

**WIRELESS INTERCONNECTION
AGREEMENT**

BETWEEN

WINN TELECOM

AND

DOBSON CELLULAR SYSTEMS, INC.

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Article I

1. INTRODUCTION

This Interconnection/Compensation Agreement ("Agreement") is effective as of the ____ day of _____, 2005 (the "Effective Date"), by and between Winn Telecom (LEC") with offices at 402 N. Mission, Suite 1, Mount Pleasant, Michigan 48858 and Dobson Cellular Systems, Inc. ("Dobson") with offices at 14201 Wireless Way, Oklahoma City, Oklahoma 73134.

2. RECITALS

WHEREAS, LEC is a Local Exchange Carrier in the State of Michigan;

WHEREAS, Dobson is a provider of two way Commercial Mobile Radio Services ("CMRS"), operating within the state of Michigan;

WHEREAS, LEC and Dobson exchange calls between their networks and wish to establish Interconnection and 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, LEC and Dobson hereby agree as follows:

II. Article II

1. DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

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

1.2 "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For

purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent. 47 U.S.C. §153(1).

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

(a) "End Office Switch" is a switch in which the subscriber station loops are terminated for connection to trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an end office switch.

(b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a host office. Local switching capabilities may be resident in a remote end office switch.

(c) "Host Office Switch" is a switch with centralized control over the functions of one or more remote end office switches. A host office switch can serve as an end office as well as providing services to other remote end offices requiring terminating, signaling, transmission, and related functions including local switching.

(d) "Tandem Office Switch" is a switching system that establishes trunk-to-trunk connections. Local tandems switch calls from one end office to another within the same geographic area, and access tandems switch traffic from host or end offices to and from an interexchange carrier. A tandem office switch can provide host office or end office switching functions as well as the tandem functions.

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

1.4 "Commercial Mobile Radio Services" or "CMRS" means Commercial Mobile Radio Services as defined in 47 CFR 20.

1.5 "Commission" means the Public Utility Commission or equivalent regulatory commission having jurisdiction over intrastate telecommunications services in the state of Michigan.

1.6 "Effective Date" means the date first above written.

1.7 "Extended Area Service" or "EAS" is an arrangement, generally approved by the Commission pursuant to which a LEC subscriber may call other subscribers (whether of LEC or of another Local Exchange Carrier) identified by telephone

numbers rated to a different rate center than that assigned to the calling number, without being subject to toll or long distance rates.

1.8 "FCC" means the Federal Communications Commission.

1.9 "Interconnection" for purposes of this Agreement is the linking of LEC and Dobson networks for the exchange of telecommunications traffic as described in this Agreement.

1.10 "Interexchange Carrier" or "IXC" means a carrier that provides or carries, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.

1.11 "InterLATA Service" means telecommunications between a point located in a local access and transport area and a point located outside such area. 47 U.S.C. §153(21).

1.12 "IntraLATA Toll Traffic" means those intraLATA station calls that are not defined as Local Traffic in this Agreement.

1.13 "Local Access and Transport Area" or "LATA" means a contiguous geographic area –

(A) Established before February 8, 1996, by a Bell operating company such that no exchange area includes points within more than 1 metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree; or

(B) Established or modified by a Bell operating company after February 8, 1996, and approved by the Commission. 47 U.S.C. §153(25)

1.14 "Local Traffic" is defined for all purposes under this Agreement as telecommunications traffic that (a) is originated by a customer of one Party on that Party's network, (b) terminates to a customer of the other Party on the other Party's network within the same Major Trading Area (MTA), and (c) may be handled pursuant to an agreement between the originating Party and a carrier which performs only a transiting function for the originating Party in lieu of a direct connection between the Parties, provided that the customer of Dobson is a two-way CMRS customer and receives mobile service on a wireless, mobile basis as described in 47 U.S.C. §153(27). For purposes of determining originating and terminating points of a call on the Dobson network under this agreement, the originating or terminating cell site locations at the beginning of the call will be used as the point of call origination and termination, respectively. For purposes of LEC, the origination or termination point of the call will be deemed to be the rate center assigned to the relevant LEC number.

1.15 "Local Exchange Carrier" or "LEC" means any person that is engaged in the provision of telephone exchange service or exchange access and is certified by the

Commission to provide local exchange service. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(e) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term. 47 §U.S.C. 153(26)

1.16 "Major Trading Area" or "MTA" means the Major Trading Area as designated by the FCC.

