

STATE OF ALASKA

REGULATORY COMMISSION OF ALASKA

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Before Commissioners:

Anthony A. Price, Chairman
Kate Giard
Mark K. Johnson
Robert M. Pickett
Janis W. Wilson

In the Matter of Windy City Cellular, LLC's)
Submittal for Approval of CMRS Network)
Interconnection Agreement Between Windy City)
Cellular LLC and Adak Eagle Enterprises LLC)
_____)

U-08-_____

SUBMITTAL FOR APPROVAL OF INTERCONNECTION AGREEMENT
ADOPTED BY NEGOTIATION

Windy City Cellular LLC ("WCC") submits for the Commission's approval the attached CMRS Network Interconnection Agreement between WCC and Adak Eagle Enterprises LLC ("AEE"), which was adopted by negotiation.

Pursuant to the Telecommunications Act of 1996 (the "Act"), 47 U.S.C. § 252(e)(1), "Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies." The Act provides that a State commission may reject an agreement adopted by negotiation only if it finds:

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity

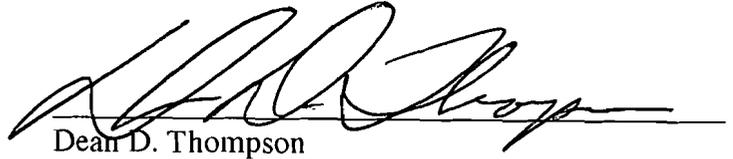
Under the Act, the Commission must approve or reject a negotiated agreement within 90 days after its submission "or the agreement shall be deemed approved." 47 U.S.C. § 252(e)(4).

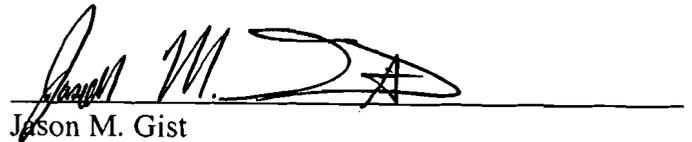
LAW OFFICES OF
KEMPEL, HUFFMAN AND ELLIS
A PROFESSIONAL CORPORATION
255 E. FIREWEED LANE, SUITE 200
ANCHORAGE, ALASKA 99503-2025
(907) 277-1604

1 WCC respectfully requests that the Commission approve the CMRS Network
2 Interconnection Agreement between WCC and AEE.

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4 Respectfully submitted this 6th day of June, 2008, at Anchorage, Alaska.

5 KEMPEL, HUFFMAN and ELLIS, P.C.
6 Attorneys for WINDY CITY CELLULAR LLC

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12 Jason M. Gist

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(907) 277-1604

CMRS Network Interconnection Agreement

Between

Windy City Cellular LLC

And

Adak Eagle Enterprises LLC

CMRS NETWORK INTERCONNECTION AGREEMENT

This CMRS Network Interconnection Agreement (“Agreement”), by and between WINDY CITY CELLULAR, INC. (“WCC”) and ADAK EAGLE ENTERPRISES LLC (“AEE”), sets forth the terms and conditions for interconnection of WCC’s commercial mobile radio service (“CMRS”) network and AEE’s wireline local exchange network.

ARTICLE I. GENERAL PROVISIONS

1. Purpose and Scope. This Agreement sets forth the terms and conditions for the direct interconnection of the parties’ networks and for the reciprocal compensation for the transport and termination of telecommunications services between the parties. This Agreement addresses, and is limited to addressing, the parties’ obligations under Section 251(a)(1) and (b)(5) of the Communications Act of 1934 (47 U.S.C. *et seq.*) as amended by the Telecommunications Act of 1996 (“Act”). Under no circumstances shall this Agreement be construed to obligate AEE to offer any Section 251(c) services to WCC or any other person. Under Section 251(f) of the Act, AEE is exempt from any obligation arising from Section 251(c) of the Act. Under no circumstances shall this Agreement or AEE’s negotiation or performance of this Agreement be construed as a waiver or compromise of AEE’s exemption under Section 251(f) of the Act or any part thereof.

2. Effective Date. The parties recognize and agree that, pursuant to Section 252(e) of the Act, this Agreement will be submitted to the Regulatory Commission of Alaska (“RCA”). The RCA must approve or reject the Agreement within ninety (90) days after submission or the Agreement is deemed approved. The effective date of this Agreement shall be the earlier of approval by the RCA or when deemed approved by operation of Section 252(e)(4) of the Act. This Agreement does not affect, waive, or otherwise modify either party’s obligations, if any, regarding the exchange of traffic between the parties prior to the effective date of this Agreement.

