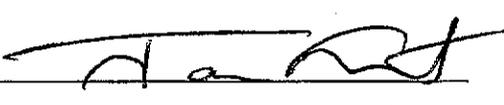
18.17 Trouble Reporting. In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established a single point of contact available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

American Cellular Corporation

Bloomer Telephone Company

By: 

By: 

Date: 04-05-04

Date: 04-15-04

Printed: Timothy J. Duffy

Printed: James Smart

Title: Sr. Vice President and CTO

Title: General Manager

