



October 25, 2005

Marquette-Adams Telephone Cooperative, Inc.
113 North Oxford Avenue
P.O. Box 45
Oxford, WI 53952
Attn: Mr. Bryan Amundson

Dear Mr. Amundson:

Airadigm Communications and its Affiliates (collectively, "AIRADIGM"), with its principal offices at 2301 Kelbe Drive P.O. Box 206, Little Chute, WI. 54140-0206, hereby requests approval of its adoption of the terms and conditions of the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between Marquette-Adams Telephone Cooperative, Inc. ("MATC") and Alltel Communications, Inc. ("ALLTEL") dated May 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-1052 on June 17, 2004 ("Agreement"). This letter shall confirm that AIRADIGM has a copy of the Agreement.

By AIRADIGM's countersignature on this letter, AIRADIGM hereby agrees to the following:

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

To AIRADIGM:

Maynard Bevers
Airadigm Communications
2301 Kelbe Drive
P.O. Box 206
Little Chute, WI 54140-0206

With copy to:

Airadigm Communications
2301 Kelbe Drive
P.O. Box 206
Little Chute, WI 54140-0206

3. AIRADIGM represents and warrants that it is a Wisconsin limited liability company 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. AIRADIGM's adoption of the ALLTEL Agreement shall become effective on May 1, 2004 upon MATC's filing of this letter with the Commission and shall terminate pursuant to the ALLTEL Agreement.
5. In Section 3.3 the OCN for AIRADIGM shall be changed to 7642.
6. The Parties agree to route traffic indirectly to each other in accordance with Section 4.4 of the Agreement, and in accordance with the following:
 - a. The first sentence of section 4.4.1 and section 4.4.4 shall be deleted.
 - b. AIRADIGM will route indirectly AIRADIGM originated Subject Traffic and third party originated roaming traffic for MATC termination through a third party tandem in the same LATA as the MATC End Office Switches.
 - c. Either Party may request to start negotiations to establish a Direct Type-2B Interconnection as provided in Section 4.3 of the ALLTEL Agreement if any one or more of the following occur; (i) AIRADIGM provisions an NPA-NXX in any Rate Center in the MATC Mandatory Local Calling Scope, (ii) the volume of traffic originated by AIRADIGM for termination by MATC exceeds 120,000 minutes of use per month for three (3) consecutive months, or (iii) AIRADIGM requests to port a MATC telephone number.
 - d. AIRADIGM may request the Reverse Toll Billing ("RTB") option as provided in Section 5.7, instead of requesting to negotiate a Direct Type-2B Interconnection. RTB will be implemented until AIRADIGM and MATC finalize direct Interconnection.
7. The following shall be added as Section 5.7:

5.7 Reverse Toll Billing. MATC agrees to treat all Subject Traffic originating in the MATC Mandatory Local Calling Scope terminating to AIRADIGM as a seven (7) digit call if technically feasible. MATC will bill AIRADIGM at a rate of \$.0250 per minute of use for such traffic. This rate represents the net rate per minute for originating long distance service due MATC, less the Reciprocal Compensation rate per minute due AIRADIGM for terminating the traffic. No additional compensation is due either Party for such traffic.

8. At the end of Section 14.2.1 add to the end of the last sentence "... except as provided in Appendix B."
9. In Section 15.10.1 the AIRADIGM 24 hour contact number shall be changed to 920-687-2111.
10. Appendix B. Section IV. The InterMTA Traffic Factors shall be changed as follows:

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

Mobile-to-Land Telecommunications Traffic	70.0%
Land-to-Mobile Telecommunications Traffic	30.0%
12. 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.
13. The following shall be added to Appendix B:

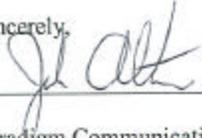
VI. Reciprocal Compensation-Net Billing

Each month during the term of this Agreement MATC will bill AIRADIGM the net amount of terminating compensation due to MATC 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 AIRADIGM to MATC, directly and indirectly, (rounded to the nearest whole minute) will be reduced by the number of land-to-mobile minutes of use delivered by MATC to AIRADIGM, and the resulting net minutes of use will be multiplied by the applicable rate to arrive at the net amount due MATC. Mobile-to-land minutes of use will be based on actual minutes of use delivered by AIRADIGM for termination by MATC as measured by MATC. Land-to-mobile minutes of use will be based on actual minutes of use originated by MATC for termination by AIRADIGM as measured by MATC. If MATC cannot measure the originating minutes of use terminated to AIRADIGM, land-to-mobile minutes of use shall be calculated by dividing the total number of Subject Traffic minutes of use delivered by AIRADIGM for termination by MATC by the mobile-to-land factor of 98% and multiplying the results by the land-to-mobile factor of 2%.

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 MATC'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 Maynard Bevers at Airadigm Communications, 2301 Kelbe Drive P.O. Box 206, Little Chute, WI. 54140-0206

Sincerely,

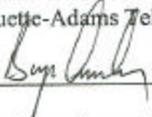


Airadigm Communications

Name: John Altamura

Title: Chief Financial Officer

AGREED and ACCEPTED this 31st day of October 2005.
Marquette-Adams Telephone Cooperative, Inc.

By: 

Name: Bryan Amundson
Title: General Manager