

Bristol Bay
CELLULAR
PARTNERSHIP

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R.C.A.
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September 23, 2008

Regulatory Commission of Alaska
701 West 8th Ave, Suite 300
Anchorage, Alaska 99501

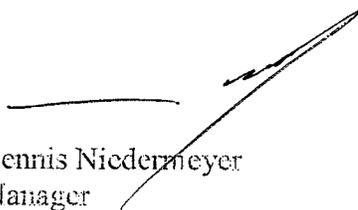
Subject: Request approval of interconnect agreement

Dear Commissioners:

Bristol Bay Cellular Partnership respectfully requests approval of the attached interconnect agreement between Bristol Bay Cellular Partnership and Bristol Bay Telephone Cooperative

If there is any information or action on our part that would assist the Commission in expediting action on this request, please let us know.

Sincerely,


Dennis Niedermeyer
Manager
Bristol Bay Cellular Partnership

JOINT TRAFFIC INTERCONNECTION AGREEMENT

This is a Joint Traffic Interconnection Agreement ("Agreement") between Bristol Bay Telephone Cooperative Inc. ("BBTC") and Bristol Bay Cellular Partnership. ("BBCP") setting forth the terms and conditions for interconnection of BBCP's cellular radio system and BBTC's landline network, and supersedes all previous agreements.

The effective date of this Agreement is the earliest date on which all of the following conditions are satisfied: (1) the Agreement is executed by both parties; and (2) the Regulatory Commission of Alaska ("RCA") approves the Agreement.

I. Purpose. The purpose of this Agreement is to delineate:

- a. The method of interconnection;
- b. The terms and conditions controlling the interconnection;
- c. The rates and charges for the interconnection; and
- d. All general contractual provisions.

II. Type of Connection.

- a. BBTC shall provide a cellular Type 1 Interconnection via 4-wire service that satisfies BELLCORE standards for a trunk connection between the BBTC facilities and the BBCP facilities. Current interconnect location are included in Appendix A which may be modified from time to time by mutual agreement of the parties.

III. Rates and Charges.

- a. BBCP will pay BBTC fifty percent (50%) of the monthly recurring charges for the requested number of local trunk. A single trunk has two terminations. The NECA tariff charge for each termination is \$287.50. Therefore, the charge for a single trunk is \$575.00 ($\287.50×2). As the parties have agreed that BBCP will pay BBTC 50% of the monthly recurring charge, BBCP agrees to pay BBTC the NECA tariff rate in effect, which is currently \$287.50 per month per trunk, in advance.
- b. BBTC shall bill BBCP monthly. BBTC's monthly bill will include all flat rate monthly charges in advance.
- c. BBTC and BBCP agree that each is responsible for billing and collecting from its respective customers.
- d. This Agreement describes and depicts only those service arrangements not covered under BBTC's local tariff. BBTC will provide other telecommunications services in accordance with its local tariff and at those rates currently in effect.

IV. Proprietary Information.

During the term of this Agreement, the parties may, but shall not be obligated to, disclose information to each other that they consider proprietary or confidential. Without specific prior written consent, except by law or court order, neither party shall disclose to any third party, including any competitors of BBCP whether affiliated or unaffiliated with BBTC, 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.

V. Force Majeure.

The parties' performance under this Agreement shall be excused if such nonperformance is due to circumstances beyond the parties' reasonable control including, but not limited to, labor disputes, governmental disorders, equipment failure, inability or delay in securing equipment, civil commotion, acts of nature, weather disturbances or adverse weather conditions.

VI. Notices.

Except as otherwise provided in this Agreement, all notices required or permitted to be given shall be made by one of the following ways: (1) by mail; (2) by facsimile transmission ("fax"); or (3) by hand delivery.

- a. If notice is served by mail, the notice shall be made-by registered mail, return receipt requested, postage prepaid, in any post office in the United States, addressed as follows:

General Manager, BBTC, P.O. Box 259, King Salmon, Alaska 99613

Manager, BBCP, P.O. Box 456, King Salmon, Alaska 99613

- b. If notice is served by fax, then the telephone numbers to be used shall be:

BBTC: (907) 246-1115

BBCP: (907) 246-1110

Notice served by fax shall be effective upon receipt if delivery is accomplished before 4:00 p.m. local time during an ordinary business day, and shall be effective at the beginning of the next following business day if made at any time after 4:00 p.m. local time of a business day. By way of illustration, notice served by fax on a business day, Tuesday at 2:00 p.m. shall be effective upon receipt. Notice served by fax on Saturday night at 7:00 p.m. shall be effective at 9:00 a.m. on the following Monday, unless that Monday is a business holiday, in which event notice shall be effective at 9:00 a.m. on the next following business day.

