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Public Service Commission of Wisconsin
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December 29, 2005

Ms. Christy L. Zehner
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 Agreement for a Wireless System, under Sections 251 and 252 of the Communication Act of 1934, as Amended, between Lakefield Telephone Company and New-Cell, Inc. d/b/a Cellcom and its managed and owned subsidiaries and affiliates, dated December 16, 2005.

Dear Ms. Zehner:

On behalf of our client, Lakefield Telephone Company (Lakefield), we hereby request approval of the enclosed Interconnection Agreement for a Wireless System, under Sections 251 and 252 of the Communication Act of 1934, as Amended between Lakefield and New-Cell, Inc. d/b/a Cellcom and its managed and owned subsidiaries and affiliates (Cellcom). The parties have reached agreement on all issues and file via the Electronic Regulatory Filing System 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 Cellcom 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 1st Class U.S. Mail on:

Mike Watermolen, Network Development Manager
Cellcom
450 Security Blvd
Green Bay, WI 54313
(920) 617-7556

Sincerely,

KIESLING CONSULTING LLC

Scott Girard
Consultant

Enclosure
cc: Phil Nass, Lakefield (w/o enclosure)
Mike Watermolen, Cellcom (w/o enclosure)

Interconnection Agreement for a Wireless System
Under Sections 251 and 252 of the Communications Act of 1934, as Amended

This Interconnection Agreement ("Agreement") for a Commercial Mobile Radio Service (CMRS) under §§ 251 and 252 of the Communications Act of 1934, as Amended is effective as of the 1st day of January, 2006 (the "Effective Date"), by and between Lakefield Telephone Company ("Lakefield") with principal offices at 7520 English Lake Road, Newton, Wisconsin, 53063 and New-Cell, Inc. d/b/a Cellcom and its managed and owned subsidiaries and affiliates ("Cellcom"), with principal offices at 450 Security Blvd., Green Bay, WI 54313. Cellcom's managed and owned subsidiaries and affiliates are identified in Attachment II.

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

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

WHEREAS, Cellcom and Lakefield 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, Cellcom and Lakefield 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 Service" or "CMRS" means Commercial Mobile Radio Service as defined in 47 CFR § 20.3 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 provided both Parties have executed this Agreement. Approval by the Commission in accordance with Section 252 of the Act will thereafter be obtained.

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

1.11 "FCC" means the Federal Communications Commission.

1.12 "Interexchange Carrier" or "IXC" means a certified interexchange carrier that provides, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic. For purposes of this agreement, traffic exchanged directly between the two Parties through the Ameritech tandem shall not be considered traffic from an IXC.

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

1.14 "IntraLATA Toll Traffic" means IntraLATA calls that are subject to a toll charge to the end user in the land-to-mobile direction. IntraLATA Toll Traffic provided solely by Lakefield is subject to reciprocal compensation and is considered Telecommunications Traffic. Currently, Lakefield only provides local exchange service. IntraLATA Toll Traffic routed through an IXC is not considered Telecommunications Traffic.

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

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

1.17 "Local Calling Scope" for Lakefield is determined by the Public Service Commission of Wisconsin and currently includes the following exchanges: for Newton and Extended Area Service of Cleveland, Howards Grove, Manitowoc, and Newtonburg and Extended Community Calling of Collins, Kiel, St. Nazianz, Two Rivers, Valders, and Whitelaw, and for Newtonburg and Extended Area Service of Manitowoc, Newton, St. Nazianz, and Valders, and Extended Community Calling of Cleveland, Colllins, Mishicot, Reedsville, Two Rivers, and Whitelaw. The terms of this agreement do not affect the rates billed by either Party to their own customers.

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

1.19 "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.

1.20 "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).

1.21 "NXX" means the three-digit code that 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).

1.22 "Party" means either Cellcom or Lakefield, and "Parties" means Lakefield and Cellcom.

1.23 "POI" means that technically feasible point of demarcation where the exchange of Telecommunications Traffic between two carriers takes place.

1.24 "Reciprocal Compensation" means an arrangement between two carriers in which each of the two carriers receives 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 prices in accordance with Section 5.

