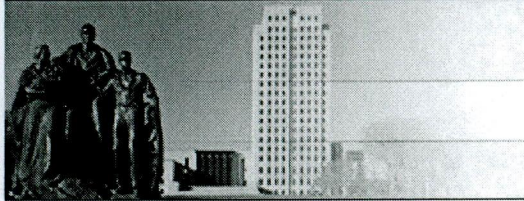


Your Gateway to North Dakota



SECRETARY OF STATE NORTH DAKOTA



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BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP

Partnership Details

System ID: 3782400 **Phone:** (800) 366-2360
Type: Limited Partnership
Status: Active & Good Standing
Original File Date: 06/30/1989 **Effective Date:** 06/30/1989
State of Origin: Colorado

Principal Office

180 WASHINGTON VALLEY RD
BEDMINSTER, NJ 07921-2120

Registered Agent

CORPORATION SERVICE COMPANY
316 N 5TH ST
PO BOX 1695
BISMARCK, ND 58502-1695
Established Date: Oct 29, 2001

Nature of Business

CELLULAR TELECOMMUNICATIONS

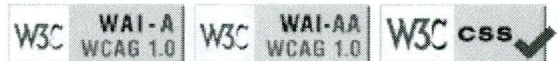
General/Managing Partners

BADLANDS CELLULAR, INC.
180 WASHINGTON VALLEY RD
BEDMINSTER, NJ 07921-2120

COMMNET CELLULAR INC.
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921-2120

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Public Service Commission

State of North Dakota

COMMISSIONERS

Tony Clark, President
Susan E. Wefald
Kevin Cramer

Executive Secretary
Illona A. Jeffcoat-Sacco

600 E. Boulevard Ave. Dept 408
Bismarck, North Dakota 58505-0480
web: www.psc.state.nd.us
e-mail: ndpsc@state.nd.us
TDD 800-366-6888
Fax 701-328-2410
Phone 701-328-2400

MEMORANDUM

To: All North Dakota Telecommunications Companies

From: Illona A. Jeffcoat-Sacco
Executive Secretary and Public Utilities Director

Re: New law regarding authorization to provide service

Date: 13 June 2005

The 2005 North Dakota Legislature passed House Bill 1156 relating to registration of telecommunications companies that are not incumbent companies. ***House Bill 1156 eliminates the requirement that a non-incumbent telecommunications company obtain a certificate of public convenience and necessity or a registration certificate from the Public Service Commission in order to be authorized to provide service in North Dakota.*** The purpose of this letter is to provide you ***early notice*** that a new authorization process, applicable to every non-incumbent telecommunications company wishing to do business in North Dakota, is now required by law.

Under the new law, in order to be authorized to provide service in the state, non-incumbent companies must register with the Commission before providing service or collecting payment for service in advance of providing the service for which payment was collected. The bond requirements are unchanged. If a company requires prepayments from customers, the company still must provide a bond or set up an escrow account.

House Bill 1156 becomes effective 1 August 2005. All companies must complete the new registration process, even if currently authorized to provide service. The new registration form will be online by the middle of July at www.psc.state.nd.us. We will notify you when the form is available.

If you have questions regarding the law or this new process, please contact the Public Service Commission at 701-328-2400.

49-03.1-09. Registration of telecommunications companies that are not incumbent telecommunications companies - Penalty.

1. Before providing service in this state or collecting payment for service in advance of providing the service for which payment was collected, a telecommunications company that is not an incumbent telecommunications company under chapter 49-21 shall register with the commission in a form satisfactory to the commission.
2. Registration must include, at a minimum, the following information, updated within fifteen days after any change:
 - a. The company's name, complete address, and telephone number;
 - b. All names under which the company does business;
 - c. All names under which the company has registered with the secretary of state;
 - d. The company's secretary of state system identification number;
 - e. The name, title, address, and telephone number of an authorized representative to whom the commission may make inquiries;
 - f. A toll-free telephone number to which consumer inquiries or complaints may be made; and
 - g. Whether the company has ever had its authority to provide service revoked, and if so, the date and jurisdiction of revocation.
3. As part of the registration process, the commission may require by rule the posting of a surety bond in an amount determined by the commission. In addition to any other penalties provided by law, a violation of this subsection or any rule or order under this subsection is a class C felony if the accumulated customer loss resulting from a violation is greater than five thousand dollars.
4. The commission may revoke a company's registration, after notice and hearing under chapter 28-32, for violation of any law, rule, or order of the commission.
5. A company's registration is void if the company is voluntarily dissolved, involuntarily dissolved, or forfeits its authority to transact business under state law. The registration of a company that is involuntarily dissolved or that forfeits its authority to transact business is void effective with the effective date of involuntary dissolution under subsection 7 of section 10-19.1-146 or forfeiture under subsection 8 of section 10-19.1-146.
6. If the commission finds an emergency exists that requires ex parte action, the commission may issue a cease and desist order without prior notice against a telecommunications company that the commission has reason to believe has not complied with this section and is requiring that customers pay for service in advance of receiving that service. The cease and desist order must be:

- a. Directed against the telecommunications company's advance payment requirements, not the company's provision of service to current customers;
 - b. Accompanied by service on the telecommunications company of a commission order opening an investigation or a formal complaint regarding the company's compliance with this section; and
 - c. Accompanied by service on the telecommunications company of a notice of opportunity to be heard on the cease and desist order within fifteen days of issuance of the cease and desist order.
7. Subsections 3 through 6 do not apply to a facilities-based company providing commercial mobile radio service, as defined in title 47, Code of Federal Regulations, part 20, section 20.3.



Public Service Commission
State of North Dakota

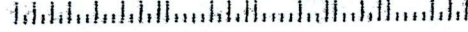
Official Mail 600 E BOULEVARD AVE DEPT 408
BISMARCK ND 58505-0480

ADDRESS SERVICE REQUESTED

*Remailed
these
6-27*

Badlands Cellular
5990 Greenwood Plaza Blvd Ste 300
Englewood CO 80111

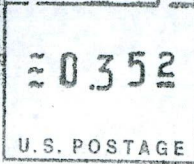
FXSYTME020480



RESURTEL
FIRST CLASS



PB METER
7143726



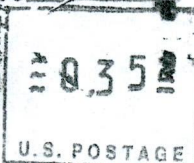
Public Service Commission
State of North Dakota

Official Mail 600 E BOULEVARD AVE DEPT 408
BISMARCK ND 58505-0480

RESURTEL
FIRST CLASS



PB METER
7143726



RUSSELL SARAZEN
BADLANDS CELLULAR OF NORTH DAKOTA
8350 E CRESCENT PKWY STE 400
ENGLEWOOD CO 80111

FXSYTME020480



PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Certificate of Registration

First Reissued Certificate Number 53

This is to certify that Badlands Cellular of North Dakota Limited Partnership is registered as a telecommunications reseller offering cellular services in North Dakota.

This certificate is issued in Case No. PU-1225-94-48, and is subject to the conditions and limitations noted in North Dakota Administrative Code, Sections 69-09-05-04 and 69-09-05-05.

Bismarck, North Dakota, February 17, 1994.

ATTEST:



Executive Secretary

PUBLIC SERVICE COMMISSION


By: _____
Commissioner

To: Secretary of State
State of North Dakota
Bismarck, ND 58505

Fee: \$75.00

File No. 1082LP
File on Exp. 30 June 1989
[Signature]
(Secretary of State)

Receipt No. 6384
Filed by [Signature]

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED PARTNERSHIP

Pursuant to the provisions of Chapter 45-10.1 of the North Dakota Century Code, the undersigned limited partnership hereby applies for registration as a foreign limited partnership in the State of North Dakota and for that purpose submits the following statement:

- The name of the foreign limited partnership is Badlands Cellular of North Dakota Limited Partnership, and the name under which it proposes to register and transact business in this state is Badlands Cellular of North Dakota Limited Partnership.
- The state of its formation is Colorado, and the date of its formation is: 10/14/88.
- The general character of the business it proposes to transact in this state is: Cellular Telephone Service.
- The name and address of the agent for service of process on the foreign limited partnership is: (a North Dakota resident, a North Dakota corporation, or a foreign corporation authorized to do business in, and having a place of business in North Dakota.)
CT Corporation System
314 E. Thayer Avenue - Bismarck, North Dakota 58501
- The secretary of state is appointed the agent of the foreign limited partnership for service of process if the agent's authority has been revoked or if the agent cannot be found or served with the exercise of reasonable diligence.
- The address of the principal office of the foreign limited partnership is: 5990 Greenwood Plaza Boulevard, Suite 300 Englewood, Colorado 80111.
- This application is accompanied by a certificate of identification, existence and status of the foreign limited partnership, duly certified by the proper officer of the state or country under the laws of which it is organized.

The undersigned, being a general partner, has read the foregoing application and knows the contents thereof and verily believes the statements made therein to be true.

Dated: 5/11
RECEIVED
MAY 26 1989

RECEIVED
JUN 19 1989
SEC. OF STATE
Badlands Cellular, Inc.
[Signature]



**LIMITED PARTNERSHIP OR
FOREIGN LIMITED PARTNERSHIP
REGISTRATION RENEWAL**
SECRETARY OF STATE
SFN 7864 (11-93)

SEE REVERSE SIDE FOR FEES, FILING AND MAILING INSTRUCTIONS

For reference, see North Dakota Century Code, Section 45-10.1-14.

2. The name of the Limited Partnership or Foreign Limited Partnership, its registered agent and registered office as registered with the Secretary of State.

BADLANDS CELLULAR OF NORTH DAKOTA LIMITED
PARTNERSHIP
CT CORPORATION SYSTEM
314 E. THAYER AVENUE
BISMARCK ND 58501

RECEIVED
JUN 20 1994
SEC. OF STATE

1082 LP
FOR OFFICE USE ONLY

ID #	3,782,400
Expiration of Current Registration	06-30-94
WO #	332066
Filed	6-30-94
Expiration	6-30-99
Approved By	[Signature]
Filed By	

1. FILING FEE \$40.00
Five Year Duration

3.A. State or County of Organization CO	3.B. Federal ID # 	3.C. Telephone # (303) 694-3234
--	---------------------------	--

4. The above named Limited Partnership or Foreign Limited Partnership is still in existence and continues to transact business in North Dakota.

5. The ID #(s) assigned to general partner(s) by the Secretary of State, the names of general partner(s), their Social Security/Federal ID # and the addresses of their principal places of business.

NAME	SOCIAL SECURITY/ FEDERAL ID #	COMPLETE ADDRESS			
		Street/RR	PO Box	City	State Zip Code
002548000 BADLANDS CELLULAR, INC.		5990 Greenwood Plaza Blvd., Suite 300		Englewood, Colorado	80111
CommNet Cellular Inc.		5990 Greenwood Plaza Blvd., Suite 300		Englewood, Colorado	80111

6. I (we), a (the) general partner(s), say that I (we) have read the foregoing registration, know the contents thereof, and believe the statements made thereon to be true.

BADLANDS CELLULAR, INC. _____
Signature Date
By: Thomas D. Flaherty 6-13-94
Signature Date
Thomas D. Flaherty, Secretary

Signature Date

COMMNET CELLULAR INC. _____
Signature Date
By: Thomas D. Flaherty 6-13-94
Signature Date
Thomas D. Flaherty, Vice President

Signature Date

3,782,400

RECEIVED

JUN 20 1994

SEC. OF STATE

AMENDMENT TO REGISTRATION
OF FOREIGN LIMITED PARTNERSHIP
OF
BADLANDS CELLULAR OF
NORTH DAKOTA LIMITED PARTNERSHIP

The undersigned, being one of the general partners of Badlands Cellular of North Dakota Limited Partnership (the "Partnership"), desires to amend the Registration of Foreign Limited Partnership of the Partnership as follows:

1. Amended to reflect the admission of CommNet Cellular Inc. as a General Partner.
2. The business address of CommNet Cellular Inc. is 5990 Greenwood Plaza Blvd., Ste. 300, Englewood, Colorado 80111.

Badlands Cellular, Inc.

