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July 23, 2004

Public Service Commission of Wisconsin
 Lynda L. Dorr, Secretary
 610 North Whitney Way
 P.O. Box 7854
 Madison, Wisconsin 53707-7854

**RE: Application for Approval of an Interconnection Agreement between
 Chibardun Telephone Cooperative and CTC Telcom, Inc and
 American Cellular Corporation dated June 1, 2004**

Dear Ms. Dorr:

On behalf of our clients, Chibardun Telephone Cooperative ("Chibardun") and CTC Telcom, Inc. ("CTC"), we hereby request approval of the enclosed Interconnection Agreement between Chibardun, CTC and ACC. The parties have reached agreement on all issues and file via the Electronic Regulatory Filing System a copy of their negotiated interconnection agreement for the review and approval of the Public Service Commission of Wisconsin ("Commission") pursuant to 47 U.S.C. §252(e).

We have been authorized by ACC to submit the agreement for Commission approval.

A copy of this filing has been served by electronic mail on David Wilson, counsel for ACC.

Sincerely,

WELD, RILEY, PRENN & RICCI, S.C.

William H. Thedinga

Weld, Riley,
 Prenn & Ricci, S.C.

A Wisconsin Limited
 Liability Entity

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WHT/kmh
 Enclosure

cc: Attorney David Wilson, Wilson & Bloomfield, LLP (w/enc.)
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 Rick Vergin, CEO – Chibardun and CTC (w/o enc.)
 Dennis Klaila, WPSC (w/o enc.)

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*Also licensed to practice
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INTERCONNECTION AGREEMENT

Introduction

Pursuant to this Interconnection Agreement, Chibardun Telephone Cooperative, Inc. ("CHIBARDUN") and CTC Telcom, Inc ("CTC") (Chibardun and CTC are collectively termed "Chibardun" in this Agreement) and American Cellular Corporation ("American Cellular") will extend certain network arrangements to one another as specified below.

Recitals

WHEREAS, AMERICAN CELLULAR is a Commercial Mobile Radio Services ("CMRS") provider licensed by the Federal Communications Commission (FCC) to provide CMRS; and

WHEREAS, CHIBARDUN and CTC are Local Exchange Carriers ("LEC") providing telecommunications services in the State of Wisconsin; and

WHEREAS, the Parties desire to interconnect their respective CMRS and LEC network facilities for the purpose of delivery of specific traffic to the other Party's network; and

WHEREAS, the Parties previously entered into an Interim Agreement dated September 15, 2003 and interconnected their networks pursuant to the Interim Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth their respective obligations and the terms and conditions under which they will continue to interconnect their networks and provide services as set forth herein.

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, CHIBARDUN and AMERICAN CELLULAR hereby enter into this Agreement which shall be effective (subject to approval by the Wisconsin Public Service Commission) as of June 1, 2004 ("Effective Date").

1.0 Definitions

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" is as defined in the Act.

1.3 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

"End Office Switches" which are used to terminate lines from individual stations for the purpose of interconnection to each other and to trunks; and

"Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches, an End Office Switch and another Tandem Office Switch, or two Tandem Office Switches.

A Central Office Switch may be employed as a combination End Office/Tandem Office Switch.

1.4 "Commercial Mobile Radio Service" or "CMRS" means Commercial Mobile Radio Service as defined in Part 20 of the FCC's Rules.

1.5 "Commission" means the Wisconsin Public Service Commission.

1.6 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis, and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System Seven ("SS7").

1.7 "DS1" is a digital signal rate of 1.544 Mbps (mega bits per second).

1.8 "DS3" is a digital signal rate of 44.736 Mbps.

1.9 "FCC" means the Federal Communications Commission.

1.10 "Information Service" is as defined in the Act.

1.11 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider, that provides information services.

1.12 "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP.

1.13 "Interconnection" for purposes of this Agreement is the linking of the AMERICAN CELLULAR and CHIBARDUN networks for the delivery of traffic.

1.14 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.15 "Interconnection Point" or "IP" is a mutually agreed upon point of demarcation between networks where the delivery of traffic from one Party to the other Party takes place.

1.16 "Inter-MTA Traffic" is: (a) traffic originated by a CMRS end user of AMERICAN CELLULAR in one MTA and terminated to an end user of CHIBARDUN in another MTA; and (b) traffic originated by an end user of CHIBARDUN in one MTA and terminated to an end user of AMERICAN CELLULAR in another MTA.

