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January 3, 2007

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of ACNA-OCN Consolidation and Assignment to Dobson Cellular Systems, Inc. Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and American Cellular Corporation and Dobson Communications Corporation.

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and American Cellular Corporation and Dobson Communications Corporation hereby request approval, pursuant to 47 U.S.C. 252, ACNA-OCN Consolidation and Assignment to Dobson Cellular Systems, Inc. Amendment to the Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin, and American Cellular Corporation and Dobson Communications Corporation.

I have been authorized by American Cellular Corporation and Dobson Communications Corporation to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed Agreement.

American Cellular Corporation and Dobson Communications Corporation
Timothy J. Duffy
Sr. Vice President and CTO
14201 Wireless Way
Oklahoma City, OK 73134
P: 405-565-9500
F: 405-529-8555
Tim.duffy@dobson.net

Sincerely,

*/s/ Erik S. CaPaul*
Erik S. CaPaul

Enclosure

Proud Sponsor of the U.S. Olympic Team

# AMENDMENT TO
# CELLULAR-PCS INTERCONNECTION AGREEMENT
# BY AND BETWEEN
## American Cellular Corporation and Dobson Communications Corporation
## And
## Southwestern Bell Telephone Company; Illinois Bell Telephone Company, dba Ameritech Illinois; Michigan Bell Telephone Company, dba Ameritech Michigan; and Wisconsin Bell, Inc, dba Ameritech Wisconsin and the Ohio Bell Telephone Company, dba Ameritech Ohio

This Amendment to the Agreement between American Cellular Corporation and Dobson Communications Corporation and Southwestern Bell Telephone, L.P., d/b/a AT&T Kansas; Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri; Southwestern Bell Telephone, L. P., d/b/a AT&T Oklahoma[1]; Illinois Bell Telephone Company, d/b/a AT&T Illinois[2]; Michigan Bell Telephone Company, d/b/a AT&T Michigan[3]; and Wisconsin Bell, Inc., d/b/a AT&T Wisconsin[4]; ("the Agreement") is entered into this 11th day of December, 2006, by and between Southwestern Bell Telephone, L.P., d/b/a AT&T Kansas; Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri, Southwestern Bell Telephone, L.P., d/b/a AT&T Oklahoma; Illinois Bell Telephone Company, d/b/a AT&T Illinois; Michigan Bell Telephone Company, d/b/a AT&T Michigan and Wisconsin Bell, Inc., d/b/a AT&T Wisconsin (referred to individually and collectively as "AT&T"), and American Cellular Corporation and Dobson Communications Corporation ("Carrier") (collectively the "Parties").

WHEREAS the Parties wish to amend the Agreement to clarify that American Cellular Corporation and Dobson Communications Corporation will assign the Agreement to Dobson Cellular Systems, Inc., on behalf of itself and its Affiliate American Cellular Corporation; and,

WHEREAS Carrier wishes to identify the complete list of Access Carrier Name Abbreviations (ACNA) codes covered by the Agreement and to otherwise consolidate the ACNA's under which it operates;

WHEREAS the Parties agree to replace Section 29 "Intervening Law" of the Agreement with a revised Section 29 "Intervening Law"; and,

WHEREAS AT&T and Carrier will continue to be bound by all the terms and conditions of the Agreement, as amended;

NOW THEREFORE in consideration for the mutual covenants set forth herein and for other valuable and good consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and Carrier agree as follows:

1. The title of the agreement shall be amended to read as follows:

**CELLULAR PCS INTERCONNECTION AGREEMENT**
**by and between**
**Dobson Cellular Systems, Inc.**
**And**
**Southwestern Bell Telephone, L. P., d/b/a AT&T Kansas; Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri; Southwestern Bell Telephone, L. P., d/b/a AT&T Oklahoma; Illinois Bell Telephone Company, d/b/a**

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[1] On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership. Southwestern Bell Telephone, L.P. is now doing business in Kansas as "AT&T Kansas" and in Missouri as "AT&T Missouri" and in Oklahoma a s "AT&T Oklahoma".

[2] Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

[3] Michigan Bell Telephone Company (previously referred to as "Michigan Bell" or "SBC Michigan") now operates under the name "AT&T Michigan" pursuant to an assumed name filing with the State of Michigan.

[4] Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

AT&T Illinois; Michigan Bell Telephone Company, d/b/a AT&T Michigan; and Wisconsin Bell, Inc., d/b/a AT&T Wisconsin

2. The first paragraph of the Agreement is amended to read as follows:

> "This Agreement is by and between Southwestern Bell Telephone, L. P., d/b/a AT&T Kansas; Southwestern Bell Telephone, L. P., d/b/a AT&T Missouri; Southwestern Bell Telephone, L. P. , d/b/a AT&T Oklahoma; Illinois Bell Telephone Company, d/b/a AT&T Illinois; Michigan Bell Telephone Company, d/b/a AT&T Michigan; and the Wisconsin Bell, Inc., d/b/a AT&T Wisconsin (collectively "AT&T") and Dobson Cellular Systems, Inc. individually and as market manager for its Affiliate(s) in the states listed in Appendix (States)(Wireless) ("Carrier") for interconnection between AT&T and Carrier under Sections 251 and 252 of the Act."

