RECIPROCAL TRANSPORT AND TERMINATION AGREEMENT

This Reciprocal Transport and Termination Agreement (the "Agreement") is entered into as of the ____ day of April, 2003, by and between Midwest Wireless Wisconsin L.L.C. ("MWW") and Frontier Communications of Mondovi, Inc. ("Carrier"). MWW and Carrier are each individually a "Party" and are together the "Parties" to this Agreement. This Agreement is effective as of January 1, 2003.

WHEREAS, MWW is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Services provider.

WHEREAS, Carrier is a Rural Telephone Company holding a certificate of authority to provide local exchange telecommunication services in the State of Wisconsin.

WHEREAS, Carrier and MWW currently extend and desire to establish arrangements to one another for the exchange of wireline to wireless and wireless to wireline Traffic between their respective networks for the benefit of the Parties.

WHEREAS, the Parties wish to put in place an arrangement for the mutual exchange and reciprocal compensation of telecommunications traffic in accordance with the Act, and which is intended to supersede any previous arrangements between the Parties relating to such traffic.

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, MWW and Carrier hereby agree as follows:

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

1.3 "Commission" means the Wisconsin Public Service Commission.

1.4 "FCC Order" means the FCC's First Report and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, rel. August 8, 1996 and the regulations promulgated thereunder.

1.5 "ISP Remand Order" means the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68 and the regulations promulgated thereunder.

1.6 "Local Traffic" means the completion of wireless to wireline and wireline to wireless calls which originate and terminate within the same MTA based on the location of the cell site serving the wireless subscriber and the central office for the landline end-user.

1.7 "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.

1.8 "Non-Local Traffic" means the completion of interMTA calls based on the location of the cell site serving the wireless subscriber and the central office for the landline end-user.

1.9 "Reciprocal Compensation Credit" means a monetary credit for wireline to wireless Traffic which is originated by a landline subscriber of Carrier and terminates to a subscriber of MWW within the MTA.

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

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

1.12 "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.

2. Interpretation and Construction. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be prescribed by any federal or state government authority. To the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to negotiate in good faith toward an agreement to modify, in writing, any affected term and condition of this Agreement to bring them into compliance with such law, rule, regulation or guideline. The headings of the Sections of this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

2.1 The Parties enter into this Agreement without prejudice to any position they may take with respect to similar future agreements between the Parties or with respect to positions they may have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters including matters, related to the rates to be charged for transport and termination of Local Traffic or the types of arrangements prescribed by this Agreement.

3. Scope. This Agreement addresses the Parties' reciprocal compensation obligations as described in Section 251(b)(5) of the Act. This Agreement relates to the exchange of Local Traffic between the respective networks of MWW and Carrier, which uses the tandem switching facilities of a third party for the point of interconnection and where there is no direct connection between MWW and Carrier. If either Party elects to replace the existing form of indirect interconnection with a two-way or one-way direct connection, the Parties agree to negotiate a separate agreement related to the provisioning and compensation for such facilities. If MWW provides service using an NPA-NXX assigned solely to a rate center where Carrier is the incumbent local exchange carrier, a two-way or one-way direct connection will be negotiated in a separate agreement governing the provisioning and compensation for such facilities. To the extent applicable, the rate contained in Exhibit A shall apply for the remaining term of this Agreement should either Party request connection using a two-way or one-way direct connection to Carrier's facilities. By this Agreement, neither Party waives any other rights it may otherwise have under the Act or the rules of the FCC.

4. Reciprocal Traffic Exchange. Reciprocal exchange of Traffic addresses the exchange of Traffic between MWW subscribers and Carrier end-user customers. Each Party shall reciprocally terminate on its network Traffic originating on the other Party's network. Consistent with Carrier's current practice with MWW, either Party's Traffic may be routed through one or more intermediaries for interconnection with the other Party's system and, unless a direct connection is separately negotiated pursuant to the terms of Paragraph 3 of this Agreement, shall transit a tandem switch before reaching Carrier's end office. Reciprocal Traffic exchanged under this Agreement covers only Transport and Termination services provided in association with CMRS services. Other services may be purchased pursuant to Carrier's tariff. The Transport and Termination services provided hereunder are intended for wireless to wireline or wireline to wireless traffic, but not wireline to wireline communications or wireline to non-CMRS traffic for which a certificate of authority is legally required.