By: Thomas D. Flaherty
Thomas D. Flaherty, Secretary

FILED 6-30 19 94

Annita J. Jaquez
SECRETARY OF STATE

ID# 3,782,400
1082 FLP

896563

CERTIFICATE OF AMENDMENT

OF

FOREIGN LIMITED PARTNERSHIP

RECEIVED

OCT 12 2001

SEC. OF STATE

To the Secretary of State
State of North Dakota

Pursuant to the provisions of Chapter 45-10.1 of the North Dakota Century Code, the undersigned, on behalf of the limited partnership named below, hereby certifies that:

1. The name of the limited partnership is

BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP

2. The state of its formation is Colorado, and the date of its formation is January 06, 1989.

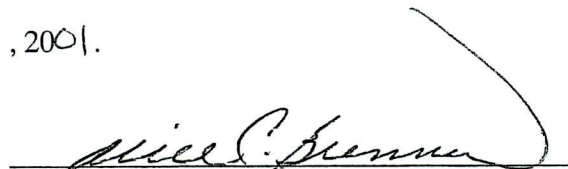
3. The foreign limited partnership's original Application for Registration was filed by the Secretary of State on June 30, 1989.

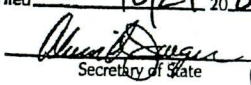

4. The statement(s) in the Application for Registration referring to the name and address of the agent for service of process are hereby amended to read as follows: The name and address of the agent for service of process on the foreign limited partnership are Corporation Service Company, 316 North Fifth Street, P.O. Box 1695, Bismarck, North Dakota 58502.

5. The address of the limited partnership's registered office and the address of the registered agent's business office, as listed in number 4 above, are identical.

6. The change of registered office or registered agent was authorized by resolution approved by the general partners of the limited partnership.

Signed on October 2, 2001.


Name: Alice C. Brennan
Capacity: Assistant Secretary
On behalf of: CommNet Cellular Inc.,
ITS Managing Agent

NORTH DAKOTA
Filed 10/29 2001

Secretary of State




**REGISTERED AGENT
CONSENT TO SERVE**
SECRETARY OF STATE
SFN 16812A (7974 + 16812) (5-00)

RECEIVED
OCT 12 2001
SEC. OF STATE

FOR OFFICE USE ONLY

ID #	3,782,400 FLP
File #	1082 FLP
WO #	896563
Filed	10/29/01 By KUD

SEE REVERSE SIDE FOR FILING AND MAILING INSTRUCTIONS

1. FILING FEE: \$10.00

TYPE OR PRINT LEGIBLY

2. Name of the organization for which the registered agent is to serve (corporation, limited liability company, limited liability partnership, limited partnership, limited liability limited partnership or real estate investment trust)
BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP

3. Name of the registered agent
Corporation Service Company

4. Registered agent is (Check one)
 An individual North Dakota resident
 A corporation
 A limited liability company
 A limited liability partnership

5. Federal ID # or social security # of registered agent

6. An individual appointed as registered agent must sign a consent to serve in that capacity. When a corporation, a limited liability company, or limited liability partnership is named as registered agent, an officer or someone authorized by the organization may sign on behalf of the corporation, limited liability company, or limited liability partnership.

"The undersigned, as the newly appointed registered agent, agrees to act as the registered agent for this organization until a change, or resignation, is submitted to the Secretary of State under the provisions of North Dakota law."

Corporation Service Company

By: Maureen Cullen / 10/11/2001
 Original signature of registered agent Date
 Maureen W. Cullen,
 Assistant Vice President

ESCROW AGREEMENT

THIS AGREEMENT, effective the 18th day of February, 1994, by and among the Bank Center One, 320 North Fourth, Bismarck, North Dakota 58502 ("Escrow Agent"), the North Dakota Public Service Commission, State Capitol, Bismarck, North, 58505 ("Commission"), and Badlands Cellular of North Dakota Limited Partnership ("Company") a Colorado limited partnership, authorized to do business in the State of North Dakota, whose address is 5990 Greenwood Plaza Boulevard., Suite 300, Englewood, Colorado 80111.

RECITALS

WHEREAS, the Company applied to the Commission for a certificate of registration as a reseller under North Dakota Century Code Chapter 49-21 and North Dakota Administrative Code Section 69-09-05-04, and has requested to deposit cash in an escrow account in lieu of obtaining a performance bond under North Dakota Administrative Code Section 69-09-05-04(2);

WHEREAS, the Company binds itself, its successors and assigns to the State of North Dakota in the penal sum of \$20,836.14;

WHEREAS, the Company has deposited \$20,836.14 in an escrow account; and

WHEREAS, the Commission has agreed that the interest accruing on said escrow account shall be paid to the Company;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. Escrow Agent hereby acknowledges receipt from the Company of funds in the amount of Twenty Thousand Eight Hundred Thirty-six and 14/100 Dollars (\$20,836.14) and agrees to deposit said funds in an account with the Escrow Agent. The funds deposited with the Escrow Agent, not including any interest earned thereon, are hereinafter referred to as the "Funds". All interest on the Funds shall be paid by the Escrow Agent to the Company.
2. Except as otherwise provided herein, the Escrow Agent shall not transfer or disburse any of the Funds without written instructions signed by the Commission.
3. The Commission may transfer or draw upon the Funds only in the event of failure of performance by the Company as required by North Dakota Administrative Code 69-09-05-04. The Escrow Agent shall allow the Commission to transfer or draw upon the Funds only with the written approval of the Company or pursuant to a valid court order.

4. The Commission's authority to transfer or draw on the Fund, as described in paragraph 3 above, terminated upon the replacement of the escrow deposit with a performance bond, or upon discharge of the obligations and release. The Commission shall notify Escrow Agent in writing of the termination of the Commission's authority with respect to the deposit. Upon termination of such authority of the Commission and pursuant to written instruction received from the Company, the Escrow Agent shall return the funds to the Company.
5. Except as otherwise provided in this Agreement, the Escrow Agent waives any rights it may have to the funds as a set-off to any obligations owed by the Company to the Escrow Agent.
6. The Escrow Agent shall pay directly to the Company interest payable on the Funds in the escrow account on the same date(s) such interest is due and payable, after deducting from such interest the costs and expenses provided for in Paragraph 7(d) hereof.
7. The Commission and the Company acknowledge to Escrow Agent that:
 - a. The duties of Escrow Agent are only as herein provided. The Escrow Agent shall not be liable for any action it may take or fail to take as Escrow Agent while its conduct is in good faith and in the exercise of its own best judgment or upon the advise of its counsel.
 - b. In the performance of its duties hereunder, Escrow Agent shall be entitled to rely upon any document, instrument or signature believed by it to be genuine and signed by the Commission, an officer of the Company, or their respective successors or assigns.
 - c. Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement, unless the same is in writing, and signed by the Commission and an authorized officer of the Company, and acknowledged by the Escrow Agent.
 - d. The Company shall bear all applicable costs and reasonable expenses assessed and incurred by Escrow Agent. Escrow Agent shall be reimbursed for such costs and expenses by deducting the same from the interest due to the Company prior to paying the interest to the Company.

8. Any written notices required or permitted to be given under this Agreement shall be deemed to be given upon deposit in the United States mail, or with an express mail service, addressed to the appropriate party or parties at the following addresses:

North Dakota Public Service Commission
State Capitol Bldg
600 East Boulevard Avenue
Bismarck, North Dakota 58505

Bank Center One
320 North Fourth
Bismarck, North Dakota 58502

Badlands Cellular of North Dakota Limited Partnership
& Cellular Inc., General Partner
5990 Greenwood Plaza Boulevard., Suite 300
Englewood, Colorado 80111

9. This Agreement shall terminate upon termination of the Commission's authority with respect to the obligations secured by the deposit and the return to the Company of the Funds or balance of Funds then remaining and the payment to the Company of all interest on the Funds which is due and payable.
10. This Agreement may be executed in any number of identical counterparts, each of which, when executed and delivered by the parties hereto, shall be considered to be an original, but all of which shall collectively constitute one and the same instrument.
11. This Agreement, together with Registration Certificate No. 53, constitutes the entire Agreement between the parties.
12. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of North Dakota.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective the day and year first above written.

Dated: 2-18-94

NORTH DAKOTA PUBLIC SERVICE COMMISSION

By: Leo M. Reinbold
Leo M. Reinbold, President

By: Bruce Hagen
Bruce Hagen, Commissioner

By: Susan E. Wefald
Susan E. Wefald, Commissioner

Dated: 1-20-94

BADLANDS CELLULAR OF NORTH DAKOTA
LIMITED PARTNERSHIP

By: BADLANDS CELLULAR, INC., a general partner

By: Thomas D. Flaherty
Thomas D. Flaherty, Secretary

Dated: 1-31-94

BANK CENTER ONE

By: [Signature]
Its: EVU

3327/mw

3782400
BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP
5990 GREENWOOD PLAZA BLVD #300
ENGLEWOOD CO 80111-4704

Code PSC
Type TELECOMMUNICATIONS COMPANIES
Type of change PARTNERSHIP AGENT

Old Name
CT CORPORATION SYSTEM
314 E THAYER AVE
BISMARCK ND 58501-4018

New Name
CT CORPORATION SYSTEM
314 E THAYER AVE
BISMARCK ND 58501-4018

*Same
as previous page*

82351
5/19/99
3782400

3782400

BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP
5990 GREENWOOD PLAZA BLVD #300
ENGLEWOOD CO 80111-4704

Code PSC

Type TELECOMMUNICATIONS COMPANIES

Type of change PARTNERSHIP AGENT

Old Name

CT CORPORATION SYSTEM
314 E THAYER AVE
BISMARCK ND 58501-4018

New Name

CT CORPORATION SYSTEM
314 E THAYER AVE
BISMARCK ND 58501-4018

82351

5/19/99

3782400

NORTH DAKOTA PUBLIC SERVICE COMMISSION
 CORPORATE NAME DATABASE FROM THE OFFICE OF THE SECRETARY OF STATE

Generated February 21, 1997 at 1:37 PM

END RURAL ELECTRIC POWER COOPERATIVES
 TELECOMMUNICATIONS COMPANIES

CURRENT BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP
 ENGLEWOOD CO 80111

TYPE OF CHANGE	DATE	TIME	
PARTNERSHIP AGENT	970204	160200	OLD CT CORPORATION SYSTEM BISMARCK ND 58501-4018 OLD SS# 000000000
			NEW CT CORPORATION SYSTEM BISMARCK ND 58501-4018 NEW SS# 000000000

TYPE OF CHANGE	DATE	TIME	
PARTNERSHIP AGENT	970204	160204	OLD CT CORPORATION SYSTEM BISMARCK ND 58501-4018 OLD SS# 000000000
			NEW CT CORPORATION SYSTEM BISMARCK ND 58501-4018 NEW SS# 000000000

TYPE OF CHANGE	DATE	TIME	
DELETED PARTNER	970204	160201	OLD
			NEW JOHNSON LUMBER AND HARDWARE, INCORPORAT HAZEN ND 58545-4223 NEW SS# 000000000

TYPE OF CHANGE	DATE	TIME	
ADDED PARTNER	970204	160204	OLD
			NEW BADLANDS CELLULAR, INC. ENGLEWOOD CO 80111-4736 NEW SS# 000000000

=====
 CURRENT BLLV INC. OF MINOT
 MINOT ND 58702-1966

TYPE OF CHANGE	DATE	TIME	
CHANGE OF NAME	960807	105122	OLD MIDCOM, INC. BISMARCK ND 58502
			NEW BLLV INC. OF MINOT MINOT ND 58702-1966

Temporary name

CLASSIFICATION TELECOMMUNICATIONS COMPANIES



Public Service Commission
State of North Dakota

COMMISSIONERS

Susan E. Wefald
President
Bruce Hagen
Leo M. Reinbold

March 21, 1996

600 E. Boulevard
Bismarck, North Dakota 58505-0480
Phone 701-328-2400
Toll Free in ND 800-932-2400
FAX 701-328-2410
TDD Relay 800-366-6888

Executive Secretary
Jon H. Mielke

Bank Center One
320 N 4th
Bismarck ND 58502

RE: Badlands Cellular of North Dakota Limited Partnership Escrow Account

On January 31, 1994, an escrow account was established for Badlands Cellular of North Dakota Limited Partnership under N.D. Admin. Code 69-09-05-04.2b (2) which requires cellular companies to establish an escrow account. N.D. Admin. Code 69-09-05-04.2b (3) waives the escrow account requirement for any company that has provided cellular services in North Dakota for one year without a formal complaint filed against it.