1.17 "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.18 "Major Trading Area" or "MTA" means Major Trading Area as defined in Section 24.202(a) of the FCC's rules.

1.19 "Mobile Switching Centers" ("MSCs") is a switching facility used by a CMRS carrier in performing originating and terminating functions for calls to an from end users of a CMRS carrier.

1.20 "Multifrequency" means a signaling system for use between switching systems which uses a method of sending pulses over a circuit by using one pair of tones from a total set

of five tones to encode each digit.

1.21 "NXX" means a three-digit code valid within an area code which appears as the first three digits of a seven-digit telephone number with the exception of the special 500, 600, 700, 800 and 900 codes and other similar special codes which may come into common usage in the future.

1.22 "Party" means either CHIBARDUN or AMERICAN CELLULAR, and "Parties" means CHIBARDUN and AMERICAN CELLULAR.

1.23 "Rate Center" means the specific geographic point ("Vertical and Horizontal " or "V & H" coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a telecommunications carrier for its provision of telecommunications services. The "rate center point" is the finite geographic point identified by a specific V & H coordinate which is used to measure distance-sensitive charges for end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

1.24 "Subject Traffic" is telecommunications traffic that is subject to Section 251(b)(5) of the Act. With respect to network interconnection between American Cellular and Chibardun, Subject Traffic is defined as traffic which is originated by an end user of one Party and terminates to an end user of the other Party within the same Major Trading Area ("MTA"), provided that the end user of AMERICAN CELLULAR is a two-way CMRS customer. Subject Traffic is defined under this Agreement only for the purpose of defining the scope of traffic that is subject to compensation pursuant to 47 C.F.R. § 51.701(e) of the FCC's rules. The definition and use of the term Subject Traffic for purposes of this Agreement has no effect on the definition of local traffic or the geographic area associated with local calling under either Party's respective end user service offerings.

1.25 "Telecommunications" is as defined in the Act.

1.26 "Telecommunications Carrier" is as defined in the Act.

1.27 "Termination" is, with respect to Subject Traffic, the switching of such traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.28 "Transport" is, with respect to Subject Traffic, the transmission and any necessary tandem switching of such telecommunications traffic from the Interconnection Point 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

2.1 All references to Sections, Exhibits, Appendices and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices 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.

2.2 The Parties acknowledge that some of the services, facilities or arrangements described herein reference the terms of federal or state tariffs of the Parties. Each Party

hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. If any provision contained in this main body of the Agreement and/or any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. This Agreement supersedes any prior agreements between the Parties.

3.0 Scope

3.1 This Agreement sets forth the terms, conditions and prices under which the Parties agree to interconnect the CMRS network of AMERICAN CELLULAR and the LEC network of CHIBARDUN for the purposes of delivering certain traffic within the scope of this Agreement specifically including but not limited to:

3.1.1 Mobile-to-land Subject Traffic of AMERICAN CELLULAR that is: (a) originated on the CMRS network of AMERICAN CELLULAR; (b) delivered to the CHIBARDUN network over the connecting facilities pursuant to this Agreement; and (c) terminated on the incumbent LEC network of CHIBARDUN;

3.1.2 Land-to-mobile Subject Traffic of CHIBARDUN that is: (a) originated on the LEC network of CHIBARDUN; (b) delivered to AMERICAN CELLULAR over the connecting facilities pursuant to this Agreement; and (c) terminated on the CMRS network of AMERICAN CELLULAR;

3.1.3 Inter-MTA land-to-mobile traffic that is: (a) originated by CHIBARDUN on the network of CHIBARDUN; (b) transported to AMERICAN CELLULAR over the connecting facilities pursuant to this Agreement; and (c) terminated by AMERICAN CELLULAR on the CMRS network of AMERICAN CELLULAR. Chibardun may, at its sole option, send any such inter-MTA traffic to an IXC.

3.1.4 Inter-MTA mobile to land traffic that is: (a) originated by AMERICAN CELLULAR on the network of AMERICAN CELLULAR; (b) transported by AMERICAN CELLULAR over connecting facilities pursuant to this Agreement; and (c) terminated on the incumbent LEC network of CHIBARDUN;

3.2 Intentionally left blank

3.3 Intentionally left blank

3.4 Intentionally left blank

3.5 This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement has no effect on the definition of end user services that either Party offers to its end user customers, the services either Party chooses to offer to its respective end user customers, the rate levels or rate structures that either Party charges its end users for services, or the manner in which either Party provisions or routes the services either Party provides to its respective end user customers.