5. Local and Non-Local Traffic. This Agreement is intended to address the Transport and Termination of Traffic between the Parties. Local Traffic is subject to only the local Transport and Termination charges as described in Section 6 below. Non-Local Traffic is subject to Carrier's interstate access charges. In the absence of evidence to the contrary, it shall be assumed that one percent of Traffic (as measured by minutes of use) originated by or terminated by Carrier is Non-Local Traffic.

5.1 The Parties shall act in accordance with the FCC's orders and regulations for intercarrier compensation relating to Internet Traffic, including the ISP Remand Order. In the event Carrier elects to exchange ISP-bound Traffic with any local exchange carrier in the State subject to the interim compensation rates set forth in the ISP Remand Order (or any such lower rates for Transport and Termination of ISP-bound Traffic or bill-and-keep for ISP-bound traffic, if ordered by the Commission), then Carrier agrees to provide written notice to MWW of any such election and to comply with the applicable requirements of the ISP Remand Order.

6. Local Transport and Termination Rates. MWW and Carrier shall reciprocally and symmetrically compensate one another for Local Traffic terminated to their respective subscribers and end-user customers. The rate for the Termination and Transport of such Local

Traffic is set forth on Exhibit A attached hereto. Carrier will be responsible for measuring (currently provided by the tandem operator) the total monthly minutes of use terminating into its network from MWW's network. If MWW elects to directly bill Carrier under Section 8.1, MWW will be responsible for measuring the total monthly minutes of use terminating into its network from Carrier's network. Each Party will only charge the other Party for actual conversation minutes of use based on call party answer to call party disconnect. Minutes of use and/or fractions thereof will be aggregated at the end of the billing cycle and rounded to the nearest whole minute. The Party collecting revenues shall be responsible for collecting, reporting and remitting all applicable taxes associated therewith.

6.1 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 15,000 minutes of use for a three month period (or 5,000 minutes of use for a one month period if Carrier or MWW bills monthly), the Parties agree that the only compensation for such Traffic will be in the form of the reciprocal Transport and Termination services provided by the other Party, and no billings will be issued by either Party.

7. Compensation. Compensation using the rate contained in Exhibit A shall be determined as follows:

7.1 In the event Carrier is unable to determine the amount of Mobile-to-Land Local Traffic it terminates from MWW in an End Office(s) or measurement capabilities are not available in a Carrier's End Office, the Parties will negotiate a mutually agreed upon compensation arrangement in the applicable End Office(s).

7.2 If MWW is unable to determine the amount of wireline to wireless Traffic it terminates from Carrier, Carrier will bill 75% of wireless to wireline Local Traffic terminated by Carrier. This 75% ratio is based on the Parties' review of wireline to wireless Traffic and wireless to wireline Traffic previously exchanged by the Parties prior to entering into this Agreement. The 25% Reciprocal Compensation Credit is the amount of compensation to MWW for wireline to wireless Local Traffic terminated by MWW. The Reciprocal Compensation Credit shall appear on Carrier's bill as a credit against the amounts due and payable from MWW to Carrier.

7.3 Either party may, at its option, request replacement of the Reciprocal Compensation Credit, on a going forward basis, based on the results of a traffic study conducted for a representative sample of exchanges by Carrier. The Reciprocal Compensation Credit shall be replaced no more than once every six months. If the Parties are unable to reach agreement on the adequacy of the sample, or the appropriate percentages to use based on the traffic studies, either Party may request resolution of the dispute pursuant to the procedures of paragraph 13 of this Agreement, Dispute Resolution Process.

8. Billing and Payment. Carrier shall bill MWW on either a monthly or quarterly basis for services provided under this Agreement in accordance with the recurring usage sensitive charge set forth on Exhibit A. Carrier shall include sufficient detail in its invoices to

enable MWW to reasonably verify the accuracy of the usage and charges. MWW shall pay such invoices within thirty (30) days of receipt of the statement. In the event of a dispute over the amount of the invoice, MWW shall pay the undisputed portion and shall not be required to pay the disputed portion pending investigation and resolution of the dispute.

8.1 In the event that MWW elects to measure the wireline to wireless Traffic terminated to it by Carrier, MWW will directly invoice Carrier for that Traffic applying the rate contained in Exhibit A rather than utilizing the Reciprocal Compensation Credit in Section 7. The billing and payment provisions and time periods set forth in Section 8 above shall apply if MWW elects to direct bill Carrier.