On March 1, 1996, the commission received a letter from CommNet Cellular requesting waiver of the requirement under N.D. Admin. Code 69-09-05-04.2b (2) for Badlands Cellular of North Dakota Limited Partnership.

The commission acknowledges that under the waiver provision, Badlands Cellular of North Dakota Limited Partnership no longer needs an escrow account to provide service in North Dakota; therefore, the commission's authority over the escrow deposit has terminated and the funds should be returned to the company. A copy of the Escrow Agreement is enclosed.

If you have any questions, please contact me at 701-328-2407.

Sincerely,

Illona A. Jeffcoat-Sacco, Director
Public Utilities Division

sdh

Enclosures

c: Joy Robertson, CommNet Cellular



Public Service Commission
State of North Dakota

COMMISSIONERS

Susan E. Wefald
President
Bruce Hagen
Leo M. Reinbold

600 E. Boulevard
Bismarck, North Dakota 58505-0480
Phone 701-328-2400
Toll Free in ND 800-932-2400
FAX 701-328-2410
TDD Relay 800-366-6888
Executive Secretary
Jon H. Mielke

March 21, 1996

Joy Robertson
CommNet Cellular, Inc.
P O Box 6606
Englewood, CO 80155-6606

Dear Ms. Robertson:

On March 20, 1996, the commission acknowledged that under waiver provision it no longer has authority over the escrow deposits of Northwest Dakota Cellular of North Dakota Limited Partnership, North Central RSA 2 of North Dakota Limited Partnership, Badlands Cellular of North Dakota Limited Partnership, North Dakota 5 - Kidder Limited Partnership, and Bismarck MSA Limited Partnership, and notified the escrow agents (copies of those letters are enclosed).

If you have any questions concerning this action, let us know.

Sincerely,

Sharon Helbling
Public Utilities Division

sdh

Enclosures

UNITED STATES OF AMERICA
 FEDERAL COMMUNICATIONS COMMISSION
 WASHINGTON, D. C. 20554

CONSENT TO ASSIGNMENT OF COMMON CARRIER RADIO STATION CONSTRUCTION PERMIT OR LICENSE

From (Assignor): US WEST NEWVECTOR GROUP, INC. 3990 161ST. AVENUE, SE BELLEVUE, WA. 98008-1329		To (Assignee): BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP 5990 GREENWOOD PLAZA BLVD., STE. 300 ENGLEWOOD, CO 80111	
Nature of Service: DOMESTIC PUBLIC CELLULAR RADIO TELECOMMUNICATIONS SERVICES		Class of Station: CELLULAR	
Call Sign(s)	in Various Locations in the State(s) of		Authorization Number(s)
KNKN481	0583 B-1 NORTH DAKOTA 4 - MCKENZIE		

Under authority of the Communications Act of 1934, the consent of the Federal Communications Commission is hereby granted to the assignment of the above described authorization from the above named assignor to the above named assignee.

The Commission's consent to said assignment is based on the representations made by the assignor and/or assignee that the statements contained in, or made in connection with, the application are true and that the undertakings of the parties upon which this assignment is authorized will be carried out in good faith.

The actual assignment of the authorization(s), including delivery of said authorization(s) to the assignee, shall be completed within 45 days from the date hereof; and notice in letter form thereof shall forthwith be furnished the Commission by the assignee showing when the acts necessary to give effect to the assignment have been completed. Upon furnishing the Commission with such written notice, assignee is authorized to begin the construction or operation of the station in accordance with all the terms and conditions of said authorization(s). This consent shall not authorize the construction nor operation of said station by assignee unless and until such notification has been forwarded to the Commission.

It is hereby directed that this consent, when effective, be attached to the above-described authorization(s), posted as required by the Commission's Rules and Regulations.

GRANT DATE: MAY 14, 1993

DATE OF ISSUE: MAY 25, 1993

FEDERAL
 COMMUNICATIONS
 COMMISSION



GUN

NORTH DAKOTA PUBLIC SERVICE COMMISSION
CORPORATE NAME DATABASE FROM THE OFFICE OF THE SECRETARY OF STATE

Generated August 1, 1994 at 9:22 AM

END GRAIN ELEVATOR COMPANY
TELECOMMUNICATIONS COMPANIES

CURRENT **BADLANDS CELLULAR** OF NORTH DAKOTA LIMITED PARTNERSHIP
ENGLEWOOD CO 80111

TYPE OF CHANGE	DATE	TIME	
ADDED PARTNER	940630	112513	OLD
			NEW

CURRENT CENTRAL DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP
ENGLEWOOD CO 80111

TYPE OF CHANGE	DATE	TIME	
ADDED PARTNER	940630	103554	OLD
			NEW

CURRENT COMMUNICATIONS GATEWAY NETWORK, INC.
IRVING TX 75039

TYPE OF CHANGE	DATE	TIME	
STATUS	940623	160825	OLD NOT GOOD STANDINGS
			NEW ACTIVE

CURRENT COMPUTER INTEGRATED COMMUNICATIONS, INC.
POTOMAC MD 20854

TYPE OF CHANGE	DATE	TIME	
STATUS	940706	220306	OLD ACTIVE
			NEW NOT GOOD STANDINGS

CLASSIFICATION TELECOMMUNICATIONS COMPANIES

Page Number: 3

COMMNET CELLULAR Inc.™

Via Regular Mail

May 12, 1994



Mr. Patrick Fahn
Engineer
North Dakota Public Service Commission
State Capitol Building, 12th Floor
Bismarck, North Dakota 58505

Ref: Company Name Change

Dear Mr. Fahn:

Effective March 1, 1994, Cellular, Inc. changed its corporate and trade name to CommNet Cellular Inc. The new name, CommNet Cellular Inc., combines the brand equity established through its CommNet 2000 service mark together with the reputation of the Cellular, Inc. corporate name within the cellular industry and the financial community.

CommNet Cellular Inc., maintains the distinction of being a major cellular provider to rural areas from the Mountains to the Plains. In the state of North Dakota, CommNet Cellular Inc. serves as the managing agent for the following cellular markets and licenses:

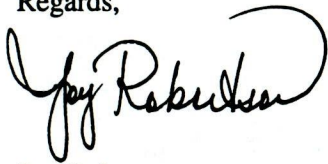
NORTH DAKOTA	BISMARCK MSA LIMITED PARTNERSHIP	RSA NO. 298(B)
NORTH DAKOTA-1	NORTHWEST DAKOTA CELLULAR OF N. D. LIMITED PARTNERSHIP	RSA NO. 580(B)
NORTH DAKOTA-2	NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP	RSA NO. 581(B)
NORTH DAKOTA-4	BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP	RSA NO. 583(B)
NORTH DAKOTA-5	KIDDER LIMITED PARTNERSHIP	RSA NO. 584(B)

Mr. Patrick Fahn
Page 2

The company's corporate office is located in Englewood, Colorado. Please direct any inquiries to:

Ms. Joy Robertson
CommNet Cellular Inc.
5990 Greenwood Plaza Blvd., Suite 300
Englewood, Colorado 80111
(303) 694-3234

Regards,



Joy Robertson
Director
Regulatory Affairs

JR/vc

State of North Dakota



CERTIFICATE OF FACT

OF

BADLANDS CELLULAR OF NORTH DAKOTA LIMITED
PARTNERSHIP

The undersigned, as Secretary of State of the
State of North Dakota, hereby certifies that

BADLANDS CELLULAR OF NORTH DAKOTA LIMITED
PARTNERSHIP

is a Colorado limited partnership which registered
with this office on June 30, 1989. That
registration shall remain in force until June 30,
1994, unless cancelled.

Dated: December 1, 1993

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

To: Secretary of State
State of North Dakota
Bismarck, ND 58505

Fee: \$75.00

File No. 1082LP
File on Exp. 30 June 89, 19 94
[Signature]
(Secretary of State)

Receipt No. 6384
Filed by [Signature]

APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED PARTNERSHIP

Pursuant to the provisions of Chapter 45-10.1 of the North Dakota Century Code, the undersigned limited partnership hereby applies for registration as a foreign limited partnership in the State of North Dakota and for that purpose submits the following statement:

- The name of the foreign limited partnership is Badlands Cellular of North Dakota Limited Partnership, and, the name under which it proposes to register and transact business in this state is Badlands Cellular of North Dakota Limited Partnership.
- The state of its formation is Colorado, and the date of its formation is: 10/14/88.
- The general character of the business it proposes to transact in this state is: Cellular Telephone Service.
- The name and address of the agent for service of process on the foreign limited partnership is: (a North Dakota resident, a North Dakota corporation, or a foreign corporation authorized to do business in, and having a place of business in North Dakota.) CT Corporation System
314 E. Thayer Avenue Bismarck, North Dakota 58501
- The secretary of state is appointed the agent of the foreign limited partnership for service of process if the agent's authority has been revoked or if the agent cannot be found or served with the exercise of reasonable diligence.
- The address of the principal office of the foreign limited partnership is: 5990 Greenwood Plaza Boulevard, Suite 300 Englewood, Colorado 80111.
- This application is accompanied by a certificate of identification, existence and status of the foreign limited partnership, duly certified by the proper officer of the state or country under the laws of which it is organized.

The undersigned, being a general partner, has read the foregoing application and knows the contents hereof and verily believes the statements made therein to be true.

Dated: 5/11
RECEIVED
MAY 26 1989

RECEIVED
JUN 19 1989
SEC. OF STATE
Badlands Cellular, Inc.
[Signature]



STATE OF NORTH DAKOTA
Office of Secretary of State

I hereby certify that this is a true and correct copy, consisting of 1 pages, as taken from the original on file in this office. Originality of this certification can be determined by the color red.

A handwritten signature in red ink, appearing to read "Alvin A. Jaeger".

DATED: 12-1-93

BY: [Signature]

Alvin A. Jaeger
SECRETARY OF STATE

AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

THIS AMENDMENT, is to be effective this 15th day of JUNE, 1989, by and between Badlands Cellular, Inc., a North Dakota corporation (the "General Partner"), and Cable & Communications Corp., a Montana corporation and Cellular, Inc., a Colorado corporation (the "Limited Partners").

PRELIMINARY STATEMENT. The General Partner and the Limited Partners have entered into that certain Agreement of Limited Partnership dated October 14, 1988 [as amended December 12, 1988] (the "Partnership Agreement") relating to the formation of Badlands Cellular of North Dakota Limited Partnership (formerly Badlands Cellular Co.), a Colorado limited partnership (the "Partnership"). The General Partner and the Limited Partners desire to amend the terms of the Partnership Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Partners agree to delete paragraphs 8.2 and 8.3 of the Partnership Agreement, and replace them, in their entirety, with the following:

8.2 Transfer By General Partner:

(a) During the period from the commencement of the Partnership to the date the Partnership is issued a permit to provide Cellular telephone services, a General Partner may not assign and/or transfer all or any part of its Interest in the Partnership. After the Partnership is issued a permit, if ever, a General Partner may assign and/or transfer all or any part of its Interest in the Partnership only with the written consent of all other Partners. If a General Partner has received a bona fide third-party offer for the purchase of its Interest in the Partnership ("Partnership Interest"), such General Partner shall send a notice offering to sell its entire Partnership Interest to all other Partners, in proportion to their Interests in the Partnership. The notice shall set forth the General Partner's offer of the Partnership Interest, the name and address of the prospective purchaser, and a copy of the prospective purchaser's offer to purchase, which shall include the purchase terms and conditions of the proposed sale. For thirty (30) days after the mailing of the notice, all other Partners shall have the right to purchase the Partnership Interest for the price, terms and conditions set forth in the third-party offer, in proportion to their Interests in the Partnership. In the event any nonselling Partner rejects, or fails to timely exercise, its right to purchase such prorata share of the Partnership Interest, such share shall be offered for sale for ten (10) days to all other nonselling Partners, in proportion to their Partnership Interests. The date for the closing of the purchase shall be thirty (30) days after the expiration of the 30-day option period or 30 days after receipt of the last regulatory approval required to complete the transaction, whichever is later. If the offer to sell the Partnership Interest is not accepted by any of the other Partners and the nonselling Partners do not consent to the transfer of the Partnership Interest to the third party, the Partnership Interests of all Partners, or alternatively, the assets of the Partnership, shall be sold to a third party.