3.6 Compensation for the Transport and Termination of Subject Traffic applies only to traffic associated with the provision of telecommunications services by CHIBARDUN and to traffic associated with the provision of two-way CMRS by AMERICAN CELLULAR. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the

provision of the intermediary functions. AMERICAN CELLULAR agrees not to utilize the network of an intermediary carrier for the delivery to, and termination of Subject Traffic on Chibardun's network.

3.7. Connecting facilities established pursuant to this Agreement shall not be used by either Party to deliver any traffic not specifically allowed under this Agreement in this Section 3.0. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section 3.0.

4.0 Service Agreement

4.1 Methods of Interconnection.

As currently provided by their Interim Service Agreement, the Parties will continue to interconnect their respective networks by means of dedicated Type 2A facilities linking the AMERICAN CELLULAR MSC in Wausau, Wisconsin to the Chibardun Tandem Office Switch in Dallas, Wisconsin. Such facilities shall be ordered by ACC from Chibardun and, if Chibardun is unable to provision the facilities over their entire distance, from a third party. The Type 2A facility shall afford AMERICAN CELLULAR access to all end offices subtending the Dallas tandem and shall afford CHIBARDUN access to all AMERICAN CELLULAR end users served by the Wausau MSC. Where traffic volumes justify such a step, AMERICAN CELLULAR may also establish a Type 2B, or trunk side connection to a specific CHIBARDUN end office for purposes of exchanging traffic originated by or addressed to end users served by such end office.

4.2 Service Arrangement.

Under the arrangement, an interconnection facility acts like an interoffice trunk.

4.2.1 For traffic terminating on the network of CHIBARDUN, the interconnection may be used by AMERICAN CELLULAR to access valid NXX codes associated with CHIBARDUN or other end offices that subtend the specific tandem office to which the interconnection is made. In the event that Chibardun establishes end offices in the state of Wisconsin that do not subtend the Dallas Tandem Office, AMERICAN CELLULAR may establish an additional Type 2A facility to the new Chibardun Tandem Office on the same terms as described above for the direct connection to the existing Chibardun Tandem Office in Dallas, Wisconsin. Alternatively, if the new end office is subtended by a third party tandem, AMERICAN CELLULAR may route calls to such tandem, except that in the latter case termination compensation to Chibardun will be reduced by the amount of any transit charge payable to the third party.

4.2.3 Dialing Parity

CHIBARDUN agrees that it will recognize the rate centers assigned by AMERICAN CELLULAR to its own NXXs and that calls by CHIBARDUN customers to such NXXs will be rated and otherwise treated no less favorably than calls by CHIBARDUN customers to other NXXs in the same rate centers. AMERICAN CELLULAR agrees that except as provided herein and by applicable law, the designation of rate center V&H coordinates by AMERICAN CELLULAR for NPA-NXX numbers assigned to AMERICAN CELLULAR's mobile CMRS customers does not affect or determine the services offered by CHIBARDUN or AMERICAN CELLULAR, the services provided to end users by either Party, the rate structure applied to services provided to end users by either Party, or the rates charged to end users by either Party

for the services either Party provides.

4.3 Signaling The Parties will provide Common Channel Signaling (CCS) to one another via Signalling System 7 (SS7) network Interconnection, in accordance with prevailing industry standards. Use of a third party provider of SS7 trunks is permitted. All SS7 signalling parameters will be provided in conjunction with traffic exchange Trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, such as Carrier Information Parameter (CIP), and Home Locations Record (HLR), whenever such information is needed for call routing, recording, or billing.

5.0 Compensation Arrangements

5.1 Rate Structure (Subject Traffic)

Subject to the provisions of this Agreement, each Party shall pay the other Party for the Transport and Termination of Subject Traffic that either Party delivers to the other Party's network pursuant to the provisions of this Agreement, at symmetrical rates described in Appendix B. The Parties agree that Chibardun will not provide any compensation to AMERICAN CELLULAR for traffic associated with one-way paging services provided on frequencies other than the two way cellular and PCS spectrum currently licensed to AMERICAN CELLULAR.