1.25 "Telecommunications" is As Defined in the Act.

1.26 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated there under.

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

1.28 "Telecommunications Traffic" means, for the purpose of reciprocal compensation between a LEC and a CMRS provider, traffic that, at the beginning of the call, originates and terminates within the same Major Trading Area ("MTA"), as defined in 47 CFR § 24.202(a).

1.29 "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.

1.30 "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 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).

3.0 SCOPE OF AGREEMENT

This Agreement shall cover interconnection arrangements and reciprocal compensation for the exchange of Telecommunications Traffic between Lakefield's network and Cellcom's network in the state of Wisconsin.

4.0 SERVICE AGREEMENT

4.1 Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of Cellcom and Lakefield.

4.1.1 Description. Cellcom currently does not wish to have a direct facilities connection with Lakefield. Absent such a connection, traffic originating from Cellcom's CMRS network and terminating to Lakefield's network will be routed via Ameritech's tandem switch to a POI with Lakefield and then be routed to the Lakefield End Office. Traffic originating on the network of Lakefield to be terminated to Cellcom's network will be routed in accordance with the Telcordia Traffic Routing Administration instructions for Cellcom's applicable NPA/NXXs. Each Party shall be responsible for providing its own or leased transport Facilities to route calls to and from the POI. Neither Party will hold the other party liable for any transiting charges incurred for traffic it originates.

4.1.2 In the event that Cellcom desires to effect a direct facilities connection with Lakefield, 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.

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

5.0 RECIPROCAL COMPENSATION

5.1 Reciprocal Compensation. Cellcom shall compensate Lakefield for the Transport and Termination of Mobile-to-Land Telecommunications Traffic originated on Cellcom's network and terminated on Lakefield's network subject to the provisions of 5.2. Lakefield shall compensate Cellcom for the Transport and Termination of Land-to-Mobile Telecommunications Traffic originated on Lakefield's network and terminated on Cellcom's network subject to the provisions of 5.2.

5.1.1 Cellcom shall compensate Lakefield for the Transport and Termination by Lakefield of Telecommunications Traffic originated by Cellcom's customers on Cellcom's network and terminated to Lakefield's customers on Lakefield's network, as defined in Section 1.24 above. The rate for Reciprocal Compensation shall be $0.025 per minute.

5.1.2 Lakefield shall compensate Cellcom for the Transport and Termination of Telecommunications Traffic originated by Lakefield's customers on Lakefield's network and terminated to Cellcom's customers on Cellcom's network, as defined in Section 1.24 above. The rate for Reciprocal Compensation shall be $0.025 per minute.

5.1.3 The Parties agree that the exchange of traffic on Lakefield's extended area calling service (EAS) routes shall be considered Local Telecommunications Traffic and compensation for the Termination of such traffic shall be paid pursuant to the terms of this Agreement. An NXX assigned to Cellcom shall be included in any EAS optional calling scope, or similar program to the same extent as any other NXX in the same rate center. EAS routes are those exchanges within a telephone exchange's Local Calling Area, as defined in Lakefield's general subscriber tariff.

5.2 Traffic Not Subject to Reciprocal Compensation. Traffic that is not subject to Reciprocal Compensation under this Agreement shall continue to be charged at the appropriate relevant state and federal access tariffs. For the purpose of this Agreement, Reciprocal Compensation shall not apply to:

5.2.1 Paging Traffic

5.2.2 ISP Traffic. Traffic which originates on a Party's physical switch is transported and handed off to the other Party and then routed/delivered to an internet service provider (ISP) point of presence. The Parties agree that as of the date of this Agreement such traffic is non-existent or de minimis. If the situation changes, each Party agrees (i) to cooperate with the other Party and take any and all reasonable steps to identify all ISP traffic (e.g., Internet) that originated on its network that is routed to the other Party; and, (ii) to amend this Agreement to conform to the FCC's *Order on Remand and Report and Order, Implementation of the Local Competition Provisions in the Telecommunications Act of 1996* (CC Docket No. 96-98); *Intercarrier Compensation for ISP-Bound Traffic* (CC Docket No. 99-68, FCC 01-131 released April 27, 2001 to the extent that such ruling has become final and effective.