(b) Any successor or transferee of a General Partner hereunder shall be bound by the provisions of this Agreement. Any assignee who is not a Partner at the time of the assignment shall be entitled to the allocations and distributions attributable to the interest assigned to it and to transfer and assign such interest in accordance with the terms of this Agreement; provided, however, such assignee shall not be entitled to the other rights of a General Partner until it becomes a substitute General Partner.

8.3 Transfer by Limited Partner:

(a) Generally, a Limited Partner may assign and transfer all or any part of such Limited Partner's interest in the Partnership only with the written consent of the General Partners. If the Limited Partner has received a bona fide third-party offer for the purchase of its interest in the Partnership ("Partnership Interest"), the Limited Partner shall send a notice offering to sell its entire Partnership Interest to the General Partners, in proportion to their Interests in the Partnership. The notice shall set forth the Limited Partner's offer of the Partnership Interest, the name and address of the prospective purchaser, and a copy of the prospective purchaser's offer to purchase, which include the purchase terms and conditions of the proposed sale. For thirty (30) days after the mailing of the notice, the General Partners shall have the right to purchase the Partnership Interest for the price, terms and conditions set forth in the third-party offer, in proportion to their Interests in the Partnership. In the event any nonselling General Partner rejects, or fails to timely exercise, its right to purchase such prorata share of the Partnership Interest, such share shall be offered for sale for ten (10) days to all other nonselling Partners, in proportion to their Partnership Interests. The date for closing of the purchase shall be thirty (30) days after the expiration of the 30-day option period. If the offer to sell the Partnership Interest is not accepted by either of the General Partners and the General Partners do not consent to the transfer of the Partnership Interest to the third party, the Partnership Interests of all Partners, or alternatively, the assets of the Partnership, shall be sold to a third party.

(b) Any successor or transferee of a Limited Partner hereunder shall be bound by the provisions of this Agreement. Any assignee who is not a Partner at the time of the assignment shall be entitled to the allocations and distributions attributable to the interest assigned to it and to transfer and assign such interest in accordance with the terms of this Agreement; provided, however, such assignee shall not be entitled to the other rights of a Limited Partner until it becomes a substitute Limited Partner.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and year first above written.

GENERAL PARTNER:

Badlands Cellular, Inc.

By: Alfred Brown
Its: _____

LIMITED PARTNER:

Cellular, Inc.

By: Michael A. Roberts
Its: _____

LIMITED PARTNER:

Cable & Communications Corp.

By: _____
Its: _____

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and year first above written.

GENERAL PARTNER:

Badlands Cellular, Inc.

By: _____

Its: _____

LIMITED PARTNER:

Cellular, Inc.

By: _____

Its: _____

LIMITED PARTNER:

Cable & Communications Corp.

x By: *Gerry Anderson*

Its: *Gen Mgr*

100-21

AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

THIS AMENDMENT is made as of the 15th day of JUNE, 1989, by and between Badlands Cellular, Inc., a North Dakota corporation (the "General Partner"); Cable & Communications Corp., a Montana corporation ("CCC") and Cellular, Inc., a Colorado corporation (Cellular, Inc. and CCC shall be collectively referred to as the "Limited Partners").

PRELIMINARY STATEMENT. The General Partner and the Limited Partners have entered into that certain Agreement of Limited Partnership dated October 14, 1988 [as amended December 12, 1988] (the "Partnership Agreement") relating to the formation of Badlands Cellular of North Dakota Limited Partnership (formerly Badlands Cellular Co.), a Colorado limited partnership (the "Partnership"). The General Partner and the Limited Partners desire to amend the terms of the Partnership Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Partnership Agreement is hereby amended as follows:

1. The General Partner hereby grants Cellular, Inc. the right, at the sole option of Cellular, Inc. after the construction permit is issued to the Licensee Partnership in which that Partnership is the General Partner, to convert a 46.55% interest in the Partnership held by Cellular, Inc. (the "Partnership Interest") from a limited to a general partnership Interest.

2. In the event Cellular, Inc. elects to exercise the option granted by paragraph 1 hereof, Cellular, Inc. shall give written notice to the General Partner of its exercise converting into a general partnership Interest and Cellular, Inc. shall be admitted as a general partner of the Partnership upon the date of such notice (to be effective for all purposes, at the election of Cellular, Inc., as of the date of the grant of the Construction Permit referred to in paragraph 1 of this Amendment) without the necessity of further action by any party hereto.

3. In the event Cellular, Inc. elects to exercise the right contained in paragraph 1 of this Amendment, all action required or permitted by the Partnership Agreement to be taken by action of the General Partner shall only be taken upon the affirmative vote of a majority of the outstanding general partnership Interests as determined by the Partners' respective Capital Contributions.

4. In the event Cellular, Inc. elects to exercise the right contained in paragraph 1 of this Amendment, the Partnership shall apply the entire \$46.55 initial Limited Partner Capital Contribution paid by Cellular, Inc. to its initial Capital Contribution of its new General Partner Interest. In that event, and for all purposes of the Partnership Agreement unless modified pursuant to the provisions of the Partnership Agreement, CCC shall be the only remaining Limited Partner.

5. Each of the parties agree to execute and file an amendment to the Certificate of Limited Partnership of the Partnership and such further documents and instruments as shall be necessary and appropriate to effectuate this Amendment.

6. If the consummation of any transactions contemplated by this Amendment requires the prior consent of the Federal Communications Commission, then such transactions shall not take place until such consent has been obtained, and the parties shall use their best efforts to obtain such consent.

7. This Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and year first above written.

GENERAL PARTNER:

Badlands Cellular, Inc.

By: Alfred Perry
Its: _____

LIMITED PARTNER:

Cellular, Inc.

By: William A. Roberts
Its: Vice President, External Affairs

LIMITED PARTNER:

Cable & Communications Corp.

By: _____
Its: _____

5. Each of the parties agree to execute and file an amendment to the Certificate of Limited Partnership of the Partnership and such further documents and instruments as shall be necessary and appropriate to effectuate this Amendment.

6. If the consummation of any transactions contemplated by this Amendment requires the prior consent of the Federal Communications Commission, then such transactions shall not take place until such consent has been obtained, and the parties shall use their best efforts to obtain such consent.

7. This Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date and year first above written.

GENERAL PARTNER:

Badlands Cellular, Inc.

By: _____
Its: _____

LIMITED PARTNER:

Cellular, Inc.

By: _____
Its: Vice President, External Affairs

LIMITED PARTNER:

Cable & Communications Corp.

X By: *Gerry Anderson*
Its: *Gen Mgr*

AMENDMENT OF
AGREEMENT OF LIMITED PARTNERSHIP
OF
BADLANDS CELLULAR CO.

This 12th day of December, 1988, the undersigned, all of the general and limited partners of the Agreement of Limited Partnership dated October 14, 1988 (the "Agreement"), effective this date, hereby agree, in order to effectuate the requirements of the Colorado Corporation Code, to change the name of the partnership by amending the Agreement as follows:

Section 1.2 of Article I shall be deleted and replaced, in its entirety, by the following:

1.2 **Partnership Name:** The name of the partnership is Badlands Cellular of North Dakota Limited Partnership.

In all other respects, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by all partners of the partnership, as of the day and year first above written.

Badlands Cellular, Inc.,
General Partner

By: Albert R. Grosz
Albert R. Grosz, President

Cellular, Inc., Limited Partner

By: Arnold Pohs
Arnold Pohs, Chief Operating
Officer

Cable and Communications Corporation
Limited Partner

By: _____
Gerald Anderson

AMENDMENT OF
AGREEMENT OF LIMITED PARTNERSHIP
OF
BADLANDS CELLULAR CO.

This 12th day of December, 1988, the undersigned, all of the general and limited partners of the Agreement of Limited Partnership dated October 14, 1988 (the "Agreement"), effective this date, hereby agree, in order to effectuate the requirements of the Colorado Corporation Code, to change the name of the partnership by amending the Agreement as follows:

Section 1.2 of Article I shall be deleted and replaced, in its entirety, by the following:

1.2 Partnership Name: The name of the partnership is Badlands Cellular of North Dakota Limited Partnership.

In all other respects, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by all partners of the partnership, as of the day and year first above written.

Badlands Cellular, Inc.,
General Partner

By: Albert R. Grosz
Albert R. Grosz, President

Cellular, Inc., Limited Partner

By: Arnold Pohs
Arnold Pohs, Chief Operating
Officer

Cable and Communications Corporation
Limited Partner

By: Gerald Anderson
Gerald Anderson

AGREEMENT OF LIMITED PARTNERSHIP

OF

BADLANDS CELLULAR CO.

This Agreement of Limited Partnership dated October 14, 1988, is by and between Badlands Cellular, Inc., a North Dakota corporation, as the General Partner, Cable and Communications Corporation, a Montana corporation, and Cellular, Inc., a Colorado corporation, as the Limited Partner. Capitalized terms used herein are defined in Article II.

ARTICLE I

Formation of Limited Partnership

1.1 **Formation:** The General Partner and the Limited Partner hereby form a limited partnership pursuant to the Colorado Uniform Limited Partnership Act of 1981, as amended.

1.2 **Partnership Name:** The name of the Partnership is Badlands Cellular Co.

1.3 **Partnership Offices:** The principal place of business of the Partnership shall be 5990 Greenwood Plaza Boulevard, Suite 131, Englewood, Colorado 80111-4708. The General Partner may from time to time change the principal place of business, and also may establish additional places of business. In the event of any change in the principal place of business, the General Partner shall notify the Limited Partner in writing within 30 days prior to the effective date of such change.

1.4 **Registered Agent:** The name and address of the registered agent of the Partnership for service of process in the State of Colorado is Cellular Inc., Orchard Place IV, Suite 131, 5990 Greenwood Plaza Boulevard, Englewood, Colorado 80111. The General Partner hereby designates such registered agent of the Partnership, and any successor registered agent, as its personal registered agent and attorney upon whom may be served any process, notice or demand served which arises out of the conduct of the business and affairs of the Partnership and which is required or permitted by law to be served upon the General Partner.

1.5 **Purpose and Authority of Partnership:** The principal purpose and character of business of the Partnership shall be to engage in all aspects of the cellular telephone business in the RSA, including the provision of cellular telephone service. The Partnership may engage in additional activities necessary or appropriate to accomplish, or which are incidental to, the foregoing purposes.

1.6 **Term of Partnership:** The Partnership shall commence upon the date first above written and shall terminate upon the dissolution of the Partnership by act of the Partners, by operation of law, or as otherwise provided in this Agreement.

1.7 **Filings:** The Certificate of Limited Partnership shall be filed in the office of the Secretary of State of the State of Colorado as soon as practicable. The General Partner and the Limited Partner, where necessary and acting directly or through an attorney-in-fact, shall execute and file such further documents and take such further actions as may be appropriate to comply with the requirements of law for the formation and operation of a limited partnership in all other counties, states and other jurisdictions where the Partnership elects to do business. In addition, as deemed necessary by the General Partner, the General Partner and the Limited Partner, where necessary and acting directly or through an attorney-in-fact, shall sign, acknowledge and file any trade name affidavits and any other notices, certificates, statements or other instruments required by any provision of law governing the formation of the Partnership or the conduct of its business.

ARTICLE II

Defined Terms

"Act" shall mean the Colorado Uniform Limited Partnership Act of 1981, as amended to date and as amended in the future.

"Affiliate" shall mean (a) any Person directly or indirectly owning, controlling, or holding with power to vote 80% or more of the outstanding voting securities of the General Partner or its shareholders; (b) any Person 80% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote by the General Partner or its shareholders; (c) any Person directly or indirectly controlling, controlled by, or under common control with the General Partner or its shareholders; (d) any partnership of which the General Partner or its shareholders is a general or managing partner; and (e) any officer, director or shareholder of the General Partner or its shareholders.

"Agreement" and "Partnership Agreement" shall mean this Agreement of Limited Partnership, as originally executed and as amended from time to time, as the context requires.

"Capital Account" shall mean the account established and maintained for each Partner in accordance with the provisions of Section 6.1.

"Capital Contribution" shall mean the total amount of money or other property contributed to the Partnership by such Partner.