5.2 Rate Structure (Facilities). Pursuant to Section 4.1 above, AMERICAN CELLULAR has established Type 2A facilities and may establish Type 2B facilities linking its MSC with Chibardun switching facilities. Where such facilities are entirely within Chibardun's service area, the recurring and non-recurring costs thereof will be divided in the following manner between Chibardun and ACC: (1) during the first year following the Effective Date 70% of such costs will be allocated to ACC and 30% to Chibardun, (2) thereafter 64% of such costs will be allocated to ACC 36% to Chibardun. Where interconnection facilities cross the outer boundary of Chibardun's service area, all costs between Chibardun's switching facility and such boundary shall be borne by Chibardun, while all costs between such boundary and the ACC MSC will be borne by ACC.

5.4 Rate Structure (Inter-MTA Traffic). The specific compensation arrangements set forth in this Agreement for Subject Traffic are not applicable to Inter-MTA Traffic described in Sections 3.1.3 and 3.1.4. AMERICAN CELLULAR will provide compensation to CHIBARDUN for all Inter-MTA Traffic originated and terminated on the network of CHIBARDUN according to the terms and conditions of CHIBARDUN's applicable federal and state access tariffs that apply to access usage.

5.4.1 Because CHIBARDUN cannot determine the location of AMERICAN CELLULAR's mobile end users at the time a call is made and consequently whether traffic originated on the network of CHIBARDUN is Intra-MTA or Inter-MTA, CHIBARDUN and AMERICAN CELLULAR will exchange Subject Traffic and Inter-MTA traffic over the same trunk group facilities used for traffic described in Section 4 above. For this combined traffic, AMERICAN CELLULAR and CHIBARDUN have agreed to mutually acceptable percent billing factors for the relative amounts of Inter-MTA Traffic and Subject Traffic, as specified on Appendix A hereto .

5.4.2 The Parties recognize the Inter-MTA Traffic (defined in Sections 3.1.3 and 3.1.4) may be both Interstate and Intrastate in nature. For the Inter-MTA, mobile to land Traffic, the Parties have agreed to mutually acceptable percent Interstate and Intrastate factors. The

percentages are specified in Appendix A. The relative Interstate and Intrastate percentages will be applied for the duration of this Agreement. Interstate access charges will apply to the percentage of Inter-MTA, mobile-to-land Traffic that is interstate in nature; intrastate access charges will apply to the percentage of Inter-MTA Traffic that is intrastate in nature.

5.4.3 The designation of traffic as either Subject Traffic (for which Transport and Termination charges apply) or Inter-MTA Traffic (for which access charges apply) shall be based on the actual originating and terminating points of the complete end-to-end call; provided, however, that for AMERICAN CELLULAR the location of the cell site serving the CMRS end user when the call begins shall be used as the determinant of the geographic location of the mobile customer.

6.0 Notice of Changes

If a Party makes a change in its network which it believes will materially affect the interoperability 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. In the event that the provision of ninety (90) days notice is not possible, the Party making the change shall provide notification within ten (10) business days after the determination to make the network change.

7.0 General Responsibilities of the Parties

7.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring and billing traffic from the other Party's network and for delivery of such traffic it receives in that mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. Such facility shall be designed based upon the description provided under Section 4.0 above.

7.2 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents the other Party from maintaining the normal quality of its service to other carriers or to its customers. Subject to giving at last thirty days' advance written notice and a reasonable opportunity to the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.3 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the services, facilities or equipment of the other Party shall not interfere with or impair service over any facilities of the other Party, its affiliated companies or its connecting and concurring carriers involved in its services; or cause damage to the other Party's plant, impair the privacy of any communications carried over the facilities or create hazards to the employees of the other Party, its affiliated companies or its connecting and concurring carriers or the public.

7.4 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstances. In such case of temporary discontinuance, either Party will promptly notify the other Party and provide the other Party with the opportunity to correct the condition which gave rise to the temporary discontinuance

7.5 Each Party is solely responsible for the services it provides to its customers and

to other telecommunications carriers.

7.6 Each Party is responsible for obtaining and administering NXX codes assigned to it for use with its end users.

7.7 At all times during the term of this Agreement, each Party shall keep and maintain in force at its own expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage of bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

7.8 The physical connection of facilities, delivery of traffic and/or termination of traffic may be temporarily discontinued by either Party upon thirty (30) days' written notice to the other Party for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement.

8.0 Effective Date, Term and Termination

8.1 This Agreement shall become effective as of June 1, 2004, subject to approval by the Wisconsin Public Service Commission.

