



March 15, 2007

Mr. Timothy J. Duffy
Senior Vice President and CTO
Dobson Cellular Systems, Inc.
14201 Wireless Way
Oklahoma City, OK 73134

SUBJECT: Adoption Agreement

Dear Mr. Duffy:

Hill Country Telephone Cooperative, Inc. ("Hill Country") has received Dobson Cellular Systems, Inc.'s ("Dobson") request, pursuant to FTA Section 252(i), to adopt the Wireless Interconnection Agreement approved by the Public Utility Commission of Texas between Hill Country and Verizon Wireless¹ (the "Terms"). This letter shall confirm that Dobson has a copy of the Terms and that Hill Country and Dobson hereby agree to the adoption of the Terms subject to the following:

1. Dobson shall be substituted in place of Verizon Wireless wherever appropriate.
2. Notice to Dobson, as may be required under the Terms, shall be provided as follows:

To: Dobson Cellular Systems, Inc.
Timothy J. Duffy
Sr. Vice President and CTO
14201 Wireless Way
Oklahoma City, Oklahoma 73134

Copy: Leon M. Bloomfield
Wilson & Bloomfield, LLP
1901 Harrison St., Suite 1620
Oakland, California 94612

¹ *Joint Application of Hill Country Telephone Cooperative, Inc. and San Antonio MTA LP d/b/a Verizon Wireless for Approval of Wireless Interconnection and Reciprocal Compensation Agreement Under the Federal Telecommunications Act of 1996, Docket No. 25712, (May 15, 2002).*

3. Notice to Hill Country, as may be required under the Terms, shall be provided as follows:

To: Hill Country Telephone Cooperative, Inc.
Commercial Manager
220 Carolyn
P.O. Drawer D
Ingram, Texas 78025-0768

4. Dobson represents and warrants that it is licensed to provide telecommunications services in Hill Country's service area in the State of Texas and that its adoption of the Terms will be applicable to services provided in Hill Country's serving area.
5. Dobson's adoption of the Terms shall become effective upon the last signature date that both Parties have executed this adoption letter and shall be terminated in accordance with those terms.
6. As the Terms are being adopted by Dobson pursuant to Section 252(i) of the Act, Hill Country does not provide the Terms as either a voluntary or negotiated agreement. The filing and performance of Hill Country of the Terms does not in any way constitute a waiver by Hill Country of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Hill Country of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Dobson's Section 252(i) election.
7. For purposes of application of the intercarrier compensation mechanisms contained in the Terms, the Parties agree to utilize the following initial traffic factors as outlined in Attachment I – Billing and Exchange of Information, Section II.A:
 - a. Mobile to Land Traffic Factor: 80%
 - b. Land to Mobile Traffic Factor: 20%

Either Party may request to revise the traffic factors no more than once every twelve (12) months, based on the previous six (6) months average of actual usage. All such requests must be in writing and accompanied by the appropriate supporting data. Any revisions to the traffic factors that are subsequently agreed upon by the Parties per the request, or otherwise resolved pursuant to the Terms, will be effective as of the next billing cycle following the receipt of the request and the Parties agree to true up any payments made after the effective date of the revised factors to conform to those factors. In the event of a dispute regarding the revision(s), if any, to the traffic factors, the dispute will be resolved pursuant to the provisions of Section 19 of the Terms.

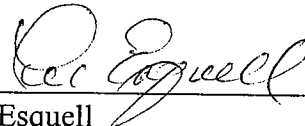
8. The Terms shall be subject to any and all applicable laws, rules, or regulations or changes therein that subsequently may be prescribed by any federal, state, or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or

regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. If within sixty (60) days of the effective date of such change, the Parties are unable to agree in writing upon mutually acceptable revisions to this agreement, either Party may pursue any remedies available to it at law, in equity or otherwise, including, but not limited to, instituting an appropriate proceeding before the Public Utility Commission of Texas, the Federal Communications Commission, or a court of competent jurisdiction.

9. The adoption of the Terms shall supercede and replace in full any and all prior agreements, written, and oral, between Dobson and Hill Country.
10. Hill Country's rights and obligations under 47 C.F.R. section 51.809(b) are not waived or otherwise compromised by Dobson's adoption of the Terms pursuant to this Adoption Agreement.
11. Should either Party attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, the other Party reserves its rights to seek appropriate legal and/or equitable relief.
12. The Parties acknowledge that Hill Country is entitled to assert that it is a Rural Telephone Company pursuant to 47 U.S.C. 153 and as provided for by 47 U.S.C. 251(f). By entering into this agreement, Hill Country is not waiving its right to maintain at any point during the term of this agreement that it is entitled to an exemption, suspension, or modification under 47 U.S.C. 251(f).

The undersigned hereby represent that they are authorized representatives of Hill Country and Dobson, as indicated below, and that in that capacity they agree to the adoption of the Terms as modified above.

Hill Country Telephone Cooperative, Inc.



Les Esquell
General Manager

Date: March 15, 2007

Dobson Cellular Systems, Inc.



Timothy J. Duffy
Senior Vice President and CTO

Date: 3-27-07