"Cash Expenses" shall mean, with respect to any fiscal period of the Partnership, all the costs and expenses of any type paid during such period by the Partnership, in connection with the operation of the Partnership, including without limitation, taxes (or payments in lieu thereof), the cost of operations, costs of audits, tax returns, legal and accounting advice, interest on debt, and the funding of reserves related to the foregoing deemed necessary by the General Partner. Cash Expenses exclude (a) depreciation, amortization and other non-cash charges; (b) payments made from reserves; (c) Distributions to Partners; (d) interest payments on debt which may be deferred without default under the applicable loan documents; and (e) expenses in connection with capital construction and improvement.

"Cash Receipts" shall mean, with respect to any fiscal period, all cash receipts, of the Partnership (including liquidations of reserves in excess of those required to pay the expenses for which the reserves were created and excluding Capital Contributions, borrowings and subscriber deposits). Cash Receipts shall not include amounts transferred from reserves to pay Cash Expenses.

"Cellular Service" shall mean any and all service authorized by the FCC under Part 22 of its Cellular Rules as promulgated under the Cellular Radio Decisions, as modified or amended from time to time.

"Code" shall mean the Internal Revenue Code of 1986, as amended to date and as amended in the future.

"Code Section 705(a)(2)(B) Expenditures" shall mean expenditures described in Section 705(a)(2)(B) of the Code and any amounts treated as Code Section 705(a)(2)(B) expenditures under Treasury Regulation 1.704-1(b)(2)(iv)(i)(2).

"Deficit Capital Account" shall mean a deficit balance in the Capital Account of any Partner (excluding from each Partner's deficit capital account balance the sum of any amount that such Partner is obligated to restore to the Partnership under Treasury Regulation 1.704-1(b)(2)(ii)(c) and such Partner's share of minimum gain as defined in Treasury Regulation 1.704-1(b)(4)(iv)(c), which is also treated as an obligation to restore in accordance with Treasury Regulation 1.704-1(b)(4)(iv)(f)), after the balance in such Partner's Capital Account is reduced by any adjustments, allocations and distributions specified in Treasury Regulation 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5) and 1.704-1(b)(2)(ii)(d)(6) as are reasonably expected to be made to such Partner.

"Distributions" shall mean any money or other property distributed to Partners with respect to their interests in the Partnership as provided in Article VII.

"FCC" shall mean the Federal Communications Commission.

"Fiscal Year" shall mean the period from October 1 to September 30 of each year.

"General Partner" shall mean Badlands Cellular, Inc., a North Dakota corporation, or any Person who becomes a General Partner as provided herein, in such Person's capacity as General Partner of the Partnership.

"Interest" shall mean interest in the Partnership capital.

"Limited Partner" shall mean any Person who becomes a Limited Partner as provided herein, including an additional Limited Partner or a substitute Limited Partner.

"Net Cash Flow" shall mean with respect to any fiscal period, the amount by which Cash Receipts exceed Cash Expenses for such period.

"Net Profit" or "Net Loss" shall mean, with respect to any fiscal period, the gross income of the Partnership for such period, less all deductible costs, expenses and depreciation and amortization allowances of the Partnership for such period, as finally determined for federal income tax purposes, with the following adjustments: (a) any income of the Partnership that is exempt from federal income tax and is not otherwise taken into account in computing Net Profit or Net Loss pursuant to this definition shall be added to such taxable income or loss; and (b) any expenditures of the Partnership not deductible in computing taxable income or loss, not properly chargeable to capital account and not otherwise taken into account in computing Net Profit or Net Loss pursuant to this definition shall be subtracted from such taxable income or loss. If such difference shall be greater than zero, it shall be known as a "Net Profit" and if such difference shall be less than zero, it shall be known as a "Net Loss."

"Partner" shall mean any general Partner or any Limited Partner. "Partners" shall mean the General Partner or Partners and all Limited Partners.

"Permit" shall mean the Federal Communications Commission frequency Block B "wireline" cellular radio telephone system construction permit for the RSA, defined herein.

"Person" shall mean any individual, general partnership, limited partnership, corporation, joint venture, trust, business trust, cooperative or association, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so indicates.

"Recapture Income" shall mean any gain recognized by the Partnership (computed without regard to any adjustment required by Sections 734 or 743 of the Code) upon the disposition of any asset of the Partnership that does not constitute capital gain for federal income tax purposes because such gain represents the recapture of the deductions (or basis reductions) previously taken with respect to such asset.

"RSA" shall mean the rural service area number 583, named North Dakota 4 - McKenzie in the State of North Dakota consisting of McKenzie, Dunn, Billings, Golden Valley, Stark, Slope, Bowman, Hettinger, Adams, Grant, Sioux, Mercer, and Oliver counties.

"System" shall mean any Cellular Service system in the RSA and other related property (including franchises and other real and personal property) owned by the Partnership.

ARTICLE III

The General Partner

3.1 **Capital Contribution of General Partner:** The General Partner shall contribute to the Partnership \$48.45 in cash within 30 days of the signing of this Agreement.

3.2 **Additional Capital Contributions:** The General Partner may, at any time during the Partnership's duration, request that all Partners make contributions to the Partnership ("Additional Capital Contributions") in addition to those required by Sections 3.1 and 4.1 in order to provide the

Partnership with capital necessary, in the General Partner's reasonable opinion, to meet unforeseen or unbudgeted contingencies arising out of the Partnership's activities. Additional Capital Contributions are payable in cash within 60 days following the mailing of written notice from the General Partner. Such notice shall contain information as to the purposes of the Additional Capital Contributions, and shall include a breakdown of the anticipated expenditures. Should any Partner decline to make such Additional Capital Contribution or fail to pay its Additional Capital Contribution when due, some or all of the other Partners may contribute, pro rata, according to their then current respective Interests, an aggregate amount equal to the Additional Capital Contribution declined by the non-participating Partner, thereby increasing in such proportion, the other Partner's Interests (it being understood that the General Partner may make such Additional Capital Contribution as a Limited Partner, if it desires). In such event, the Interest of a non-participating Partner shall be diluted accordingly and such Partner shall be limited in its right to provide future additional capital in proportion to its Interest as so revised. All costs and expenses paid using the funds obtained from an Additional Capital Contribution shall be charged to the Partners who have paid the Additional Capital Contribution. Further, the Partners' interests in Net Profits, Net Losses and tax credits, and Distributions under Article VII of this Agreement shall be amended to reflect the Partners' interests in Partnership capital after the Additional Capital Contributions have been paid to the Partnership.

3.3 Form of Capital Contributions. Funding of both initial and Additional Capital Contributions to the Partnership shall be in cash and not real or personal property except as otherwise permitted herein. It is understood by the parties that the initial Capital Contribution of a Partner, for its Interests as a Partner, may be contributed, in lieu of or in addition to cash, in the form of real property (including buildings) and equipment acquired in anticipation of and for use by the Partnership in the provision of Cellular Service. In addition, the Partners recognize a Partner may in the future acquire real property (including buildings) and equipment in anticipation of and for use by the Partnership in the provision of Cellular Service. All property or equipment so contributed (a) shall be valued at its acquisition cost, and (b) its value shall be applied against the Partners' capital contribution obligation under this Article. The General Partner shall only accept real or other property in lieu of cash from a Partner for its initial and/or Additional Capital Contributions if such property can be utilized within the immediately foreseeable future in the provision of Cellular Service and the Partnership could not acquire like property at a cost which is substantially and significantly less than the acquisition cost of such property less any properly capitalized interest paid in connection therewith.

3.4 General Authority and Obligations of the General Partner: The General Partner shall actively manage and conduct, or provide for the management and conduct of, the business of the Partnership, devoting such time to the management as the General Partner may deem necessary. The General Partner shall have the full and complete power to do any and all things necessary or incident to the management and conduct of the Partnership business. The General Partner shall have full power and authority to take any action it deems necessary or advisable on behalf of the Partnership and shall make all decisions affecting the business, affairs and properties of the Partnership. No person dealing with the Partnership shall be required to inquire into the authority of the General Partner to take any action or execute any document on behalf of the Partnership.

In light of such responsibilities, and in consideration that the Partnership would incur irreparable harm upon the withdrawal of the General Partner from the Partnership prior to the issuance of the Permit, the General Partner shall not withdraw from the Partnership prior to issuance of the Permit to the Partnership; thereafter, the General Partner may withdraw consistent with the terms herein.

3.5 Conveyances: The General Partner shall have the authority to sell, exchange, assign or transfer any of the property or assets of the Partnership, in furtherance of the business of the Partnership, and, in connection therewith, to execute, in the Partnership name, by agent or nominee, any and all assignments, documents, bills of sale and other papers pertaining to the Partnership business.

3.6 Authorized Acts of the General Partner: Without limiting the generality of Sections 3.4 and 3.5 and in furtherance of the purposes of the Partnership, but subject to any specific limitations provided in the Act or in this Agreement, the General Partner is hereby authorized to do any and all of the following:

- (a) Resolve claims of or demands against the Partnership;
- (b) Pay as a Partnership expense all costs associated with the development, organization and operation of the Partnership;
- (c) Apply the Partnership's funds in a manner consistent with this Agreement;
- (d) Make tax elections;
- (e) Require in Partnership contracts that no Limited Partner have any personal liability thereon;
- (f) Execute all documents or instrument of any kind which the General Partner deems appropriate for carrying out the purposes of the Partnership, except as otherwise provided herein;
- (g) Deposit Partnership funds in such bank certificates of deposit, interest-bearing savings and checking accounts, prime commercial paper, or government obligations, as designated by the General Partner;
- (h) Borrow money from Affiliates, banks, other lending institutions, or other non-Affiliates, and lend money to the Partnership, provided that any loan is at an interest rate and on terms at least as favorable as could be obtained by the Limited Partner; and in connection therewith, issue guaranties and mortgage, pledge or create other security interests on any or all of the Partnership properties and income therefrom and secure or provide for the repayment of such borrowing or loans;
- (i) Except as otherwise provided herein, enter into contracts and other transactions with Affiliates and the Limited Partner provided that such contracts or other transactions are in writing and at a price and on terms

at least as favorable as prices and terms generally offered in the same marketplace by unrelated parties for goods or services as nearly identical as possible in quality and availability;

(j) Purchase insurance, or extend the General Partner's insurance, at the Partnership's expense, to protect Partnership properties and the business of the Partnership against loss and to protect the General Partner against liability to third parties arising out of Partnership activities; and

(k) Enter into, perform and carry out contracts of any kind necessary to the accomplishment of the purposes of the Partnership, so long as said contracts may be lawfully carried on or performed by a partnership under the laws of the State of Colorado.

3.7 Limitations on the General Partner: Notwithstanding the generality of Sections 3.4 and 3.5, without the written consent of the Limited Partner, the General Partner shall not do any of the following:

(a) confess judgment against the Partnership;

(b) amend this Agreement;

(c) admit any additional Limited Partners;

(d) take any action which would endanger the issuance or continuation of any FCC or state regulatory authorization to the Partnership;

(e) take any action which would make it impossible to carry on the ordinary business of the Partnership, except in connection with the liquidation and dissolution of the Partnership as provided in this Agreement; and

(f) possess Partnership property for other than a Partnership purpose.

3.8 Liability of the General Partner:

(a) No General Partner or any Affiliate shall be liable, responsible or accountable in damages or otherwise to the Partnership or any Limited Partner for any act performed or omitted by them other than for acts or omissions performed or omitted with gross negligence or in bad faith or fraudulently; and

(b) The Partnership shall indemnify and save harmless each General Partner and Affiliate from any claims, expenses (including reasonable attorney fees), loss or damage (collectively, the "Costs") incurred by them by reason of an action performed by them on behalf of the Partnership or in furtherance of its interest; provided that such indemnification shall not be available if the acts or omissions giving rise to such Costs shall have been performed or omitted with gross negligence or in bad faith or fraudulently. Any indemnity under this Section 3.8 shall be provided out of and to the extent of Partnership assets only, and no Limited Partner shall have any personal liability on account thereof.

3.9 Conflicts of Interest: Subject to the General Partner's fiduciary duty, the General Partner and Affiliates shall not be accountable to the Partnership for any investment or business opportunity of which it hereafter becomes aware by reason of the affairs of the Partnership. The Partnership hereby waives any and all rights which it has now or may have in the future by reason of the doctrine of partnership opportunity.

3.10 Accounting Method and Fiscal Year: The General Partner shall keep or cause to be kept complete and proper books and accounts of all operations of the Partnership on a basis determined to be appropriate by the General Partner. The General Partner shall adopt a year ending September 30 as the Partnership's fiscal year.