8.2 The initial term of this Agreement shall be two (2) years from the Effective Date. This Agreement shall continue in force and effect thereafter on a month-to-month basis until (i) replaced by another Agreement mutually agreed to in writing by both Parties; or (ii) until terminated by either Party upon sixty (60) days written notice to the other Party.

8.2.1 Post-Termination Arrangements. For service arrangements made available under this Agreement and existing at the time of termination, those arrangements will continue without interruption until a replacement agreement has been executed by the Parties either (a) under a new agreement voluntarily executed by the Parties; (b) under a new agreement negotiated pursuant to the provisions of the Act; or c) under any agreement available according to the provisions of Section 252(i) of the Act, but in no case (except where there is an order by a court or commission with jurisdiction over the matter) will the existing service arrangements continue for longer than 12 months following the date on which notice of termination is provided by either Party to the other.

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

- (a) each Party shall comply immediately with its obligations set forth above;
- (b) each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
- (c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.4 The arrangements pursuant to this Agreement including the provision of services or facilities shall immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide services. For CHIBARDUN, authority involves the provision of local exchange carrier services. For AMERICAN CELLULAR, authority involves the provision of CMRS services under license from the FCC.

8.5 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 that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

(b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms and conditions of this Agreement.

(c) Default as may be defined elsewhere in this Agreement.

8.6 Trueup: ACC agrees to pay Chibardun the sum of \$65,000 on the Effective Date. This payment, together with the mutual promises of the Parties herein shall constitute full consideration for any claims either Party may have against the other on account of traffic exchanged between them prior to the Effective Date.

9.0 Cancellation Charges

Except as provided herein, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

10.0 Indemnification

10.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorney's fees (collectively, a "Loss"), (a) whether suffered, made, instituted or asserted by any other party or person, relating to personal injury to or death of any person, defamation or for loss, damage to or destruction of real and/or personal property, whether or not owned by others, arising during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this such Section 6.0 shall affect or limit any claims, remedies or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s) regulations or laws for the indemnified Party's provision of said services.

10.2 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken by a third party against the indemnified Party for which indemnity may be claimed.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel. The indemnified Party may engage separate legal counsel at its sole cost and expense.

(c) In no event shall the either Party settle or consent to any judgment pertaining to any such action without the prior written consent of the other Party, which consent shall not unreasonably withheld.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs or customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

11.0 Limitation of Liability

11.1 EXCEPT IN THE INSTANCE OF HARM RESULTING FROM AN INTENTIONAL OR GROSSLY NEGLIGENT ACTION OF ONE PARTY, THE PARTIES AGREE TO LIMIT LIABILITY IN ACCORDANCE WITH THIS SECTION 11. THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR DAMAGES ARISING OUT OF FAILURE TO COMPLY WITH A DIRECTION TO INSTALL, RESTORE OR TERMINATE FACILITIES; OR OUT OF FAILURES, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS OCCURRING IN THE COURSE OF FURNISHING ANY SERVICES, ARRANGEMENTS OR FACILITIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH THE TERMS OF THE APPLICABLE TARIFF(S) OF THE PROVIDING PARTY. IN THE EVENT NO TARIFF(S) APPLY, THE PROVIDING PARTY'S LIABILITY SHALL NOT EXCEED AN AMOUNT EQUAL TO THE PRO RATA MONTHLY CHARGE FOR THE PERIOD IN WHICH SUCH FAILURES, MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS OCCUR. RECOVERY OF SAID AMOUNT SHALL BE THE INJURED PARTY'S SOLE AND EXCLUSIVE REMEDY AGAINST THE PROVIDING PARTY FOR SUCH FAILURES, MISTAKES, OMISSIONS INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS.

11.2 NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES OFFERED UNDER THIS AGREEMENT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES, INCLUDING (WITHOUT LIMITATION) DAMAGES FOR LOST PROFITS (COLLECTIVELY, "CONSEQUENTIAL DAMAGES"), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, THAT THE FOREGOING SHALL NOT LIMIT A PARTY'S OBLIGATION UNDER SECTION 10.