5.2.3 900 and 976 Calls.

5.2.4 Interexchange Carrier Traffic. Traffic that originates on Lakefield's network and terminates to a Cellcom NPA/NXX outside of Lakefield's Local Calling Scope, as defined in Section 1.17, and routes through an IXC.

5.2.5 Other Excluded Traffic. Traffic which does not qualify as Telecommunications Traffic, including, but not limited to interMTA traffic and interstate access "roaming" traffic.

6.0 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.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Not later than forty-five (45) days from the Effective Date, the Parties shall jointly cooperate to develop and finalize a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both Cellcom and Lakefield shall use commercially reasonable efforts to comply with the Implementation Schedule.

7.2 Each Party is individually responsible for providing facilities within its network which are necessary for routing, transporting, 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 provided for 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, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

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

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

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

7.6 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.

8.0 TERM AND TERMINATION

8.1 Subject to the provisions of Section 15 and Subsection 8.2, the initial term ("Initial Term") of this Agreement shall be for two (2) years which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least ninety (90) days prior to the expiration of the Initial Term or prior to any renewal term (as described below) ("Termination Period") or upon material breach of this Agreement to the effect that such Party intends to terminate this Agreement with or without cause, this Agreement shall automatically renew for an additional one (1) year term ("Renewal Term").

8.2 If, during the Termination Period a Party makes a written request ("Request") for interconnection, services or network elements pursuant to Sections 251 and 252 of the Act, the Initial Term or Renewal Term, as the case may be, of this Agreement shall be extended on the same economic terms and conditions, and service shall continue, until the Request has been resolved by voluntary agreement, mediation, or arbitration and a new agreement is approved by the Commission and is in effect.

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

(a) Each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;

(b) Each Party's indemnification and confidentiality shall survive termination or expiration of this Agreement for a period of two years.

9.0 PAYMENTS AND BILLING

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

9.1.1 Cellcom will compensate Lakefield for Telecommunications Traffic originated by Cellcom's customers and delivered to Lakefield for termination to its customers, as defined and at the rates identified in Section 5.0. Lakefield will compensate Cellcom for Telecommunications Traffic originated by Lakefield's customers and delivered to Cellcom for termination to its customers, as defined and at the rates identified in Section 5.0. Beginning with the Effective Date, each Party's are as identified in the LERG and are subject to change from time to time.

9.2. Both Parties shall prepare a monthly billing statement which will separately reflect the calculation of Reciprocal Compensation.

9.3 Parties will compensate each other for Telecommunications Traffic delivered to each other for termination on their respective networks based on verifiable records of actual usage or on the basis of Ameritech billing records. For terminating calls based on verifiable records of actual usage, usage begins when the terminating recording switch (i.e., the MSC or LEC tandem) receives answer supervision from the terminating end user. The measurement of terminating call usage ends when the MSC receives or sends a release message, whichever occurs first.

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

9.4.1 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.

9.4.2 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 but shall pay interest on an amount that it unsuccessfully disputes.

9.5 Upon a Party's 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 as defined in Section 9.3 above for the preceding 12 months issued by the other Party and to request copies thereof. The number of requests made under this Section by either Party shall not be more than once per twelve (12) month period.

10.0 CANCELLATION CHARGES

No cancellation charges shall apply.

11.0 INDEMNIFICATION

11.1 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:

11.1.1 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

11.1.2 Any claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and

11.1.3 Any claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or using the Indemnified Party's services or facilitates in connection with, facilities of the Indemnifying Party.

11.1.4 Any loss arising from such Indemnifying Party's failure to comply with applicable law, including the Act or applicable FCC or Commission rule.

11.2 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 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 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.

12.0 LIMITATION OF LIABILITY

12.1 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.

12.2 Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the Loss and resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it.

12.3 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 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 11 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. In no event, other than an obligation to make payments hereunder or to indemnify pursuant to Section 11, will either Party's liability to the other be greater than the prior six (6) months of payments made to the other Party under this Agreement from the date such claim is first made.