3. American Cellular Corporation and Dobson Communications Corporation will assign the Agreement to Dobson Cellular Systems, Inc. pursuant to the Assignment attached hereto as Exhibit A.

4. The Appendix to this Agreement entitled "Appendix State(s) (Wireless)" is amended to correctly identify the Affiliates operating under the provisions of the Agreement. Specifically, paragraph two of this Appendix should now read as follows:

2. Dobson Cellular Systems, Inc. Affiliates covered by this Agreement are as follows:

American Cellular Corporation

5. Pursuant to Section 16.4 of the Agreement, the complete list of Access Carrier Name Abbreviations (ACNA) codes used by Carrier and otherwise governed by the Agreement and amended as set forth below. In all other respects, Section 16.4 remains the same:

| ACNA | STATE(S) |
|---|---|
| DNC (OCN is 6677) | KS, MI, MO, OK |
| MWB (OCN is 4116) | IL,MI, OK,WI |

The ACNAs being consolidated into the DNC and MWB ACNAs above are as follows:

MI: BTE will consolidate to MWB
MI: LHR and OAK will consolidate to DNC
IL: AON will consolidate to MWB
WI: HWC and WCX will consolidate to MWB

6. The Parties will cooperate with one another, and take all actions necessary, to change the billing account(s) so that AT&T can correctly bill Dobson Cellular Systems, Inc. for services previously provided to American Cellular Corporation and Dobson Communications Corporation under this Agreement, as amended. This Amendment does not obligate either Party to any other changes other than those expressly provided for under this Amendment.

7. Pursuant to Section 5.6 for the states of Missouri, Oklahoma and Kansas and Section 6.6 for the states of Illinois, Michigan and Wisconsin of the Pricing Appendix in the Agreement, charges for ACNA, Billing Account Number (BAN) and Circuit Identification Change Charges, and Supercedure charges, among others otherwise identified in the Agreement, are governed by AT&T's applicable Access Service tariff.

8. Once this Amendment is effective, Dobson Cellular Systems, Inc. shall operate with AT&T under the Dobson Cellular Systems, Inc. name for its accounts. Such operation shall include, by way of example only, submitting orders under Dobson Cellular Systems, Inc. and labeling (including re-labeling) equipment and facilities with Dobson Cellular Systems, Inc.

9. Sections 29 "Intervening Law" of the Agreement will be replaced with the following text:

> This Agreement and related Amendments are the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any

orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s), including, without limitation, its intervening law rights relating to the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC, et. al*, 535 U.S. 467 (2002); *USTA, et. al* v. FCC, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order, CC Docket Nos. 01-338, 96-98 and 98-147 (FCC 03-36) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004), and the FCC's Biennial Review Proceeding; the FCC's Order on Remand (FCC 04-290), WC Docket No. 04-313 and CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRO Remand Order"); the FCC's Report and Order and Notice of Proposed Rulemaking (FCC 05-150), CC Docket Nos. 02-33, 01-337, 95-20, 98-10 and WC Docket Nos. 04-242 and 05-271 (rel. Sept. 23, 2005) ("Title I Order"); the FCC's Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002), and as to the FCC's Notice of Proposed Rulemaking as to Intercarrier Compensation, CC Docket 01-92 (Order No. 01-132) (rel. April 27, 2001) (collectively "Government Actions"). Notwithstanding anything to the contrary in this Agreement (including any amendments to this Agreement), AT&T has no obligation to provide unbundled network elements (UNEs) to Carrier and shall have no obligation to provide UNEs beyond those that may be required by the Act, if any, including the lawful and effective FCC rules and associated FCC and judicial orders. "The Parties acknowledge and agree that AT&T has exercised its option to adopt the FCC ISP terminating compensation plan ("FCC Plan") in Illinois, Kansas, Michigan, Missouri, Oklahoma and Wisconsin and as of the date of that election by AT&T, the FCC Plan shall apply to this Agreement, as more specifically provided for herein." If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, specifically including but not limited to those arising with respect to the Government Actions, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party ("Written Notice"). With respect to any Written Notices hereunder, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process provided for in this Agreement.

10. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

11. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

12. This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission, the Kansas Corporation Commission, the Michigan Public Service Commission, the Missouri Public Service Commission, the Oklahoma Corporation Commission and the Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in quadruplicate by AT&T, signing by and through its duly authorized representative, and CARRIER, signing by and through its duly authorized representative.