3.11 Multiple General Partners: In addition to any other provisions set forth herein, additional General Partners may be appointed for the Partnership by the unanimous consent of all the Partners, upon such terms and conditions as the Partners may, by unanimous consent, agree. If at any time there is more than one General Partner, the powers granted to the General Partner under this Agreement shall be exercisable by action or consent of a majority in interest of such General Partners. Notwithstanding the preceding, at any time during which there shall be more than one General Partner, any General Partner may, from time to time, delegate to one or more other General Partners by separate written instrument any or all of its powers as a General Partner hereunder.

ARTICLE IV

The Limited Partners

4.1 Capital Contributions of the Limited Partners: Cellular, Inc. shall contribute to the Partnership \$46.55 in cash within 30 days of the signing of this Agreement and C&C Corp. shall contribute to the Partnership \$5.00 in cash within 30 days of the signing of this Agreement.

4.2 Additional Capital Contributions: The duties, obligations and privileges and the terms and conditions for the making of Additional Capital Contributions by Cellular, Inc. shall be no different from those of Badlands Cellular, Inc., and all Additional Capital Contributions by Cellular, Inc. shall be governed by the provisions of Section 3.2. Cable and Communications Corp. shall not be obligated to make any additional capital contributions to maintain their initial ownership interest of 5%.

4.3 Limitation of Liability: The liability of a Limited Partner to provide funds or other property to the Partnership shall be limited to the amount of Capital Contributions which such Limited Partner is obligated to make pursuant to the provisions of this Agreement. No Limited Partner shall: (a) be liable for any debts, liabilities, contracts or obligations of the Partnership; (b) have any personal liability for the repayment of the capital contribution of any other Partner; and (c) be required to lend any funds to the Partnership.

4.4 No Management Responsibility: No Limited Partner, when acting solely as such, shall take part in the management of the Partnership or transact any business for the Partnership. All management responsibility is hereby vested in the General Partner.

4.5 **No Authority to Act:** No Limited Partner, when acting solely as such, shall have the power to sign for or bind the Partnership or transact business in the name of the Partnership. All authority to act on behalf of the Partnership is hereby vested in the General Partner.

4.6 **Access to Information:** Each Limited Partner shall have the right to obtain, from time to time upon reasonable written request, for any purpose reasonably related to the Limited Partner's interest as a Limited Partner, such information as a limited partner has a right to obtain under the Act, provided that the Partnership may require the Limited Partner to pay the costs incurred by the Partnership in responding to any such request for information.

4.7 **Conflicts of Interest:** The Limited Partner shall not be accountable to the Partnership for any investment or business opportunity of which it hereafter becomes aware by reason of the affairs of the Partnership.

ARTICLE V

Amendments and Meetings

5.1 **Amendments:** No provision of this Agreement may be amended without the written consent of the Limited Partner. Amendments may be proposed by the General Partner or the Limited Partner. Following any proposal of an amendment, the General Partner shall, within 10 days after receipt of the proposal, submit to the Limited Partner a notice in writing containing a verbatim statement of the proposal. The General Partner, at the Partnership's expense, may include in such notice an opinion of counsel concerning whether the proposed amendment would result in changing the Partnership to a general partnership, changing the liability of the General Partner or the Limited Partner, or allowing the Limited Partner to take part in the control or management of the Partnership. The General Partner may also include in such notice its recommendation as to the proposed amendment. All proposed amendments, whether proposed by the General Partner or by the Limited Partner shall be submitted to the Limited Partner for a vote, not less than 15 days and not more than 60 days after notice has been furnished to the Limited Partner. For purposes of obtaining a written vote, the General Partner may require response within a reasonable time. If the Limited Partner responds favorably to the proposed amendment, it shall be made. If the amendment was proposed by the Limited Partner, it shall be made if approved by the General Partner.

5.2 **Partnership Meetings:** Partnership meetings may be called by the General Partner and shall be called by it upon the written request of the Limited Partner. Such written request shall state the purpose for the meeting. The General Partner shall provide the Limited Partner within 10 days after receipt of said request, written notice of the date, time, place, and purpose of the meeting, and such meeting shall be held on a date not less than 15 days nor more than 60 days after notice of a meeting is furnished. The notice or call shall state the nature of the business to be transacted and that no other business will be considered. The Limited Partner may vote in person or by proxy at any such meeting. Notwithstanding the foregoing, the Partners may take action pursuant to this Agreement in writing without any meeting.

ARTICLE VI

Partnership Capital

6.1 Capital Accounts: A separate Capital Account for each Partner shall be maintained on a federal income tax accounting basis pursuant to the regulations promulgated under Section 704 of the Code. Unless otherwise provided in such regulations, the Capital Account of each Partner shall be (a) credited with the cash or property contributed to the Partnership by such Partner, its allocable share of Net Profits of the Partnership; (b) charged with its allocable share of Net Losses of the Partnership and cash distributed to it; and (c) otherwise appropriately reflect the transactions of the Partnership and the Partners in accordance with the provisions of Article VII and the regulations promulgated under Section 704 of the Code. For all purposes of this Agreement other than a transfer which results in a termination under Section 708(b)(1)(B) of the Code, a transferee of a Partner's interest shall succeed to the Capital Account attributable to the transferred interest and there shall be no adjustment to the Capital Account as a result of the transfer.

For purposes of the allocations and reflections in the Capital Accounts, every transfer of a Limited Partner's interest in the Partnership or admission of a Limited Partner to the Partnership during the first 15 days of a month shall be deemed to have occurred as of the opening of business on the first day of the calendar month in which the transferee becomes a substitute Limited Partner or the Limited Partner is admitted to the Partnership; every transfer of a Limited Partner's interest in the Partnership or admission of a Limited Partner to the Partnership after the 15th day of a month shall be deemed to have occurred as of the 16th day of the month in which the transferee becomes a substitute Limited Partner or the Limited Partner is admitted to the Partnership. The General Partner may, at its option, at the time a new Limited Partner is admitted, close the Partnership books (as though the Partnership's tax year had ended) or make pro rata allocations of loss, income and expense deductions to the new Limited Partner for that portion of the Partnership's tax year in which the new Limited Partner was admitted.

6.2 Interest, etc.: After formation of the Partnership, no Partner shall be entitled to: (a) interest on its Capital Contribution, or (b) the return of its Capital Contribution, except as otherwise provided in this Agreement.

ARTICLE VII

Allocation of Profits and Losses; Distributions

7.1 Profits, Losses and Credits:

(a) All Net Profits, Net Losses and tax credits for each fiscal year (or fractional portion thereof) shall be allocated to the Partners in proportion to their Capital Contributions (including Additional Capital Contributions) to the Partnership.

(b) For purposes of Section 7.1, the determination of a Partner's Capital Account balance shall be made without taking into account any liabilities treated as a contribution of money pursuant to Treasury Regulation

1.704(b)(2)(iv)(c) if the Partnership's payment of such liabilities would be treated as a distribution of money pursuant to Treasury Regulation 1.704(b)(2)(iv)(c).

7.2 Distributions: Subject to the terms of any Partnership indebtedness, the Partnership shall distribute to the Partners such cash which is not, in the reasonable opinion of the General Partner, necessary to the conduct of the Partnership's business (after establishing such reserves as the General Partner determines are necessary to operate the Partnership). Any distributions of the Net Cash Flow shall be made to the Partners in proportion to their Capital Contributions (including Additional Capital Contributions) to the Partnership.

7.3 Special Allocations:

(a) Notwithstanding the provisions of Section 7.1 to the contrary, no allocations of loss, deduction and/or Code Section 705(a) (2) (B) Expenditures shall be charged to the Capital Accounts of any Partner if such allocation would cause the Partner to have a Deficit Capital Account. Such loss, deduction and/or Code Section 705(a) (2) (B) Expenditures shall instead be charged to the Partners which would not have Deficit Capital Accounts as a result of such allocation, to each such Partner in proportion to the excess of each Partner's Capital Account over the amount of such allocations that would cause such Partner to have a Deficit Capital Account.

(b) Notwithstanding the provisions of Section 7.1 to the contrary, if, at the end of any tax year, any Partner has a Deficit Capital Account which exceeds the sum of such Partner's share of minimum gain as defined in Treasury Regulation 1.704-1(b) (4) (iv) (c) plus any amount that such Partner is obligated to restore to the Partnership under Treasury Regulation 1.704-1(b)(2)(ii)(c), income or gain (or item thereof) for such fiscal year in the amount of such excess deficit shall, to the extent possible, be allocated to those Partners with Deficit Capital Accounts, in proportion to their excess deficits.

(c) Notwithstanding the provisions of Section 7.1 to the contrary, if a Partner receives an adjustment, allocation or distribution described in subsections (i) or (ii) below which creates a Deficit Capital Account, such Partner shall be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance caused by such adjustment, allocation or distribution as quickly as possible:

(i) Allocations of loss and deduction that, as of the end of the Partnership's taxable year, were not reasonably expected to be made to such Partner pursuant to Sections 704(e)(2) and 706(d) of the Code and Treasury Regulation 1.751-1(b)(2)(ii); and

(ii) Distributions described in Treasury Regulation 1.704-1(b)(2)(ii)(d)(6) that, as of the end of the Partnership's taxable year, were not reasonably expected to be made to such Partner but only to the extent that they exceed offsetting increases to such Partner's Capital Account that were reasonably expected to occur during (or prior to) the Partnership's taxable years in which such distributions were made.

(d) If any items of income, gain, loss, deduction or Code Section 705(a)(2)(B) Expenditures are credited or charged to the Capital Accounts of the Partners pursuant to Section 7.3(a), (b) and/or (c), as soon thereafter as possible (but not in such manner as to contravene Section 7.3(a), (b) and/or (c), income, gain, loss, deduction and Code Section 705(a)(2)(B) Expenditures shall be credited or charged to the Capital Accounts of the Partners so as to return each Partner's Capital Account to the balance it would have had if special allocations had not been made pursuant to Section 7.3(a), (b) and/or (c).

7.4 Special Allocations to Capital Accounts: Nonrecourse Liabilities Where a Partner Has the Economic Risk of Loss: Notwithstanding the provisions of Sections 7.1 and 7.3 to the contrary, items of Partnership loss, deduction and Code Section 705(a)(2)(B) Expenditures attributable to Partnership nonrecourse liabilities where a Partner has the economic risk of loss (i.e., loans made by Partners to the Partnership on a nonrecourse basis or nonrecourse loans guaranteed by Partners) shall be charged to Capital Accounts in accordance with the provisions of Treasury Regulation 1.704-1(b)(4)(iv)(g). Any charge to the Capital Accounts of the Partners pursuant to this Section shall, as quickly as possible, be offset with income and/or gain allocated and credited to Capital Accounts when and to the extent that a Partner no longer bears the economic risk of loss for a Partnership nonrecourse liability.

7.5 Tax Allocations:

(a) For federal income tax purposes, except as otherwise provided in this Section 7.5, each item of income, gain, loss and deduction of the Partnership shall be allocated among the Partners in the same manner as its correlative item of income, gain, loss or deduction has been allocated pursuant to Sections 7.1, 7.3 and 7.4.

(b) To the extent of any Recapture Income resulting from the sale or other taxable disposition of Partnership assets, the amount of any gain from such disposition allocated to (or recognized by) a Partner (or its successor in interest) for federal income tax purposes pursuant to Section 7.5 shall be deemed to be Recapture Income to the extent such Partner has been allocated or has claimed any deduction (or basis reduction) directly or indirectly giving rise to the treatment of such gain as Recapture Income.

7.6 Consent to Allocations and Distributions: Each Partner expressly consents to the methods set forth in Article VII for determining allocations of Net Profits, Extraordinary Net Profits, Net Losses, Extraordinary Net Losses and tax credits, and Distributions.

ARTICLE VIII

Transfers, Dissolution, Liquidation, and Termination

8.1 Transfer:

(a) The term "transfer" when used in this Article VIII with respect to a Partnership interest, shall include any sale, assignment, gift, pledge, hypothecation, mortgage, exchange, or other disposition of such Partnership interest.

(b) No Partnership interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this Article VIII. Notwithstanding the preceding sentence, if the Partners enter into an agreement for the purchase of a Partner's Partnership interest, such agreement shall be binding upon the Partners and the Partnership.