1.17 "Mobile service" means a radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves, and includes (A) both one-way and two-way radio communication services, (B) a mobile service which provides a regularly interacting group of base, mobile, portable, and associated control and relay stations (whether licensed on an individual, cooperative, or multiple basis) for private one-way or two-way land mobile radio communications by eligible users over designated areas of operation, and (C) any service for which a license is required in a personal communications service established pursuant to the FCC proceeding entitled "Amendment to the Commission's Rules to Establish New Personal Communications Services" (GEN Docket No. 90-314; ET Docket No. 92-100), or any successor proceeding. 47 U.S.C. §153(27)

1.18 "Mobile station" means a radio-communication station capable of being moved and which ordinarily does move. 47 U.S.C. §153(28)

1.19 "Non-Local Traffic" - All traffic which is not Local Traffic as defined in Section 1.14 hereof is Non-Local Traffic and will not be subject to Reciprocal Compensation.

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, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.

1.22 "Party" means either LEC or Dobson, and "Parties" means LEC and Dobson.

1.23 "Reciprocal Compensation" means an arrangement between two carriers in which each receives the same compensation from the other carrier for the transport and termination on such receiving carrier's network of Local Traffic, as defined in Section 1.14 above, that originates on the network facilities of the other carrier.

1.23 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received. 47 U.S.C. §153(43)

1.24 "Telecommunications Act" means the Communications Act of 1934, as amended.

1.25 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services ((as defined in 47 USC Section 226(a)(2)). A telecommunications carrier shall be treated as a common carrier under this chapter only to the extent that it is engaged in providing telecommunications services, except that the [Federal Communications] Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage. 47 U.S.C. §153(44)

1.26 "Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises. 47 CFR 51.701(d)

1.27 "Transiting Traffic" is traffic that originates from one provider's network, "transits" one or more other providers' network(s) substantially unchanged, and terminates to yet another provider's network.

1.28 "Transport" means the transmission and any necessary tandem switching of Local Traffic subject to Section 251(b)(5) of the Act 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. 47 CFR 51.701(c)

1.29 "Type 1 Service" often referred to as a line-side trunk connection, is a service that involves connection to a telephone company end office for purposes of exchanging Local Traffic. A Type 1 Service is offered in connection with the provision of telephone numbers hosted by a LEC end office switch and which are made available to Dobson by LEC. LEC designates the rating and routing points assigned in the Local Exchange routing Guide ("LERG") to the NXXs from which Type 1 numbers are drawn.

1.30 "Type 2 Service" often referred to as a trunk side connection, is a service that involves interconnection to a telephone company end office (Type 2-B) or tandem (Type 2-A) and which makes use of full NXXs that are allocated to Dobson which determines the rating and routing points assigned to such codes by the LERG.

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 reference 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 offering, guide or practice, 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 a 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

3.1 This Agreement is intended, inter alia, to describe and enable specific Interconnection/Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. This Agreement is limited to exchange of LEC local exchange end user customers' traffic for which LEC has tariff authority to carry and Dobson end user customers' traffic to which Dobson provides service on a two-way wireless, mobile basis.

3.3 This Agreement does not cover the exchange of traffic for one-way mobile services such as paging, if provided by Dobson over spectrum other than the two way frequencies used for its broadband cellular service. Should Dobson desire to establish interconnection agreement with LEC for such services, LEC will engage in bona fide negotiations with Dobson to establish an interconnection and compensation agreement for said one-way mobile services.

3.4 The Parties also agree to exchange traffic that is transited to or from other third party local telecommunications service providers provided that an agreement has been made between the originating Party and the terminating third party local provider for the payment of termination compensation required by the Act and provided further that the transiting party shall be paid the transiting charge specified in Section 5.3, below.

3.5 Nothing in this Agreement shall be construed as a waiver by either Party to pursue all of its legal rights and remedies to seek the disconnection of any interconnections utilized by the other Party in contravention of this Agreement or applicable law.

4.0 SERVICE AGREEMENT

Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of LEC and Dobson. Additional arrangements that may be agreed to in the future will be delineated in Attachment D to this Agreement.

