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September 1, 2004

Mr. Dale Hardy Roberts, Secretary
Missouri Public Service Commission
P. O. Box 360
Jefferson City, Missouri 65102

FILED²
SEP 01 2004
Missouri Public
Service Commission

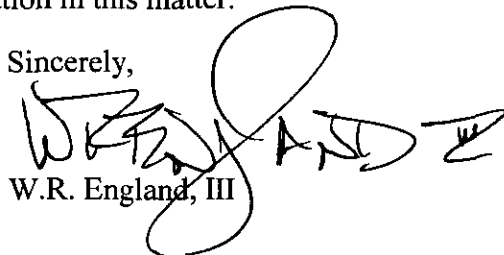
Re: Grand River Mutual Telephone Company

Dear Mr. Roberts:

Attached please find the First Amendment to the Wireless Interconnection Agreement between Grand River Mutual Telephone Corp. and Dobson Cellular Systems, Inc. For your reference, the original agreement was approved by the Commission in Case No. TO-2002-313 on February 15, 2002.

This amendment was executed on August 6, 2004 and is attached for filing with the Commission. If you have any questions regarding this amendment, please contact me at the above number. Otherwise, I thank you for your attention to and cooperation in this matter.

Sincerely,


W.R. England, III

WRE/da

Enclosure

cc: Office of Public Counsel
Mr. David Wilson
Mr. Rod Cotton

FILED²

SEP 01 2004

Missouri Public
Service Commission

**FIRST AMENDMENT TO WIRELESS
INTERCONNECTION
AGREEMENT**

BETWEEN

GRAND RIVER MUTUAL TELEPHONE CORPORATION

AND

DOBSON CELLULAR SYSTEMS, INC.

This First Amendment ("Amendment") to Interconnection/Compensation Agreement dated December 24, 2001("Agreement") is effective as of the 1st day of June, 2004 (the "Effective Date"), by and between Grand River Mutual Telephone Corporation ("GRMT") with offices at 1001 Kentucky Street, Princeton, MO 64673 and Dobson Cellular Systems, Inc. ("Dobson") with offices at 14201 Wireless Way, Oklahoma City, Oklahoma 73134.

As of the Effective Date, Section 4.3 of the Agreement shall be deemed to be replaced in its entirety by the following:

Transiting Traffic: As of the Effective Date, Dobson is authorized, where its customers have generated Local Traffic to GRMT numbers which are not served through end offices or host switches to which Dobson has established a direct connection pursuant to Sections 4.1 and 4.2 above, to deliver such traffic to GRMT by way of a third party tandem office which maintains a connection with GRMT.. Reciprocal compensation for traffic that is transited will be at the rate set forth in Attachment C.

Also as of the Effective Date, Attachment C will be deemed amended to include the following additional language:

*Traffic Transited by Dobson Through a Third Party Tandem Office:
\$.035/minute*

As of the Effective Date, a new Section 4.4 shall be added to the Agreement to state:

Attachment A lists GRMT numbers that are already accessed or which may be accessed by Dobson through the direct connections described in Sections 4.1 and 4.2. This list shall be supplemented by GRMT to the extent that it adds numbers to its inventory. Where Dobson wishes to add or delete direct connections to such numbers it may do so on written notice to GRMT. Where changes are made in direct connections the reciprocal compensation rate will be adjusted to the appropriate rate set forth in Attachment C.

Also as of the Effective Date, Section 5.1 of the Agreement will be deemed amended to state:

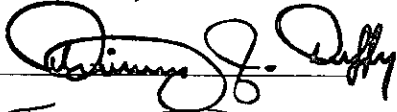
5.1 Traffic Subject to Reciprocal Compensation. Reciprocal Compensation is applicable for Transport and Termination of Local Traffic as defined in Section 1.14 to the extent that traffic is otherwise exchanged over the dedicated or transit facilities provided for hereunder and is traffic described

in Section 4. The rates for Reciprocal Compensation are described in Amended Attachment C to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of this 6th day of AUGUST, 2004.

Dobson Cellular Systems, Inc.

By: _____

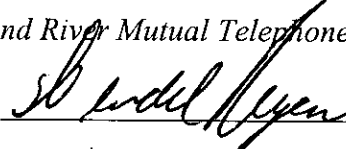


Printed: TIMOTHY J. DUFFY

Title: SR. V.P. AND C.T.O.

Grand River Mutual Telephone Corporation

By: _____



Printed: WENDEL MYERS

Title: GENERAL MANAGER

AMENDED 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:

Traffic exchanged on Type 1 interconnection facilities:

Recurring Charge:

Per minute-direct connected	\$0.0196
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Traffic exchanged on Type 2A facilities:

Not applicable at the present time

Traffic exchanged on Type 2B facilities:

Recurring Charge:

Per minute-direct connected	\$0.0196
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Traffic transited by Dobson through a

Third Party Tandem Office:

Recurring Charge:

Per minute-indirect connected	\$0.035
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