11.3 THE PARTIES AGREE THAT NEITHER PARTY SHALL BE LIABLE TO THE CUSTOMERS OF THE OTHER PARTY IN CONNECTION WITH ITS PROVISION OF SERVICES TO THE OTHER PARTY UNDER THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO CREATE A THIRD PARTY BENEFICIARY RELATIONSHIP BETWEEN THE PARTY PROVIDING THE SERVICE AND THE CUSTOMERS OF THE PARTY PURCHASING THE SERVICE. IN THE EVENT OF A DISPUTE INVOLVING BOTH PARTIES WITH A CUSTOMER OF ONE PARTY, BOTH PARTIES SHALL ASSERT THE APPLICABILITY OF ANY LIMITATION ON LIABILITY TO CUSTOMERS THAT MAY BE CONTAINED IN EITHER PARTY'S APPLICABLE TARIFF(S) OR CUSTOMER CONTRACTS.

12.0 Compliance with Laws and Regulations

12.1 Each Party shall comply with all federal, state and local statutes, regulations, rules, ordinances, judicial decisions and administrative rulings applicable to its performances under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits or otherwise materially affects its ability to perform its obligations hereunder.

12.2 The Parties understand and agree that this Agreement will be filed by Chibardun with the Public Service Commission of the State of Wisconsin. The Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement, both Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the Agreement. The Interim Service Agreement previously entered into by the Parties shall continue in effect pending the conclusions of such negotiations. Furthermore, this Agreement is subject to change, modification or cancellation as may be required by a regulatory authority or

court in the exercise of its lawful jurisdiction. Notwithstanding these mutual commitments, the Parties nevertheless enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

13.0 Disclaimer of Representation and Warranties

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

14.0 Miscellaneous

14.1 Authorization

14.1.1 CHIBARDUN and CTC are corporations duly organized, validly existing and in good standing under the laws of the State of Wisconsin and have full power and authority to execute and deliver this Agreement and to perform their obligations hereunder, subject to necessary regulatory approval.

14.1.2 AMERICAN CELLULAR is a duly organized corporation, validly existing and in good standing under the laws of the State of Delaware] and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.2 Disclaimer of Agency; No Third Party Beneficiaries, Independent Contractor

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. 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 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.

14.3 Force Majeure. Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions fire, explosion, power failure, acts of God, war, revolution, civil commotion or acts of public enemies;

any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations related to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

14.4 Treatment of Proprietary and Confidential Information

14.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including, but not limited to, trade secrets, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary information shall remain the property of the disclosing Party. Both Parties agree that all Proprietary Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Proprietary Information will be returned to the owner within a reasonable time. Both Parties agree that the Proprietary Information shall be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary Information and not to disclose such Proprietary Information. Both Parties agree to protect the Proprietary Information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Proprietary Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Proprietary Information received as they would use to protect their own confidential and proprietary information.

14.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary Information that is either: 1) by a non-party to the Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

14.5 Choice of Law. The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the State of Wisconsin without regard to its conflict of laws and principles.

14.6 Taxes. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist

on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

14.7 Assignability. Either Party may assign this Agreement or any of its rights or obligations hereunder to its parent or to another Affiliate, or to a third party acquiring all or substantially all of the assets of the assigning Party, and no consent of the other Party shall be required provided that the assigning Party notifies the other Party at least 120 days in advance of assignment. Any other assignment, however, shall require the consent of the other Party, which consent shall not be unreasonably withheld upon the provision of at least 120 days advance notice by the assigning Party and reasonable evidence by the proposed assignee that it has the resources, ability and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this subsection 14.7 shall be void and ineffective and constitute a default of this Agreement. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignees.

14.8 Billing and Payment; Disputed Amounts

14.8.1 Bills are due and payable upon receipt but become delinquent thirty (30) days following the bill date. Although it is the intent of both Parties to submit timely and accurate statements or charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

14.8.2 Each Party reserves the right, subject to Section 14.8.3 below, to suspend or terminate Transport and Termination services for nonpayment; prohibited, unlawful or improper use of the facilities or services; abuse of facilities; or any other violation or breach of the terms of this Agreement. If either Party fails to make payment to the other Party according to the payment terms set forth in this subsection, the Party to which an amount is due ("Billing Party") shall provide written notice to the Party billed (the "Non-Paying Party") that the Non-Paying Party's account is in default and will be subject to denial or disconnection of Transport and Termination services, or both, by the Billing Party. If payment is not received according to the terms set forth in this subsection, the Billing Party may, on thirty days written notice to the Non-Paying Party discontinue Transport and Termination services at any time thereafter. If the Billing Party does not discontinue the provision of Transport and Termination services after notice, and the Non-Paying Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to discontinue the provision of Transport and Termination services to the Non-Paying Party without further notice.