9. Effective Date. This Agreement is subject to approval by the Commission. MWW and Carrier shall work cooperatively and take all steps necessary and proper to expeditiously prosecute a joint application before the Commission seeking approval of this Agreement. Each Party shall be responsible for their own costs and expenses incurred in obtaining approval of this Agreement from the Commission.

10. Term. This Agreement shall remain in effect until December 31, 2003. The Agreement shall automatically renew for additional six (6) month terms, unless either Party gives the other Party written notice of intent to terminate at least thirty (30) days prior to the expiration date of the initial or renewed term.

11. Termination Upon Default. Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of the written notice thereof.

12. Liability Upon Termination. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect for any act or omission occurring prior to the termination relating to an obligation which is expressly stated in this Agreement. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination of this Agreement.

13. Dispute Resolution Process. The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following dispute resolution procedure as their sole remedy with respect to any controversy or claim arising out of or relating to this Agreement, except for (i) an action seeking to compel compliance with the confidentiality provision of Section 19 or this dispute resolution process (venue and jurisdiction for which would be in Madison, Wisconsin) or (ii) disputes that fall within the jurisdiction of the FCC or Commission, unless the Parties agree at the time of the dispute to submit the matter to arbitration rather than the FCC or the Commission.

13.1 At the written request of a Party commencing the dispute resolution process described herein, each Party will appoint a representative to meet and negotiate in good faith for a period of sixty (60) days (unless it becomes clear that a voluntary

resolution is unlikely) after the request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by nonlawyer, business representatives but nothing prevents either Party from also involving an attorney in the process. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement of the representatives, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussion and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in the arbitration described below or in any lawsuit without concurrence of both Parties.

13.2 If the negotiations do not resolve the dispute within sixty (60) days (sooner if it becomes clear that a voluntary resolution is unlikely) after the initial written request, the dispute may be, if mutually agreed upon by the parties, submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the Parties may agree, unless the Parties mutually agree to submit the dispute directly to the Commission for resolution. A Party may demand such arbitration in accordance with the procedures set out in those rules. The arbitration hearing shall be commenced within forty-five (45) days after the demand for arbitration and shall be held in Minneapolis-St. Paul, Minnesota. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The decision of the arbitrator shall be final and binding upon the Parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

13.3 Each party shall bear its own costs and attorneys' fees of the arbitration procedures set forth in this Section and shall equally split the fees and costs of the arbitration and the arbitrator.

13.4 No claim, demand, dispute or other judicial or administrative action, regardless of form, arising out of or relating to this Agreement may be brought by either Party more than one (1) year after the cause of action arises.

14. General Responsibilities of Parties. Each Party is responsible to provide facilities within its respective network which are necessary for routing and terminating Traffic to and from the other Party's network.

15. 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 the nature of the changes and when the change will occur.

16. Warranty. NEITHER PARTY GUARANTEES NOR WARRANTS THE INSTALLATION OF THE FACILITIES, OR ERROR-FREE OR INTERRUPTION-FREE TELECOMMUNICATIONS SERVICE. THIS AGREEMENT EXCLUDES ALL WARRANTIES OF WHATEVER KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

17. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF PROFITS) ARISING IN CONNECTION WITH THIS AGREEMENT. BOTH PARTIES ONLY LIABILITY UNDER THIS AGREEMENT IS FOR DIRECT, ACTUAL DAMAGES RESULTING FROM THE CAUSING PARTY'S CONDUCT OR THE CONDUCT OF ITS AGENTS OR CONTRACTORS IN PERFORMING THE OBLIGATIONS CONTAINED IN THIS AGREEMENT. TO THE EXTENT CARRIER CAUSES MWW SUCH DAMAGE, SUCH DIRECT, ACTUAL DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE ESTIMATED AMOUNTS MWW WILL PAY CARRIER DURING THE INITIAL TERM OF THIS AGREEMENT. TO THE EXTENT MWW CAUSES CARRIER SUCH DAMAGE, SUCH DIRECT, ACTUAL DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO THE ESTIMATED AMOUNTS CARRIER WILL PAY MWW OR WILL PROVIDE AS A RECIPROCAL COMPENSATION CREDIT TO MWW DURING THE INITIAL TERM OF THE AGREEMENT. EACH PARTY'S REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT.