8.2 Transfer by General Partner: During the period from the commencement of the Partnership to the date the Partnership is issued a permit to provide Cellular telephone services, the General Partner may not assign and/or transfer all or any part of such General Partner's interest in the Partnership. After the Partnership is issued a permit, if ever, the General Partner may assign and transfer all or any part of such General Partner's interest in the Partnership only with the written consent of the Limited Partner. If the General Partner has received a bona fide third-party offer for the purchase of its interest in the Partnership ("Partnership Interest"), the General Partner shall send a notice offering to sell its entire Partnership Interest to the Limited Partner. The notice shall set forth the General Partner's offer of the Partnership Interest, the name and address of the prospective purchaser, and a copy of the prospective purchaser's offer to purchase, which shall include the purchase terms and conditions of the proposed sale. For 30 days after the mailing of the notice, the Limited Partner shall have the right to purchase the Partnership Interest for the price, terms and conditions set forth in the third-party offer. The date for the closing of the purchase shall be 30 days after the expiration of the 30-day option period or 30 days after receipt of the last regulatory approval required to complete the transaction, whichever is later. If the offer to sell the Partnership Interest is not accepted by the Limited Partner and the Limited Partner does not consent to the transfer of the Partnership Interest to the third party, the Partnership interests of both the General Partner and the Limited Partner, or alternatively, the assets of the Partnership, shall be sold to a third party.

8.3 Transfer by Limited Partner:

(a) Generally, a Limited Partner may assign and transfer all or any part of such Limited Partner's interest in the Partnership only with the written consent of the General Partner. If the Limited Partner has received a bona fide third-party offer for the purchase of its interest in the Partnership ("Partnership Interest"), the Limited Partner shall send a notice offering to sell its entire Partnership Interest to the General Partner. The notice shall set forth the Limited Partner's offer of the Partnership Interest, the name and address of the prospective purchaser, and a copy of the prospective purchaser's offer to purchase, which include the purchase terms and conditions of the proposed sale. For 30 days after the mailing of the notice, the General Partner shall have the right to purchase the Partnership Interest for the price, terms and conditions set forth in the third-party offer. The date for the closing of the purchase shall be 30 days after the expiration of the 30-day option period. If the offer to sell the Partnership Interest is not accepted by the General Partner and the General Partner does not consent to the transfer of the Partnership Interest to the third party, the Partnership Interests of both the General Partner and the Limited Partner, or alternatively, the assets of the Partnership, shall be sold to a third party.

(b) Any successor or transferee of a Limited Partner hereunder shall be bound by the provisions of this Agreement. Any assignee who is not a

Partner at the time of the assignment shall be entitled to the allocations and distributions attributable to the interest assigned to it and to transfer and assign such interest in accordance with the terms of this Agreement; provided, however, such assignee shall not be entitled to the other rights of a Limited Partner until it becomes a substitute Limited Partner.

8.4 Limitation on Withdrawal: In the event the Partnership consists of only two partners, neither partner shall withdraw from the partnership unless prior thereto, FCC consent has been received for the transfer of control of any and all FCC authorizations to the business and the remaining partner.

8.5 Dissolution: The Partnership shall be dissolved by the occurrence of any event which under the laws of the State of Colorado causes the dissolution of a limited partnership. The Partnership also shall be dissolved upon the occurrence of any of the following events:

(a) The award of the Permit to an entity other than the Partnership, or an entity in which the Partnership holds an interest;

(b) The sale or distribution of all or substantially all of the assets of the Partnership; or

(c) The withdrawal, subsequent to the issuance of the permit, or dissolution, or bankruptcy (for purposes of this Section 8.5, the term "dissolution" shall not include a reorganization pursuant to Section 368 of the Code) of the General Partner, except that the Partnership shall continue if (i) all the remaining Partners agree to continue the business of the Partnership and a new General Partner is elected within 90 days of any such occurrence, or (ii) all remaining General Partners agree to continue the Partnership.

8.6 Winding Up and Liquidation of the Partnership: Upon the dissolution of the Partnership, no further business shall be conducted, except for the taking of such actions by the General Partner or other liquidator as shall be necessary for the winding up of the affairs of the Partnership and the distribution of its assets to the Partners pursuant to the provisions of this Article VIII. Partnership properties may be sold, if a price deemed reasonable by the General Partner may be obtained therefore, and the proceeds thereof, as well as all other cash and properties of the Partnership, shall be distributed as follows:

(a) All of the Partnership's debts and liabilities to persons other than a Partner shall be paid and discharged and a reserve as deemed necessary shall be set aside for contingent liabilities;

(b) All of the Partnership's debts and liabilities to Partners shall be paid and discharged;

(c) In connection with the satisfaction of the Partnership's debts and liabilities or otherwise, the General Partner may, but shall not be required to, sell all or any portion of the Partnership's assets and such sales may be made to any Partner;

(d) The income, gains, losses, costs and deductions arising from the sale of Partnership assets in connection with the liquidation of the

Partnership shall be allocated to the Partners in accordance with Article VII of this Agreement, and each Partner's capital account shall be adjusted accordingly;

(e) The General Partner shall ascertain the fair market value of all Partnership property remaining unsold, and each Partner's capital account shall be adjusted as if such remaining Partnership property were sold at such fair market values, and the revenues, income, gain, losses, costs and deductions realized thereby had been allocated to the Partners in accordance with Article VII of this Agreement;

(f) Notwithstanding Section 7.2, the assets of the Partnership remaining after satisfaction of all debts and liabilities of the Partnership as provided in paragraphs (a) and (b) of this Section, shall be distributed to the Partners in proportion to and to the extent of the balances in their respective Capital Accounts;

(g) Upon dissolution, no Partner shall be obligated to restore any negative balance in its Capital Account and

(h) The Partnership shall comply with any requirements of the Act or other applicable law, pertaining to the winding up of a limited partnership, at which time the Partnership shall stand terminated.

Upon dissolution, each Partner shall look solely to the assets of the Partnership for the return of its Capital Contribution and shall be entitled only to an in-kind distribution of Partnership property and assets in return thereof. If the Partnership property remaining after the payment or discharge of the debts and liabilities of the Partnership is insufficient to return the Capital Contribution of each Partner, each Partner shall have no recourse against any other Partner. The winding up of the affairs of the Partnership and the distribution of its assets shall be conducted exclusively by the General Partner, which hereby is authorized to do any and all acts and things authorized by law for these purposes, including, without limitation, selling any Partnership assets the General Partner deems necessary or appropriate to sell. In the event the Partnership's dissolution is due to Section 8.5(c), the winding up of the affairs of the Partnership and the distribution of its assets shall be conducted by such person(s) as may be selected by the Limited Partner, which person(s) is hereby authorized to do any and all acts and things authorized by law for these purposes.

8.7 Termination: Upon the completion of the distribution of Partnership assets as provided in Section 8.6, the Partnership shall be terminated and the General Partner or other person acting as liquidator (or the Partners if necessary) shall cause the Partnership's certificate of limited partnership to be cancelled and shall take such other actions as may be necessary to terminate the Partnership.

8.8 Transfer or Assignment. Notwithstanding any other provision of this Agreement to the contrary, no transfer of control of the Partnership or assignment of the Partnership's governmental authorizations shall be consummated prior to receipt of all required regulatory approvals.

8.9 **FCC Approval.** This Agreement is entered into to resolve mutually exclusive conflicts for a wireline cellular system authorization for the RSA. Therefore, this Agreement is subject to, and conditioned upon, FCC approval.

ARTICLE IX

Miscellaneous Provisions

9.1 **Entire Agreement:** This Agreement shall constitute the entire agreement between the parties. However, the parties may by written agreement amend and supplement this Agreement from time to time.

9.2 **Notices:** Notices hereunder shall be in writing, sent by certified mail, and shall be deemed to be delivered as of the date of the first attempted delivery by the U.S. Postal Service, if properly posted in the United States mail with postage prepaid, in an envelope properly addressed to the last known address of the addressee hereunder.

9.3 **Place of Agreement:** This Agreement shall be construed and enforced according to the laws of the State of Colorado, except as may be required by the laws of any other jurisdiction.

9.4 **Execution in Counterparts:** This Agreement may be executed in multiple counterparts, each to constitute an original, but all in the aggregate to constitute one agreement as executed, and to be binding upon the parties hereto, their heirs, legal representatives, successors and assigns.

9.5 **Binding Effect:** Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit to the parties hereto, their heirs, legal representatives, successors and assigns.

9.6 **Construction:** Unless the context of this Agreement requires otherwise, words denoting the singular may be construed as denoting the plural, and words of the plural may be construed as denoting the singular; and words of the masculine gender or neuter may be construed as denoting the feminine.

9.7 **Severability:** If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. Such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provision never had been inserted in the Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

GENERAL PARTNER:
Badlands Cellular, Inc.

By: Albert R. Grosz
Albert R. Grosz, President

LIMITED PARTNER:
CELLULAR, INC.

Arnold Pohs
Arnold Pohs
Chief ~~XXXXXX~~ Officer
Operating

LIMITED PARTNER:
Mid-Rivers Telephone Cooperative, Inc.

By: _____
_____, President

GENERAL PARTNER:
Badlands Cellular, Inc.

LIMITED PARTNER:
CELLULAR, INC.

By: Albert R. Grosz, President

Arnold Pohs
Chief Executive Officer

LIMITED PARTNER:
Cable & Communications Corporation

By: Gerry Anderson
GERRY ANDERSON, General Manager



STATE OF COLORADO

DEPARTMENT OF
STATE

CERTIFICATE

I, *NATALIE MEYER*, *Secretary of State of the State of Colorado* hereby certify that *ACCORDING TO THE RECORDS OF THIS OFFICE*,

*BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP
(COLORADO LIMITED PARTNERSHIP)*

FILED A CERTIFICATE OF LIMITED PARTNERSHIP ON JANUARY 6, 1989.

I FURTHER CERTIFY THAT OUR RECORDS INDICATE THAT A CERTIFICATE OF CANCELLATION HAS NOT BEEN FILED.

Dated: NOVEMBER 2, 1993



SECRETARY OF STATE

4825

CERTIFICATE OF LIMITED PARTNERSHIP

OF

BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP

The undersigned, desiring to form a limited partnership under the Colorado Uniform Limited Partnership Act of 1981, certify as follows:

1. The name of the Limited Partnership is: Badlands Cellular of North Dakota Limited Partnership (the "Partnership").

2. The principal purpose and character of business of the Partnership shall be to engage in all aspects of the cellular telephone business in Rural Service Area 583, named North Dakota 4 - McKenzie, in the State of North Dakota, including the provision of cellular telephone service. The Partnership may engage in additional activities necessary or appropriate to accomplish, or which are incidental to, the foregoing purposes.

3. The location of the office of the Partnership in the State of Colorado shall be c/o Cellular, Inc., 5990 Greenwood Plaza Boulevard, Suite 131, Englewood, Colorado 80111.

4. The name and address of the agent for service of process on the partnership in the State of Colorado shall be Randal Schoonover, Cellular, Inc., Orchard Place IV, Suite 131, 5990 Greenwood Plaza Boulevard, Englewood, Colorado 80111.

5. The name, mailing address and designation of each member of the Partnership and the initial cash contribution of each Partner is specified in Exhibit A which is attached hereto and incorporated herein.

6. The events on the happening of which a Limited Partner may be requested to make additional capital contributions to the Partnership are set forth in Section 4.2 of Article IV of the Limited Partnership Agreement (the

COMPUTER UPDATE COMPLETED
AB

BJH

"Agreement"), which provisions are set forth in Exhibit B attached hereto and incorporated herein.

7. The power of a Limited Partner to grant the right to become a Limited Partner to an assignee is set forth in Section 8.3(a) and (b) of Article VIII of the Agreement, which provisions are set forth in Exhibit C attached hereto and incorporated herein.

8. A Partner may terminate his membership in the Partnership only in the event of at least one of the two following conditions: (1) there are more than two partners in the Partnership, or (2) consent of the Federal Communications Commission ("FCC") has been granted for the transfer and control of any and all FCC authorizations to the business and the remaining partner as set forth in Section 8.4 of Article VIII of the Agreement. Section 8.4 is attached hereto as Exhibit D and incorporated herein.

