

May 23, 2005

Chequamegon Communications Cooperative, Inc.
43705 US Highway 63
P.O. Box 67
Cable, WI 54821
Attn: Mr. Dave Carter

Dear Mr. Carter:

T-Mobile USA, Inc. and its Affiliates (collectively, "T-MOBILE"), with its principal offices at 12920 SE 38th Street, Bellevue, WA 98006, hereby requests approval of its adoption of the terms and conditions of the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between Chequamegon Communications Cooperative, Inc. and Cheqtel Communications, Inc. (collectively, "CCCI") and Alltel Communications, Inc. ("ALLTEL") dated June 1, 2004, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin in Docket No. 05-TI-1050 on June 17, 2004 ("Agreement"). This letter shall confirm that T-MOBILE has a copy of the Agreement.

By T-MOBILE's countersignature on this letter, T-MOBILE hereby agrees to the following:

1. Except as set forth below, T-MOBILE adopts the Agreement for interconnection with CCCI, and, in applying the terms and conditions of the Agreement, agrees that "T-MOBILE" shall be substituted in the place of "ALLTEL" in the Agreement wherever appropriate.
2. T-MOBILE requests that notice to T-MOBILE, as may be required under this Agreement, shall be provided as follows:

To T-MOBILE:

Carrier Management
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

With a copy to (for notice of breach only):

General Counsel, Legal Affairs
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006

3. T-MOBILE represents and warrants that it is a Delaware corporation licensed to provide wireless Telecommunications service in the state of Wisconsin, and that its adoption of the Agreement will cover the state of Wisconsin only.
4. T-MOBILE's adoption of the ALLTEL Agreement shall become effective on June 1, 2004, upon CCCI's filing of this letter with the Commission and shall terminate pursuant to the ALLTEL Agreement.
5. In Section 3.3 the OCN for T-MOBILE shall be changed to 6701.
6. The Parties agree that T-MOBILE may route traffic indirectly to CCCI in accordance with Section 4.4 of the Agreement, and in accordance with the following:
 - a. The last sentence of section 4.4 shall be deleted.
 - b. T-MOBILE shall discuss establishing a Direct Type-2A Interconnection as provided in Section 4.2 of the ALLTEL Agreement if the volume of traffic originated by T-MOBILE for termination by CCCI exceeds 350,000 minutes of use per month, for three (3) consecutive months.
7. At the end of Section 14.2.1 add to the end of the last sentence "...except as provided in Appendix B."
8. In Section 15.10.1 the T-MOBILE 24 hour contact number shall be changed to 888-662-4662.
9. Appendix B, Section IV, The InterMTA Traffic Factors shall be changed as follows:

Mobile-to-Land Traffic			
Subject Traffic			100.0%
InterMTA			0.0%
Intrastate	0.0%		
Interstate	0.0%		
Land-to-Mobile-Traffic			
Subject Traffic			100.0%
10. Appendix A the Shared Facilities Factor shall be changed to:

Mobile-to-Land Telecommunications Traffic	70.0%
Land-to-Mobile Telecommunications Traffic	30.0%
11. The Agreement as amended shall be subject to any and all Applicable Law, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. Notwithstanding the provisions above, to the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

12. The following shall be added to Appendix B:

VI. Reciprocal Compensation-Net Billing

Each month during the term of this Agreement CCCI will bill T-MOBILE the net amount of terminating compensation due to CCCI based on the rates and billing factors in this Agreement. To calculate the net amount due, the number of mobile-to-land minutes of use delivered by T-MOBILE to CCCI, directly and indirectly, (rounded to the nearest whole minute) will be reduced by the number of land-to-mobile minutes of use delivered by CCCI to T-MOBILE, and the resulting net minutes of use will be multiplied by the applicable rate to arrive at the net amount due CCCI. Mobile-to-land minutes of use will be based on actual minutes of use delivered by T-MOBILE for termination by CCCI as measured by CCCI. Land-to-mobile minutes of use will be based on actual minutes of use originated by CCCI for termination by T-MOBILE as measured by CCCI. If CCCI cannot measure the originating minutes of use terminated to T-MOBILE, land-to-mobile minutes of use shall be calculated by dividing the total number of Subject Traffic minutes of use delivered by T-MOBILE for termination by CCCI by the mobile-to-land factor of 90% and multiplying the results by the land-to-mobile factor of 10%.

The mobile-to-land and land-to-mobile billing factors ("Billing Factors") shall not be revised during the first twelve (12) months of this Agreement. Thereafter at the request of either Party the Billing Factors may be mutually adjusted based on actual traffic studies, but in no event more frequently than one (1) time annually. The requesting Party will provide the supporting documentation to the other Party before the Billing Factors will be adjusted. In the event of a dispute regarding the adjustment of the Billing Factors, the dispute will be resolved to the provision of Section 14.0 the ALLTEL Agreement. Each Party agrees to provide available detail billing records in conjunction with any adjustment.

Please indicate CCCI's agreement to the provisions of this letter by signing three (3) original copies of this letter on the space provided below and return to Marin Fettman at T-Mobile USA, Inc., 12920 SE 38th Street, Bellevue, WA 98006.

Sincerely,



T-Mobile USA, Inc.

Name: Dave Mayo

Title: Vice President, Finance & Planning

AGREED and ACCEPTED this 31 day of May 2005.
Chequamegon Communications Cooperative, Inc.

By: Dave Carter

Name: Dave Carter
Title: General Manager

Cheqtel Communications, Inc.

By: Dave Carter

Name: Dave Carter

Title: CEO