18. Indemnification. Each Party to this Agreement shall indemnify and hold harmless the other Party with respect to any third-party claims, lawsuits, damages or court actions arising from service under this Agreement, to the extent that the indemnifying Party is liable or responsible for said third-party claims, losses, damages, or court actions. Whenever any claim shall arise for indemnification hereunder, the Party entitled to indemnification shall promptly notify the other Party of the claim and, when known, the facts constituting the basis for such claim. In the event that one Party to this Agreement disputes the other Party's right to indemnification hereunder, the Party disputing indemnification shall promptly notify the other Party of the factual basis for disputing indemnification. Indemnification shall include but is not limited to costs and attorneys fees.

18.1 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense. In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

19. Confidentiality. The Parties to this Agreement recognize they or their authorized representatives may come into possession of confidential and/or proprietary data about each other's business of networks as a result of this Agreement. Each Party agrees to treat all such data as strictly confidential and to use such data only for the purpose of performance under this

Agreement. Each Party agrees not to disclose data about the other Party's business, unless such disclosure is required by lawful subpoena or order, to any person without first securing the written consent of the other Party.

20. Disclaimer of Agency. 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. 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.

21. Business Records. Each Party is responsible for the accuracy of its data as submitted to the other Party. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct a review of the relevant data possessed by the other Party to assure compliance with the provisions of this Agreement. The review will consist of any examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as it relates to charges or payments made in connection with this Agreement. Each Party's right to access information for a verification review purposes is limited to data not in excess of twelve (12) months in age. A Party's right to request a review is limited to once every twelve (12) months. The Party requesting a verification review shall fully bear its own costs associated with conducting a review. The Party being reviewed will provide reasonable access to necessary and applicable information at no charge to the reviewing Party during normal business hours.

22. Assignments, Successors and Assignees. A Party may not assign or transfer this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the forgoing, a Party may assign this Agreement, or any portion thereof, without consent to any entity that controls, is controlled by or is under common control with the assigning Party. Any such assignment shall not in any way affect or limit the rights and obligations of the Parties under the terms of this Agreement. The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their lawful successors and assigns. A Party making the assignment shall notify the other Party sixty (60) days in advance of the effective date of the assignment.

23. 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 reasonable control, including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, other major environmental disturbances or unusually severe weather conditions (collectively, a "Force Majeure Event").

24. No Third Party Beneficiaries. This Agreement does not provide any person not a Party, assignee or successor to this Agreement and shall not be construed to provide any such third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege in excess of those existing without reference to this Agreement.

25. Notices. Notices given by one Party to the other Party under this Agreement shall be in writing to the addresses of the Parties set forth below and shall be (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested; or (iv) delivered by facsimile copy. Any such notice given under this Agreement shall be effective upon receipt of the Party.

MWW:
Midwest Wireless Wisconsin L.L.C.
Attn: Brian Fingerson
2000 Technology Drive
P.O. Box 4069
Mankato, MN 56001-2440
Telephone: (507) 385-2440
Facsimile: (507) 385-2200

Carrier:
Frontier Communications of Mondovi, Inc.
Attn: Manager of Interconnection
180 South Clinton
Rochester, NY 14646
Telephone: (585) 777-5645
Facsimile: (585) 424-1199

With a copy to:

Kevin Saville
Associate General Counsel
Citizens/Frontier Communications
2378 Wilshire Boulevard
Mound, MN 55364
Telephone: (952) 491-5564
Facsimile: (952) 491-5515

Any Party may specify a different address by notifying the other Party in writing of such different address in the manner provided in this Section.

26. Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin, except insofar as federal law may control any aspect of this Agreement, in which case, federal law shall control.

27. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior oral or written agreements, representations, statement, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

28. Amendments. This Agreement may not be modified or amended other than by a written instrument executed by both Parties. Any amendment, modification, or supplement to this Agreement shall be filed with the Commission and approved by the Commission as may be required by applicable law.

29. Counterparts. The undersigned signatories represent they have the authority to execute this Agreement on behalf of their respective companies. This Agreement can be executed in separate parts which together will constitute a single, integrated Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

MIDWEST WIRELESS WISCONSIN L.L.C.

By: _____

Title: V.P. - ENGINEERING & TECHNOLOGY

FRONTIER COMMUNICATIONS OF MONDOVI, INC.

By: _____

Title: Director Carrier Sales

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EXHIBIT A

Transportation and Termination	**Usage Rate (MOU)**
Local Traffic: End Office Switching and Average Transport	$0.0112
Non-Local Traffic:	Pursuant to Carrier's Interstate tariff