4.1 Type 1 Connection :

Dobson may reserve numbers from NXXs which are rated by LEC to any of its end office switches in which case Dobson shall provision dedicated two way transport facilities between its switch and the relevant LEC end office switch, with the recurring and non-recurring charges of such facilities being apportioned as provided herein at section 5.4.3. The terminating carrier for calls originating or terminating on a Type 1 connection shall be paid compensation by the originating carrier at the rates described in Attachment C. Calls originating on LEC's system and addressed to Dobson's Type 1 numbers will be rated in the same way as other calls by LEC customer addressed to the same NXXs.

4.2 Type 2 Interconnection: Dobson may also establish dedicated, trunk side Type 2A or Type 2B transport facilities between its switch and LEC's tandem or end offices for the purpose of (a) delivering calls addressed to LEC NXXs that are subtended by the relevant tandem or end office, or (b) receiving calls addressed to full or partial NXXs maintained by Dobson. The recurring and non-recurring costs of such transport facilities will be apportioned as provided in section 5.4.4 herein. The originating carrier will pay transport and termination compensation to the terminating carrier at the rates described on Exhibit C. Calls originating on LEC's system and addressed to full or partial NXXs rated by Dobson to points within LEC's service area will be rated and dialed in the same way as other calls addressed to other NXXs with the same rate points.

4.3 Indirect Traffic to/from LEC: To the extent that either Party hereto and a third party carrier has entered into or may enter into arrangements for the delivery of its Local Traffic to the other Party for termination to such other Party's customers (i.e., traffic that is not covered elsewhere in this Agreement), the other Party will accept this traffic subject to the compensation arrangements outlined in Section 5 below.

4.4 Transiting Traffic: The Parties acknowledge and agree that this Agreement is intended to govern the exchange of traffic to and from the Parties' respective networks only. Traffic that is originated on a network of a non-party Telecommunications Carrier ("Non-Party Carrier") and routed through LEC may be delivered to Dobson's network, provided that the Non Party Carrier shall be responsible for LEC's transit or other lawful charges. In addition, traffic that is originated by a customer or roamer of Dobson on Dobson's network that is routed to LEC may be delivered to a Non-Party Carrier provided that Dobson shall be responsible for transit fees charged by LEC and for any transport and/or termination compensation required pursuant to the arrangements between Dobson and such Non Party Carrier. LEC will provide, subject to availability, total minutes of transiting traffic terminating to the terminating carrier (a Non-Party Carrier or Dobson). Dobson shall not perform a transiting function pursuant to this

Agreement. If the transiting function described herein is desired by Dobson or LEC, Dobson (or LEC) will request such an arrangement in writing at least 90 days in advance.

5.0 COMPENSATION

5.1 Traffic Subject to Reciprocal Compensation.

Reciprocal Compensation is applicable for Transport and Termination of Local Traffic as defined in Section 1.14 and is related to the exchange of traffic described in Sections 4.1, 4.2, 4.3, and Attachment C, as applicable.

5.2 Traffic Subject to Termination Compensation.

Termination compensation is also applicable to all Non-Local Traffic originated by one party and delivered to the other for termination to its customers as described in Sections 4.1, 4.2, 4.3, and Attachment C, as applicable. Each Party shall compensate the other for Non-Local Traffic originated by it and terminated by the other at LEC's applicable access tariff rates.

5.3 Transiting Compensation

Transiting Compensation is applicable to the traffic originated on Dobson's network and routed to LEC over the two-way direct trunk group for delivery to a Non-Party Telecommunications Carrier that subtends LEC's tandem, as described in Section 4.4 above and on Attachment C.

5.4 Calculation of Payments and Billing.

5.4.1 LEC shall compensate Dobson for Local Telecommunications Traffic that is delivered by LEC to Dobson over the two-way direct trunk groups, or delivered indirectly as specified in paragraph 4.3, as prescribed and at the rates provided in Attachment C, above. Dobson will compensate LEC for Local Telecommunications Traffic delivered to LEC for termination to its customers, as prescribed and at the rate provided in Attachment C. Non-Local Traffic exchanged between Dobson and LEC shall be subject to the termination compensation rates described in Attachment C, below. Dobson shall also compensate LEC for mobile originated transiting traffic, as prescribed and at the rates provided in Section 5.3, above.

5.4.2 Dobson shall prepare a monthly billing statement to LEC, reflecting the calculation of Reciprocal Compensation and other compensation due Dobson

hereunder. LEC shall prepare a monthly billing statement to Dobson which will separately reflect the calculation of Reciprocal Compensation, Access Compensation and other compensation due LEC.