14.8.3 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 notice to the Billing Party of the amount it disputes ("Disputed Amount") 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.

14.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within thirty (30) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative that has authority to settle the dispute and that 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.

14.8.5 If the Parties are unable to resolve issues related to the Disputed Amounts within thirty (30) days after the Parties' appointment of designated representatives pursuant to Subsection 14.8.4, then either Party may file a complaint with the Commission or other agency or court with jurisdiction over the subject matter and the Parties to resolve such issues or proceed with any other remedy pursuant to law or equity.

14.8.6 The Parties agree that all negotiations pursuant to this Subsection 14.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

14.8.7 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. Amounts paid and successfully disputed will be refunded together with interest at the same rate.

14.9 Dispute Resolution. Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action at the Commission or any judicial forum

or upon mutual agreement, an acceptable arbitration process may be utilized.

14.10 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, or (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

For: AMERICAN CELLULAR
Dobson Cellular Systems, Inc.
270 Oak Street, Second Floor
Lawrenceville, Georgia

For: CHIBARDUN
110N Second
Dallas, WI 54733
ATTN: Rick Vergin, CEO

ATTN: Tom Spears

With a copy to:

Wilson and Bloomfield
1901 Harrison Street
Oakland, CA 94612

With a copy to:

William H. Thedinga
Weld, Riley, Prenn & Ricci, S.C.
3624 Oakwood Hills Parkway
Eau Claire, WI 54701

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 or (iii) three (3) days after mailing in the case of first class or certified U.S. mail.

14.11 Joint Work Product. The Agreement is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

14.12 No License

14.12.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

14.12.2 Neither Party shall have any obligation to defend, indemnify or hold harmless or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand or proceeding by any third party alleging or asserting that the use of any circuit, apparatus or system, or the use of any software, or the performance of any service or method or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall

offer to the other reasonable cooperation and assistance in the defense of any such claim.

14.12.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

14.13 Survival. 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 or expiration of this Agreement.

14.14 Entire Agreement. This Agreement and any Exhibits, Appendices, Schedules or tariffs which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

14.15 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. The Parties recognize that except as specifically provided herein, by entering into this Agreement neither Party intends to waive rights that it might otherwise have including without limitation CHIBARDUN's rights under 47 USC § 251(f).

14.16 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 Party's prior written consent.

14.17 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

14.18 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

14.19 Modification, Amendment, Supplement or Waiver. No modification, amendment, supplement to or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option

which is herein provided or to require performance of any of provisions hereof shall in no way be construed to be a waiver of such provisions or options.

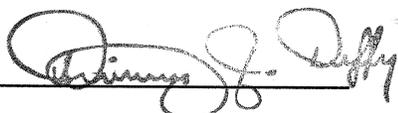
14.20 Changes in Law. Notwithstanding any provision in this Agreement to the contrary, if any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in applicable law (collectively "Change in Law") materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. Notwithstanding anything in this Agreement to the contrary, if as a result of any Change in Law, either Party is not required by applicable law to provide to the other a service, payment, or benefit otherwise required to be provided hereunder, then such Party may discontinue the provision of any such service, payment or benefit on sixty (60) days prior written notice to the other of any such discontinuance of a service unless a different notice period or different conditions are required by applicable law for termination of such service, in which event such specified period and/or conditions shall apply. Changes in Law will not affect retroactively any payments previously made between the Parties pursuant to this Agreement unless the Change in Law explicitly requires retroactive adjustment.

14.21 CTC Authorization. CTC authorizes Chibardun to file a copy of this Agreement with the Commission on CTC's behalf, and authorizes Chibardun to act for CTC in all related matters before the Commission.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the 1st day of June, 2004.

American Cellular Corporation, Inc.

Chibardun Telephone Cooperative, Inc.

By: 

By: 

Printed: Timothy J. Duffy

Printed: Rick Vergin

Title: Executive Vice President
and Chief Technical Officer

Title: CEO

CTC Telcom, Inc.

By: _____

Printed: Rick Vergin

Title: CEO

which is herein provided or to require performance of any of provisions hereof shall in no way be construed to be a waiver of such provisions or options.