3. Term. This Agreement shall be effective for a minimum period of twelve (12) months following the effective date, and thereafter until terminated in accordance with Article 1, Section 4, of this Agreement.

4. Termination. This Agreement may be terminated under the following conditions:

4.1. This Agreement may be terminated at any time as mutually agreed by the parties in writing.

4.2. This Agreement may be terminated by either party for repeated or willful material violation or refusal to comply with the provisions of this Agreement. The parties agree that this Agreement may be terminated if a party has failed to cure such violation or refusal within thirty (30) days following the defaulting party’s receipt of written notice of the violation or refusal.

4.3. This Agreement may be terminated for nonpayment of amounts due within forty-five (45) days following the defaulting party's receipt of written notice of amounts due.

4.4. This Agreement shall immediately terminate upon the suspension, revocation, or termination of either party's authority to provide services or upon either party's insolvency.

4.5. Except during the initial twelve- (12-) month term, this Agreement may be terminated by either party upon ninety (90) days' advance written notice to the other party.

5. Confidential Information. During the term of this Agreement, the parties may, but shall not be obligated to, disclose information to each other which they consider proprietary or confidential. Without specific prior written consent, except by law or court order, either party shall not disclose to any third party, including any competitor of WCC, whether affiliated or unaffiliated with AEE, any information supplied to it by the other which has been designated as confidential and which is not otherwise generally available to the public or is not already known to the other. This confidentiality requirement shall survive for three (3) years beyond the termination of this Agreement.

6. Liability. There shall be no liability of a party for indirect or consequential damages. Each party agrees to reimburse the other party for damages to premises or equipment resulting from a party's negligence in the installation, maintenance, or interconnection to or removal of facilities, services, or arrangements. Each party represents that its system is constructed, or will be constructed in accordance with all applicable laws, orders, rules, and regulations, and in accordance with all accepted technical standards and specifications. Each party shall indemnify and hold the other party harmless from any and all claims which arise out of the interconnection provided under this Agreement, unless the claim arises out of the negligent or wrongful conduct of the other party.

7. Patents.

7.1. With respect to claims of patent infringement made by third persons, WCC shall defend, indemnify, protect, and hold harmless AEE from and against all claims arising out of or based on the use of equipment or arrangements furnished under this Agreement by WCC or its customers.

7.2. With respect to claims of patent infringement made by third persons, WCC will defend, indemnify, protect, and hold harmless AEE from and against all claims arising out of or based on the use by WCC of channels, interconnection types, or arrangements furnished by AEE or its customers under this Agreement.

7.3. Neither party grants to the other any license under patents nor shall any be implied or arise by estoppel in either party's favor and with respect to any circuit, apparatus, system, or method used by the parties in connection with any channels, interconnection types, or arrangements furnished under this Agreement.

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

8. Notices. Except as otherwise provided in this Agreement, all notices required or permitted to be given shall be made by registered mail, return receipt requested, postage prepaid, in any post office in the United States, addressed as follows:

General Manager
ADAK EAGLE ENTERPRISES LLC
1410 Rudakof Circle
Anchorage, Alaska 99508

General Manager
WINDY CITY CELLULAR LLC
1410 Rudakof Circle
Anchorage, Alaska 99508

9. Applicable Law. The validity, construction, and performance of this Agreement shall be governed by and interpreted in accordance with laws of the State of Alaska and any applicable federal law.

10. Force Majeure. The parties' performance under this Agreement shall be excused if such nonperformance is due to labor difficulties, governmental orders, equipment failure, inability or delay in securing equipment, civil commotion, acts of nature, weather disturbances or adverse weather conditions, and other circumstances beyond the parties' reasonable control.

11. Tariffs. In the event that any of the services provided hereunder or the charges paid therefor are currently subject to, or at any time become subject to, any federal, state, or local regulation or tariff, then the terms and conditions of this Agreement, including the charges set forth herein, shall be deemed amended to conform to any conflicting terms and conditions in effect under such regulation or tariff, provided, however, that all non-conflicting terms and conditions of this Agreement shall remain valid and effective.

12. Nonwaiver. The waiver, express or implied, by either party hereto of any rights hereunder or of any failure to perform or breach hereof by the other party hereto shall not constitute or be deemed a waiver of any other right hereunder or any failure to perform or breach hereof by the other party hereto, whether of a similar or dissimilar nature.