5.4.3 Recognizing that the parties have no current way of measuring Non-Local Traffic, both Parties agree to use a default factor of two per cent (2%) of mobile to land calls as an estimate of Non-Local Traffic. The actual recorded usage shall be the basis for billing, when available and verifiable.

5.4.4 Where interconnection facilities are used solely to carry traffic originated by one of the Parties, the charges relating to such facilities shall be borne by the originating Party. Where interconnection facilities are used for two-way traffic exchange between the Parties, the recurring charges for such facilities billed by ILEC shall be reduced by an agreed upon percentage representing the estimated or actual percentage of traffic exchanged between the Parties over such facilities that originate on ILEC's network. This percentage is referred to as the Traffic Factor, which is:

- a) Landline to Wireless 30%
- b) Wireless to Landline 70%

Where actual call data is not available the above factor may also be used to calculate land to mobile calls for purposes of the reciprocal compensation described in Sections 5.1 and 5.2 above. Where the factor is used for purposes of termination compensation, the number of mobile to land minutes for which LEC has billed Dobson will be divided by .7 and the result multiplied by .3 in order to arrive at the number of land to mobile minutes for which Dobson may bill LEC.

5.4.5 . Once this Agreement has been in effect for twelve or more months, either party may seek a joint review of the percentages set forth in Sections 5.4.3 and 5.4.4. for purposes of such a review, all intra-MTA traffic originated by one party and terminated by the other shall be counted as either landline to wireless or wireless to landline for purposes of the factor in Section 5.4.4, irrespective of whether such traffic is delivered by the originating to the terminating party directly, or through a transit arrangement or through an interexchange carrier. Such a review may be requested only once during the initial term of this Agreement. Thereafter, a review may be requested only once during a twenty four (24) month period.

5.4.6 Each party may request to inspect, during normal business hours, the records which are the basis for any monthly bill issued by the other Party and to request copies thereof provided that the requested records do not exceed 24 months in age from the date the monthly bill containing said record information was issued.

5.5 Dialing Parity: LEC agrees to recognize the rating and routing points established by Dobson for numbers assigned to it in the Local Exchange Routing Guide (“LERG”), and will treat calls by its customers to such numbers no less favorably (in terms of digits required to be dialed and usage charges) than calls by such customers to its own or other LEC codes with the same rating points.

6.0 NOTICE OF CHANGES

If a Party contemplates 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 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting and, consistent with Section 5, 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 use any of the Services provided 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.

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

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

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

7.5 Each Party shall use the LERG published by 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 Sections 13, the initial term of this Agreement shall be for two years ("Term") which shall commence on the Effective Date. This Agreement shall automatically renew for successive six-month periods, unless, not less than one hundred twenty (120) days prior to the end of the Term or any renewal term, either party notifies the other party of its intent to terminate this Agreement. Where such a notice is provided and a Party requests to renegotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect until replaced by the successor agreement.

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

8.2.1 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. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the dispute is resolved in a way which requires a further payment, the Non-paying Party shall pay the required amount with interest 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 Michigan's applicable law. In addition, the Billing Party may cease terminating traffic for the Non-paying Party after undisputed amounts not paid become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default

8.2.2 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.

8.2.3 Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.

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

(a) Each Party shall comply immediately with its obligations as 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 Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not correct the alleged default within thirty (30) days after receipt of written notice thereof.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 NON-SEVERABILITY

10.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

10.2 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.

11.0 INDEMNIFICATION

11.1 Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim liability, damage, and expense (including reasonable attorney's fees) to customers and other unaffiliated third parties for:

(1) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

(2) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities by the Indemnifying Party or its customers; and

(3) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.3) except where required to reimburse the Indemnified Party where such damages are awarded to an unrelated third party on the basis of a claim of the sort described in subparagraphs (1), (2), and/or (3) above..

11.2 The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand.

(1) In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

12.0 LIMITATION OF LIABILITY

12.1 Except as provided in Section 11.0 above, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in

the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

12.2 Except as otherwise provided in Section 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

12.3 In no event other than as provided in Section 11.0 above shall either Party have any liability whatsoever to the other Party or affiliated entities for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss 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.

13.0 REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, 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 or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, 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.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

14.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

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 thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

15.0 MOST FAVORED NATION PROVISION

In accordance with Section 252(i) of the Act, Dobson shall be entitled to obtain from LEC any Interconnection/Compensation arrangement provided by LEC to any other CMRS provider that has been filed and approved by the Commission, for services described in such agreement, on the same terms and conditions.