12.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement, other than the obligation to pay money as detailed in Section 9.2, 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").

12.4.1 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. Notwithstanding the preceding, no delay or other failure to perform shall be excused pursuant to this Section: (i) by the acts or omission of a Party's subcontractors, material, men, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g., disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

12.5 No action or demand for arbitration, regardless of form, arising out of the subject matter of this Agreement may be brought by either party more than two years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions provided under state or federal law unless such waiver is otherwise barred by law.

13.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

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.

14.0 REGULATORY APPROVAL

14.1 Commission Approval. The Parties understand and agree that this Agreement will be filed by Lakefield with the Commission and may thereafter be filed with the FCC. 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.

14.2 Regulatory Changes. If any final and non-appealable 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 non-appealable) 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 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.

14.3 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 there under by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any final 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 require 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 it 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 (14.3) and Section 15.0, neither Party waives any rights it might have under the Act and the rules and regulations promulgated there under by the FCC and/or the Commission.

15.0 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 15.0. 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 thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the

Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

16.0 MISCELLANEOUS

16.1 Authorization.

16.1.1 Lakefield 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.

16.1.2 Cellcom 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.

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

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

16.4 Confidentiality.

16.4.1 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 16.4.2 of this Agreement.

16.4.2 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.

16.4.3 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.

16.5 Governing Law. This Agreement shall be governed by the domestic laws of the State of Wisconsin without reference to conflict of law provisions and to applicable state and federal law.

16.6 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. Whenever possible, 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 timely provide said resale tax exemption certificate (beyond fourteen (14) days from the invoice) will result in no exemption being available to the purchasing Party.

16.7 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.

16.8 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.

16.9 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing 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 telecopy to the following addresses of the Parties:

To: Philip Nass
General Manager
Lakefield Telephone Company
7520 English Lake Road
Newton WI 53063

Fax: (920) 758-2997
Voice: (920) 758-2211

To: Mike Watermolen
Network Development Manager
Cellcom
450 Security Blvd
Green Bay WI 54313

Fax: (920) 617-7319
Voice: (920) 617-7556

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

16.10 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 other Party's prior written consent.

16.11 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.

16.12 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.

16.13 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.

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

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

16.16 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and 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 by a writing signed by an officer of each Party.

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

NEW-CELL, INC , D/B/A CELLCOM

By: James W. Lienau

Date: Dec 12, 2005

Printed: James Lienau

Title: V. P. Corporate Technical Services

LAKEFIELD TELEPHONE COMPANY

By: Philip Nass

Date: 12-16-05

Printed: Philip Nass

Title: General Manager

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ATTACHMENT I

NPA/NXXs

Lakefield's NPA/NXXs existing as of the effective date of this agreement:

Locality	NPA/NXX	CLLI
Newton	920/726	NWTNWIARSO
Newtonberg	920/758	NTBGWIADSO

Additional Lakefield NPA/NXXs added after this agreement is effective will be listed in the LERG, under Operating Company Number (OCN) "0896".

Cellcom's NPA/NXXs: existing as of the effective date of this agreement:

Locality	NPA/NXX	CLLI
Manitowoc	920/323, 973	GNBYWIEMCM2
Cleveland	920/646	GNBYWIEMCM2
Two Rivers	920/298	GNBYWIEMCM2
Kiel	920/762	GNBYWIEMCM2

Additional Cellcom NPA/NXXs added after this agreement is effective will be listed in the LERG, under Operating Company Number (OCN) of "6692", "9759", and "5564"

ATTACHMENT II

New-Cell, Inc.'s managed and owned subsidiaries and affiliates.

New-Cell, Inc.
Brown County MSA Cellular Limited Partnership
Wisconsin RSA #4 Limited Partnership
Wisconsin RSA #4 General Partner, Inc.
KDM Cell, Inc.
Wisconsin RSA #10 Limited Partnership
Nsighttel Wireless, LLC
Wausau Cellular Telephone Co Ltd Partnership
Wausau Cellular LLC