13. Assignment. This Agreement may not be assigned directly or by operation of law without the written consent of the non-assigning party, which consent shall not be unreasonably withheld, delayed, or conditioned; except that a party may assign this Agreement without consent to (i) a subsidiary, parent, or affiliate of the assigning Party, (ii) a successor corporation related to the assigning Party by merger, consolidation, non-bankruptcy reorganization, or governmental action, or (iii) a purchaser of substantially all of the assigning party's assets. Any attempt to assign this Agreement in contravention of this section is voidable by the non-assigning party. Each party shall notify the other in writing not less than sixty (60) days in advance of any anticipated assignment.

14. Third Party Beneficiaries. This Agreement is not intended, and shall not be construed, to provide any third party with any right, privilege, remedy, claim, or cause of action.

15. Entire Agreement. This Agreement and all amendments embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, either oral or written, between the parties.

16. Amendment. This Agreement shall only be amended, modified, or changed in writing and executed by an authorized representative of the parties with the same formality as this Agreement was executed, and such writing shall be attached to this Agreement as an appendix.

ARTICLE II. INTERCONNECTION, BILLING, AND COMPENSATION

1. Interconnection.

1.1. Interconnection facilities will be provided between WCC's point of interconnection within AEE's service area and AEE's local exchange switch, using Wireless Services Interconnection Type 1 and/or Type 2 facilities, as agreed upon between the parties. Additional types of interconnection facilities may be provided if agreed upon between the parties. The specific location of WCC's initial point of interconnection, and any subsequent changes in WCC's point of interconnection, shall be agreed upon between the parties.

1.2. The interconnection facilities described above will be provisioned by AEE in accordance with the rates, terms, and conditions of the tariff applicable to such facilities and services. Non-recurring and recurring costs associated with such facilities shall be divided equally between AEE and WCC, as described in Article II, Section 3.

1.3. The interconnection facilities provided for in this Agreement shall be used by the parties only for the exchange of (1) telecommunications traffic that originates on one party's network within AEE's service area and terminates on the other party's network within AEE's service area; and (2) solely for purposes of providing access to interexchange services for WCC's customers, telecommunications traffic that is routed between WCC's network within

AEE's service area to or from an interexchange carrier's interexchange facilities located within AEE's service area.

2. Billing.

2.1. Each party shall deliver monthly invoices for charges due under this Agreement. Invoices rendered by either party shall be paid within thirty (30) days of the invoice date.

2.2. For the purposes of establishing service and providing efficient and consolidated billing, both parties are required to provide the other party with their authorized and nationally recognized Operating Company Number.

3. Compensation and Charges.

3.1. Transport and Termination Charges. The parties shall provide transport and termination of the telecommunications traffic covered by this Agreement to each other on a bill-and-keep basis.

3.2. Facilities Charges. Each party shall be responsible for the cost of non-recurring and recurring charges associated with the interconnection facilities that are provided by AEE under Article II, Section 1, on a proportionate fifty percent (50%) / fifty percent (50%) basis. This shall be accomplished by AEE initially paying all such charges in accordance with the effective tariff applicable to such facilities, and AEE billing WCC for 50 percent of those charges.

3.3. Interest Charges. The parties agree that interest on overdue invoices will apply at the lesser of the highest interest rate (in decimal value) that may be assessed by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or 0.008355 times the overdue amount compounded monthly and applied for each month or portion thereof that an outstanding balance remains.

ARTICLE III. ADDITIONAL SERVICES

1. Local Number Portability. Local Number Portability ("LNP") will be negotiated separately between AEE and WCC.

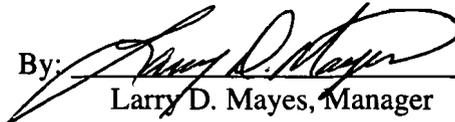
2. 911. The Parties agree that 911 services at this time are provided by a third party provider. AEE will route 911 calls received from WCC to the Public Service Answering Point ("PSAP") in Adak.

3. Directory Listings. The Parties agree that directory listing services at this time are provided by a third party.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

WINDY CITY CELLULAR LLC

Date: 5/29/2008

By: 
Larry D. Mayes, Manager

ADAK EAGLE ENTERPRISES LLC

Date: 5/29/2008

By: 
Larry D. Mayes, General Manager