16.0 MISCELLANEOUS

16.1 Authorization

16.1.1 LEC is a Corporation, validly existing and in good standing under the laws of the State of Michigan and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

16.1.2 Dobson is a corporation duly organized, validly existing and in good standing under the laws of the State of Oklahoma, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any 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 Dobson or LEC in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Dobson and LEC, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by

Dobson or LEC in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Dobson and LEC end users or others.

16.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its 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 (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the force majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

16.5 Confidentiality

16.5.1 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, or 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 clearly and conspicuously marked "Confidential" or "Proprietary" or 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, except that call counts, traffic characteristics, and billing information acquired by either Party as a result of performing its obligations shall be regarded as Proprietary Information whether or not so marked. 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, such information: (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 by those persons 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 such 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, upon advice of counsel, only in accordance with Section 16.5.2 of this Agreement.

16.5.2 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 then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief which such Disclosing Party chooses to obtain.

16.5.3 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.

16.6 Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Michigan without reference to conflict of law provisions.

16.7 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, 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 such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

16.8 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. 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 acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. 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.

16.9 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.

16.10 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; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by telecopy to the following addresses of the Parties:

To:

To:

Dobson Cellular Systems, Inc.
Attn: Vice President and CTO
14201 Wireless Way
Oklahoma City, OK 73134

Winn Telecom
Larry Neeper
402 N. Mission, Suite 1
Mount Pleasant, Michigan 48858

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 certified U.S. mail; or (iv) on the date set forth on the confirmation in the case of telecopy.

16.11 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.

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

16.13 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, 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.

16.14 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.

16.15 Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

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 as of this ____ day of _____, 2005.

Dobson Cellular Systems, Inc.

Winn Telecom

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Attachment A

Winn Telecom

<u>Locality</u>	<u>NPA/NXX</u>	<u>CLLI</u>
Mount Pleasant	989-953	MNPLMICFDS0
Alma	989-968	
Ithaca	989-449	
Shepherd	989-804	
Gaylord	989-748	GYLRMI06DS0

Attachment B

**Dobson Cellular Systems, Inc.
NXX and CLLI Designations**

<u>LOCALITY</u>	<u>NPA</u>	<u>NXX</u>	<u>NUMBER BLOCK</u>	<u>CLLI</u>
ALANSON	231	203	ALL	TRCYMICICM2
TRAVERSE CITY	231	313	ALL	TRCYMICICM1
TRAVERSE CITY	231	360	0,1,2,3,4,5,6	TRCYMICICM2
TRAVERSE CITY	231	409	ALL	TRCYMICICM1
NEWAYGO	231	414	0,1,3,5,6,8	TRCYMICICM2
NORTHPORT	231	432	0	TRCYMICICM1
MANISTEE	231	510	ALL	TRCYMICICM1
KALKASKA	231	564	0,1,2	TRCYMICICM1
FIFE LAKE	231	570	0	TRCYMICICM1
SCOTTVILLE	231	613	0	TRCYMICICM1
TRAVERSE CITY	231	620	ALL	TRCYMICICM1
TRAVERSE CITY	231	632	ALL	TRCYMICICM1
TRAVERSE CITY	231	633	ALL	TRCYMICICM1
LAKE ANN	231	640	0	TRCYMICICM1
TRAVERSE CITY	231	645	ALL	TRCYMICICM1
BEULAH	231	651	0,9	TRCYMICICM1
MARION	231	667	0	TRCYMICICM1
BOYNE CITY	231	675	ALL	TRCYMICICM1
BELLAIRE	231	676	0,3	TRCYMICICM1
TRAVERSE CITY	231	709	0	TRCYMICICM1
TRAVERSE CITY	231	715	0,3,4,5,6,7,8,9	TRCYMICICM2
IRONS	231	729	0	TRCYMICICM1
MANISTEE	231	794	0,2	TRCYMICICM1
CHEBOYGAN	231	818	0,1,2,3,4,6,9	TRCYMICICM2
GLEN LAKE	231	835	0	TRCYMICICM1
PETOSKEY	231	838	ALL	TRCYMICICM1
LUDINGTON	231	852	0,1,2,3,4,5,6,7,8	TRCYMICICM2
MUSKEGON	231	855	ALL	TRCYMICICM2
SUTTONS BAY	231	866	0	TRCYMICICM1
BEULAH	231	871	ALL	TRCYMICICM2
REED CITY	231	872	0,1,2,3,4,5,6,7,8	TRCYMICICM2
PETOSKEY	231	881	ALL	TRCYMICICM2
TRAVERSE CITY	231	883	ALL	TRCYMICICM2
CADILLAC	231	884	ALL	TRCYMICICM2
KALKASKA	231	886	ALL	TRCYMICICM2
MANISTEE	231	887	0,5,6	TRCYMICICM2
LUDINGTON	231	907	0	TRCYMICICM1
REED CITY	231	912	0	TRCYMICICM1
CADILLAC	231	920	ALL	TRCYMICICM1
MUSKEGON	231	955	0,1,2,3,4,5,6,8,9	TRCYMICICM2