14.20 Changes in Law. Notwithstanding any provision in this Agreement to the contrary, if any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in applicable law (collectively "Change in Law") materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. Notwithstanding anything in this Agreement to the contrary, if as a result of any Change in Law, either Party is not required by applicable law to provide to the other a service, payment, or benefit otherwise required to be provided hereunder, then such Party may discontinue the provision of any such service, payment or benefit on sixty (60) days prior written notice to the other of any such discontinuance of a service unless a different notice period or different conditions are required by applicable law for termination of such service, in which event such specified period and/or conditions shall apply. Changes in Law will not affect retroactively any payments previously made between the Parties pursuant to this Agreement unless the Change in Law explicitly requires retroactive adjustment.

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Printed: Rick Vergin

Title: Executive Vice President
and Chief Technical Officer

Title: CEO

CTC Telcom, Inc.

By: Rick Vergin

Printed: Rick Vergin

Title: CEO

BILLING FACTORS

At the conclusion of each month during the term of this Agreement, Chibardun will bill AMERICAN CELLULAR the net amount of termination compensation due to Chibardun based on the rates and billing factors specified in this Agreement. Accordingly, the number of mobile to land minutes delivered by AMERICAN CELLULAR to Chibardun (rounded at the end of the month to the nearest whole minute) will be reduced by the number of land-to-mobile minutes delivered by Chibardun to AMERICAN CELLULAR, and the result will be multiplied by the applicable rate to arrive at the net amount due to Chibardun. Mobile-to-land minutes of use will be based on actual minutes of use for traffic delivered by ACC for termination by Chibardun. During the first year following the Effective Date, the land-to-mobile traffic minutes for which AMERICAN CELLULAR is entitled to reciprocal compensation shall be calculated by dividing the total number of mobile-to-land minutes delivered by AMERICAN CELLULAR for termination by CHIBARDUN by .7 and multiplying the result by .3. Thereafter such reciprocal compensation will be calculated by dividing the total number of mobile to land minutes delivered by AMERICAN CELLULAR by .64 and multiplying the result by .36.

For the mobile-to-land traffic described in Sections 4 and 5 and delivered by AMERICAN CELLULAR to CHIBARDUN for termination, the Parties agree to the following proportions of traffic that are Inter-MTA Traffic and Subject Traffic:

Inter-MTA (Interstate) Traffic =0%

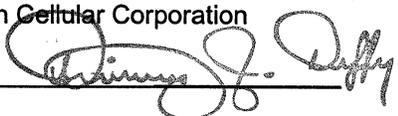
Inter-MTA (Intrastate) =0%

Subject Traffic =100%

The Parties acknowledge that the above billing factors are based on the totality of their mutual promises herein and on detailed traffic studies which reflect the unique characteristics of the traffic exchanged between them.

Approved and executed as of the 1st day of June, 2004.

American Cellular Corporation

By: 

Printed: Timothy J. Duffy

Title: Executive Vice President and Chief
Technical Officer

Chibardun Telephone Cooperative, Inc.

By: 

Printed: Rick Yergin

Title: CEO

**SCHEDULE OF RATES FOR
TRANSPORT TANDEM SWITCHING AND
TERMINATION OF TELECOMMUNICATIONS TRAFFIC**

This Schedule specifies the rates for the Transport Tandem Switching and Termination of traffic delivered by one Party to the network of the other Party pursuant to the Agreement.

A. Charges for Termination, Tandem Switching and Transport of Subject Traffic:

Subject Traffic terminated by either Party:

June 1, 2004 - May 31, 2005 \$.028/MOU

After June 1, 2005 \$.024/MOU

The above rates apply reciprocally to Subject Traffic exchanged between the parties and include, for traffic in the mobile-to-land direction, all switching and transport functions required to terminate calls delivered by ACC to the Chibardun tandem office, including but not limited to tandem switching, end office and remote switching, and transport. They also include amounts attributable to the settlement of certain disputes relating to traffic exchanged by the Parties prior to the Effective Date. The rates assume delivery by ACC of no less than three hundred thousand minutes to CHIBARDUN for termination hereunder. If ACC does not deliver at least 250,000 MOU to Chibardun per month either party may terminate this Agreement pursuant to Section 8.2.

B. Charges for Access Transport, Access Termination and Access Tandem Switching for Inter-MTA Traffic:

CHIBARDUN's Current Access Tariffs in the proper jurisdiction apply.

Approved and executed as of the 1st day of June, 2004.

American Cellular Corporation

By:

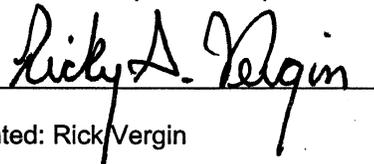


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