**American Cellular Corporation**

By: Timothy J. Duffy

Printed: Timothy J. Duffy

Title: Sr. Vice President and CTO

Date: 10/31/2006

**Illinois Bell Telephone Company d/b/a AT&T Illinois; Michigan Bell Telephone Company d/b/a AT&T Michigan; Southwestern Bell Telephone, L.P. d/b/a AT&T Kansas, AT&T Missouri, AT&T Oklahoma; and Wisconsin Bell, Inc. d/b/a AT&T Wisconsin by AT&T Operations, Inc., its authorized agent**

By: Rebecca L Sparks

Printed: Rebecca L. Sparks

Title: Executive Director-Regulatory

Date: 12-11-06

**Dobson Communications Corporation**

By: Timothy J. Duffy

Printed: Timothy J. Duffy

Title: Sr. Vice President and CTO

Date: 10/31/2006

## Exhibit A

## Assignment of

## CELLULAR PCS INTERCONNECTION AGREEMENT
## by and between
## American Cellular Corporation and Dobson Communications Corporation
## And
## Southwestern Bell Telephone, L. P., d/b/a AT&T Kansas; Southwestern Bell Telephone, L. P., d/b/a AT&T Missouri; Southwestern Bell Telephone, L. P., d/b/a AT&T Oklahoma; Illinois Bell Telephone Company, d/b/a AT&T Illinois; Michigan Bell Telephone Company, d/b/a AT&T Michigan; and Wisconsin Bell, Inc., d/b/a AT&T Wisconsin

Pursuant to Section 14.1 of the Cellular/PCS Interconnection Agreement by and between American Cellular Corporation and Dobson Communications Corporation and Southwestern Bell Telephone, L. P., d/b/a AT&T Kansas; Southwestern Bell Telephone, L. P., d/b/a AT&T Missouri; Southwestern Bell Telephone L. P., d/b/a AT&T Oklahoma; Illinois Bell Telephone Company, d/b/a AT&T Illinois; Michigan Bell Telephone Company, d/b/a AT&T Michigan; and Wisconsin Bell, Inc., d/b/a AT&T Wisconsin (the Agreement), American Cellular Corporation and Dobson Communications Corporation agree to assign the Agreement, and all of its attendant terms, conditions, rights, remedies and obligations to Dobson Cellular Systems, Inc. and Southwestern Bell Telephone, L. P., d/b/a AT&T Kansas; Southwestern Bell Telephone, L. P., d/b/a AT&T Missouri; Southwestern Bell Telephone L. P., d/b/a AT&T Oklahoma; Illinois Bell Telephone Company, d/b/a AT&T Illinois; Michigan Bell Telephone Company, d/b/a AT&T Michigan; and Wisconsin Bell, Inc., d/b/a AT&T Wisconsin consents to such assignment.

Except as modified herein, all other terms and conditions of the Agreement as amended, shall remain unchanged and in full force and effect.

On behalf of American Cellular Corporation, the co-assignee, I agree to the assignment of this Agreement from American Cellular Corporation to Dobson Cellular Systems, Inc.

**American Cellular Corporation**

**Signature:** _____

**Name: Timothy J. Duffy**

**Title: Sr. Vice President and CTO**

**Date:** 10/31/2006

On behalf of Dobson Communications Corporation, the co-assignee, I agree to the assignment of this Agreement from Dobson Communications Corporation to Dobson Cellular Systems, Inc.

**Dobson Communications Corporation**

**Signature:** _____

**Name: Timothy J. Duffy**

**Title: Sr. Vice President and CTO**

**Date:** 10/31/2006

On behalf of Dobson Cellular Systems, Inc., the co-assignor, I accept and otherwise agree to the assignment of this Agreement as set forth above.

**Dobson Cellular Systems, Inc.**

**Signature:** _____

**Name: Timothy J. Duffy**

**Title: Sr. Vice President & CTO**

**Date:** 10/31/2006

On behalf of Southwestern Bell Telephone, L. P., d/b/a AT&T Kansas; Southwestern Bell Telephone, L. P., d/b/a AT&T Missouri; Southwestern Bell Telephone L. P., d/b/a AT&T Oklahoma; Illinois Bell Telephone Company, d/b/a AT&T Illinois; Michigan Bell Telephone Company, d/b/a AT&T Michigan; and Wisconsin Bell, Inc., d/b/a AT&T Wisconsin consents to the assignment of this Agreement as set forth above.

**Southwestern Bell Telephone, L.P., d/b/a AT&T Kansas, Southwestern Bell Telephone, L.P., d/b/a AT&T Missouri, Southwestern Bell Telephone, L.P., d/b/a AT&T Oklahoma , Illinois Bell Telephone Company, d/b/a AT&T Illinois; Michigan Bell Telephone Company, d/b/a AT&T Michigan; and Wisconsin Bell, Inc., d/b/a AT&T Wisconsin**

**By AT&T Operations, Inc., its authorized agent**

**Signature:** _____

**Name:** Rebecca L. Sparks

**Title: Executive Director Regulatory**

**Date:** 12-11-06