BEAR LAKE	231	970	0	TRCYMICM1
GREENVILLE	616	824	0,1,5,6,9	TRCYMICM2
GRANDHAVEN	616	843	0,1,2,3,4,5,6,7,9	TRCYMICM2
PT SANILAC	810	201	0	FETPMIAU0MD
DECKERVILLE	810	366	0	CSVIMIAACM0
CARSONVILLE	810	710	0,1,5,6,7	CSVIMIAACM0
CROSWELL	810	712	0	CSVIMIAACM0
SANDUSKY	810	837	0	CSVIMIAACM0
UBLY	989	214	0	BYCYMIFW0MD
CLIFFORD	989	467	0,9	CAROMIABCM1
PORT HOPE	989	476	ALL	CAROMIABCM1
AKRON	989	528	9	CAROMIABCM1
KINDE	989	582	0	CAROMIABCM1
MAYVILLE	989	660	9	CAROMIABCM1
CARO	989	670	ALL	CAROMIABCM1
WESTBRANCH	989	701	0,1,5,6,8	BYCYMIFW0MD
HARBOR BEACH	989	712	0,9	CAROMIABCM1
PORT AUSTIN	989	768	0	CAROMIABCM1
ROSCOMMON	989	808	0,5,6,8,9	BYCYMIFW0MD
EAST TAWAS	989	820	0,1,2,5,6,7,8,9	BYCYMIFW0MD
KINGSTON	989	827	9	CAROMIABCM1
MT PLEASANT	989	854	ALL	BYCYMIFW0MD
GAYLORD	989	858	0,1,2,3,4,6,7,8,9	BYCYMIFW0MD
REESE	989	863	0,9	CAROMIABCM1
FREELAND	989	878	0,1,3,4,5,6,7,8,9	BYCYMIFW0MD
GRAYLING	989	889	0,5,6,8,9	BYCYMIFW0MD
STANDISH	989	903	0,1,5,6,7	BYCYMIFW0MD
CASS CITY	989	912	0,9	CAROMIABCM1
ALPENA	989	916	0,1,5,6,8,9	ALPNMIEF0MD
MINDEN CITY	989	917	0	CAROMIABCM1
MT PLEASANT	989	954	0,1,2,6	BYCYMIFW0MD
ELKTON	989	963	9	CAROMIABCM1
SAGINAW	989	971	9	CAROMIABCM1
BAD AXE	989	975	0,1,2,3,6,8	CAROMIABCM1
SEBEWAING	989	977	0,1,2	CAROMIABCM1

Attachment C

RATES

The following transport and termination rates will be paid reciprocally by each Party to the other for Local Calls originating on the paying Party's system and delivered to the other Party for termination:

1. End Office Switching Rate (for use where traffic is exchanged indirectly with a third party performing the tandem switching function): \$.0195/minute
2. Tandem Switching, common transport and end office switching rate (for use where land to mobile traffic is delivered to LEC's tandem office): \$.0209/minute.
3. Transit Rate: for use where Dobson directs traffic to LEC for delivery to a Non Party Carrier pursuant to Section 5.3: \$.00174/minute

Charges are calculated on the basis of connection time from delivery of answer supervision to delivery of disconnect supervision. The time for each call will not be rounded except at the end of the relevant billing period, when total minutes of use will be rounded to the nearest whole minute.

50% of non-local mobile to land calls (see paragraph 5.4.3 above) will be billed at rates specified in LEC's intrastate terminating access tariffs, and the remaining 50% of such calls at LEC's interstate terminating access rates.