If notice is served by hand-delivery, it shall be effective under the same basis as specified above with respect to notice served by fax.

VII. Term.

This Agreement shall continue in force for two (2) years from the Agreement's effective date as defined on page one (1), and thereafter remains in effect until terminated by six (6) months advance written notice from either party to the other.

VIII. 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.

IX. Termination.

- a. This Agreement may be terminated at any time as mutually agreed by the parties in writing.
- b. 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.
- c. This Agreement may also be terminated for nonpayment. The parties to this Agreement agree that this Agreement may be terminated by a party's failure to pay amounts due within thirty (30) days following the defaulting party's receipt of written notice of amounts due.
- d. 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, inability to pay debts as they mature, or has a trustee or receiver or officer of the court appointed to control or supervise all or any substantial part of its assets or business.

X. 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 its system is 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.

XI. Patents.

- a. With respect to claims of patent infringement made by third persons, BBCP shall defend, indemnify, protect and save harmless BBTC from and against all claims arising out of or based on the use of equipment or arrangements furnished under this Agreement by BBCP or its Customers.
- b. With respect to claims of patent infringement made by third persons, BBTC will defend, indemnify, protect and save harmless BBCP from and against all claims arising out of or based on the use by BBCP of channels, interconnection types or arrangements furnished by BBTC or its Customers under this Agreement.
- c. Neither party grants to the other any license under patents nor shall any be implied or arise by estoppels in either party's favor with respect to any circuit, apparatus, system or method used by the parties in connection with any channels, e interconnection types, or arrangements furnished under this Agreement. 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 or services under this Agreement gives 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.

XII. Allowance for Interruptions.

Credit for interruption and restoration of non-usage sensitive service will be made in accordance with BBTC's local tariff.

XIII. Miscellaneous.

- a. Tariffs. In the event that any of the services provided hereunder or the charges made therefore are currently subject, or at any time become subject, to any federal, state or local regulation or tariff, the terms and conditions of this Agreement 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.
- b. Nonwaiver. The occasion may arise when one party accommodates the other and accepts less than full compliance with one or more provisions of this Agreement. No such accommodation will, constitute a waiver by the party allowing that accommodation, nor will it obligate that party to grant any other accommodation in the future.
- c. Assignment. Any assignment by either party of any interest right, obligation or duty, in whole or in part, without the written consent of the other party shall be void, as qualified below. Such written consent shall not be unreasonably withheld or delayed. Either party may assign with written notification all or part of its rights and obligations to any legal entity that is a BBCP subsidiary or affiliate of that Party without consent. BBTC shall not, however, assign its interests under this Agreement to any legal entity that is a BBCP subsidiary or

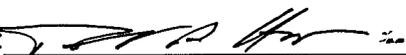
affiliate whose business includes providing landline local or landline interexchange telephone service in direct competition with BBCP. All obligations, duties and rights of any party under this Agreement shall be binding on all successors in interest and assigns of such party.

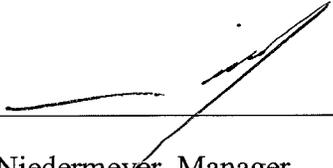
- d. Compliance with Laws. Nothing in this Agreement shall be deemed an admission by either party hereto that any provision of state or federal law has been complied with, nor shall such Agreement, or any portion thereof, be deemed a waiver of any rights or remedies that either party may have under state or federal law.
- e. Entire Agreement. This Agreement and all attachments and amendments embody the entire agreement of the parties. There are no other 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.
- f. Modifications. This Agreement shall only be amended, modified or changed in writing, 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.
- g. Severance. In the event a portion of this Agreement is held to be unenforceable or inapplicable, that portion shall be severed from the Agreement and the remainder shall continue in full force, provided, however, that if the severing of a provision makes this Agreement in its entirety impossible to perform, the Agreement shall be terminated.
- h. Construction. This Agreement shall not be construed either in favor or against either party, regardless of which party drafted the Agreement or specific language within the Agreement, both parties having been represented by legal counsel in the Agreement's negotiations.

IN WITNESS THEREOF, the undersigned have executed this Agreement.

Bristol Bay Telephone Inc.

Bristol Bay Cellular Partnership

By:  _____

By:  _____

Todd Hoppe, General Manager

Dennis Niedermeyer, Manager

Date: 9/15/08

Date: 9/15/08