9. No Partner shall have the right to demand and receive property, including cash, in return for his contribution, except that in the event of dissolution of the Partnership unsold assets shall be distributed to the General Partner and the Limited Partners in accordance with their interests as determined in accordance with Section 8.5 of Article VIII of the Agreement, which provisions are set forth in Exhibit E attached hereto and incorporated herein.

10. No Limited Partner shall be entitled to demand or receive during the terms of the Partnership the return of any part of his capital contribution, except upon dissolution of the Partnership as provided in Sections 8.5 and 8.6 of Article VIII of the Agreement, which provisions are set forth in Exhibit F (the provisions of Section 8.5 have been previously referenced the preceding paragraph 9 herein). The General Partner shall have the right to make distributions to Partners which include a return of all or any part of a

Partner's contribution as a further provision of Section 8.6 of Article VIII of the Agreement.

11. The time at which the events upon the happening of which the Partnership is to be dissolved and its affairs wound up are set forth in Sections 8.5 and 8.6 of Article VIII of the Agreement, which provisions are set forth in Exhibits E and F (which have been previously referenced in paragraphs 9 and 10 of this Certificate).

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership on the _____ day of October, 1988.

ATTEST:

Thomas Flaherty
Thomas Flaherty, Secretary

GENERAL PARTNER:

Badlands Cellular, Inc. ✓

By: Albert R. Brosz
Name: ALBERT R. BROSZ
Title: PRESIDENT

ATTEST:

Daniel P. Dwyer
Daniel P. Dwyer, Secretary

LIMITED PARTNER:

CELLULAR, INC.

By: Arnold Pohn
Arnold Pohn, Chief Operating Officer

ATTEST:

_____, Secretary

LIMITED PARTNER:

Mid-Rivers Telephone Cooperative, Inc.

By: _____
Name: _____
Title: _____

EXHIBIT A

Initial Capital Contribution Schedule

<u>NAME/ ADDRESS</u>	<u>PARTNERSHIP DESIGNATION</u>	<u>AMOUNT OF INITIAL CONTRIBUTION</u>
Badlands Cellular, Inc. c/o Cellular, Inc. 5990 Greenwood Plaza Boulevard Suite 131 Englewood, Colorado 80111	General	\$48.45
Cellular, Inc. 5990 Greenwood Plaza Boulevard Suite 131 Englewood, Colorado 80111	Limited	\$46.55
Mid-Rivers Telephone Cooperative, Inc. 106 South Second Avenue Circle, Montana 59215	Limited	\$5.00

EXHIBIT B

ARTICLE IV

The Limited Partners

4.2 Additional Capital Contributions: The duties, obligations and privileges and the terms and conditions for the making of Additional Capital Contributions by a Limited Partner shall be no different from those of a General Partner, and all Additional Capital Contributions by a Limited Partner shall be governed by the provisions of Section 3.2.

EXHIBIT C

ARTICLE VIII

Transfers, Dissolution, Liquidation, and Termination

8.3 Transfer by Limited Partner:

(a) Generally, a Limited Partner may assign and transfer all or any part of such Limited Partner's interest in the Partnership only with the written consent of the General Partner. If the Limited Partner has received a bona fide third-party offer for the purchase of its interest in the Partnership ("Partnership Interest"), the Limited Partner shall send a notice offering to sell its entire Partnership Interest to the General Partner. The notice shall set forth the Limited Partner's offer of the Partnership Interest, the name and address of the prospective purchaser, and a copy of the prospective purchaser's offer to purchase, which include the purchase terms and conditions of the proposed sale. For 30 days after the mailing of the notice, the General Partner shall have the right to purchase the Partnership Interest for the price, terms and conditions set forth in the third-party offer. The date for the closing of the purchase shall be 30 days after the expiration of the 30-day option period. If the offer to sell the Partnership Interest is not accepted by the General Partner and the General Partner does not consent to the transfer of the Partnership Interest to the third party, the Partnership Interests of both the General Partner and the Limited Partner, or alternatively, the assets of the Partnership, shall be sold to a third party.

(b) Any successor or transferee of a Limited Partner hereunder shall be bound by the provisions of this Agreement. Any assignee who is not a Partner at the time of the assignment shall be entitled to the allocations and distributions attributable to the interest assigned to it and to transfer and assign such interest in accordance with the terms of this Agreement; provided, however, such assignee shall not be entitled to the other rights of a Limited Partner until it becomes a substitute Limited Partner.

EXHIBIT D

ARTICLE VIII

Transfers, Dissolution, Liquidation, and Termination

8.4 Limitation on Withdrawal: In the event the Partnership consists of only two partners, neither partner shall withdraw from the partnership unless prior thereto, FCC consent has been received for the transfer of control of any and all FCC authorizations to the business and the remaining partner.

EXHIBIT E

ARTICLE VIII

Transfers, Dissolution, Liquidation, and Termination

8.5 Dissolution: The Partnership shall be dissolved by the occurrence of any event which under the laws of the State of Colorado causes the dissolution of a limited partnership. The Partnership also shall be dissolved upon the occurrence of any of the following events:

(a) The award of the Permit to an entity other than the Partnership, or an entity in which the Partnership holds an interest;

(b) The sale or distribution of all or substantially all of the assets of the Partnership; or

(c) The withdrawal, subsequent to the issuance of the permit, or dissolution, or bankruptcy (for purposes of this Section 8.5, the term "dissolution" shall not include a reorganization pursuant to Section 368 of the Code) of the General Partner, except that the Partnership shall continue if (i) all the remaining Partners agree to continue the business of the Partnership and a new General Partner is elected within 90 days of any such occurrence, or (ii) all remaining General Partners agree to continue the Partnership.

EXHIBIT F

ARTICLE VIII

Transfers, Dissolution, Liquidation, and Termination

8.6 Winding Up and Liquidation of the Partnership: Upon the dissolution of the Partnership, no further business shall be conducted, except for the taking of such actions by the General Partner or other liquidator as shall be necessary for the winding up of the affairs of the Partnership and the distribution of its assets to the Partners pursuant to the provisions of this Article VIII. Partnership properties may be sold, if a price deemed reasonable by the General Partner may be obtained therefore, and the proceeds thereof, as well as all other cash and properties of the Partnership, shall be distributed as follows:

- (a) All of the Partnership's debts and liabilities to persons other than a Partner shall be paid and discharged and a reserve as deemed necessary shall be set aside for contingent liabilities;
- (b) All of the Partnership's debts and liabilities to Partners shall be paid and discharged;
- (c) In connection with the satisfaction of the Partnership's debts and liabilities or otherwise, the General Partner may, but shall not be required to, sell all or any portion of the Partnership's assets and such sales may be made to any Partner;
- (d) The income, gains, losses, costs and deductions arising from the sale of Partnership assets in connection with the liquidation of the Partnership shall be allocated to the Partners in accordance with Article VII of this Agreement, and each Partner's capital account shall be adjusted accordingly;
- (e) The General Partner shall ascertain the fair market value of all Partnership property remaining unsold, and each Partner's capital account shall be adjusted as if such remaining Partnership property were sold at such fair market values, and the revenues, income, gain, losses, costs and deductions realized thereby had been allocated to the Partners in accordance with Article VII of this Agreement;
- (f) Notwithstanding Section 7.2, the assets of the Partnership remaining after satisfaction of all debts and liabilities of the Partnership as provided in paragraphs (a) and (b) of this Section, shall be distributed to the Partners in proportion to and to the extent of the balances in their respective Capital Accounts;
- (g) Upon dissolution, no Partner shall be obligated to restore any negative balance in its Capital Account; and
- (h) The Partnership shall comply with any

requirements of the Act or other applicable law, pertaining to the winding up of a limited partnership, at which time the Partnership shall stand terminated.

Upon dissolution, each Partner shall look solely to the assets of the Partnership for the return of its Capital Contribution and shall be entitled only to an in-kind distribution of Partnership property and assets in return thereof. If the Partnership property remaining after the payment or discharge of the debts and liabilities of the Partnership is insufficient to return the Capital Contribution of each Partner, each Partner shall have no recourse against any other Partner. The winding up of the affairs of the Partnership and the distribution of its assets shall be conducted exclusively by the General Partner, which hereby is authorized to do any and all acts and things authorized by law for these purposes, including, without limitation, selling any Partnership assets the General Partner deems necessary or appropriate to sell. In the event the Partnership's dissolution is due to Section 8.5(c), the winding up of the affairs of the Partnership and the distribution of its assets shall be conducted by such person(s) as may be selected by the Limited Partner, which person(s) is hereby authorized to do any and all acts and things authorized by law for these purposes.

STATE OF COLORADO
DEPARTMENT OF STATE

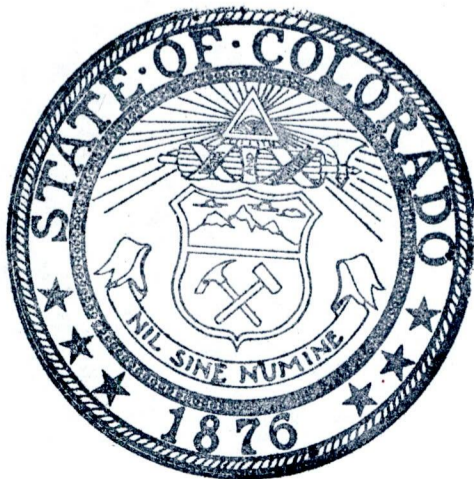
I hereby certify that this is a true and correct copy of the document as filed in this office and is subject to recording.

FILE

DATE

BY





STATE OF COLORADO
DEPARTMENT OF STATE

I hereby certify that this is a true and complete copy of the document filed in this office and admitted to record in File 891001162

DATED November 19 93
Natalie Keyser
Secretary of State

By *gwendolyn*

DL 891001162

CERTIFICATE OF AMENDMENT

TO THE

CERTIFICATE OF LIMITED PARTNERSHIP

04-27-90 16:59
701037217

#10.00

OF

BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP

KC

The undersigned, being the General Partners of Badlands Cellular of North Dakota Limited Partnership (the "Partnership"), desire to amend the Partnership's Certificate of Limited Partnership as set forth below:

1. The name of the limited partnership is Badlands Cellular of North Dakota Limited Partnership.

2. The date of filing the original certificate was January 6, 1989.

3. The certificate is amended to reflect the admission of Cellular, Inc. as a General Partner.

4. Partnership Offices: 5990 Greenwood Plaza Boulevard, Suite 300, Englewood, Colorado 80111.

BADLANDS CELLULAR, INC.

By: Alta L. King
Its: President

CELLULAR, INC.

By: Richard C. Tolson
Its: President

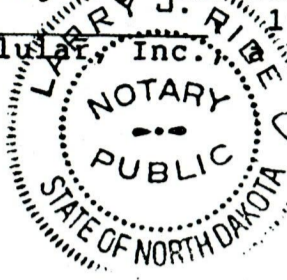
COMPUTER UPDATE COMPLETE



8

STATE OF NORTH DAKOTA)
COUNTY OF McLean) ss.:

The foregoing instrument was acknowledged before me on March 13, 1990 by Albert R. Grosz as President of Badlands Cellular, Inc., a North Dakota corporation.



Larry J. Rice
Notary Public

LARRY J. RICE
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires JULY 13, 1990

My commission expires: _____

STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.:

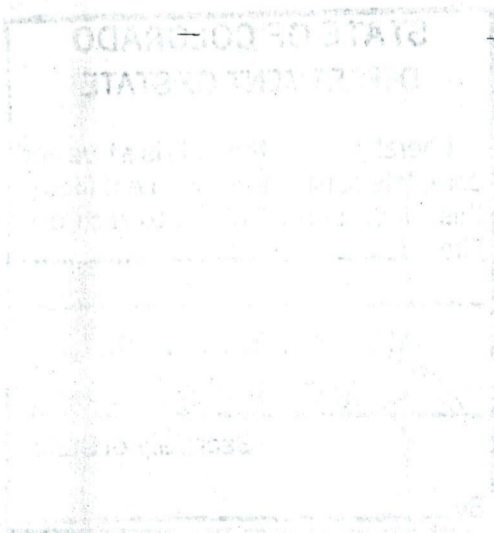
The foregoing instrument was acknowledged before me on April 11, 1990 by Arnold C. Pohs as President of Cellular, Inc., a Colorado corporation.

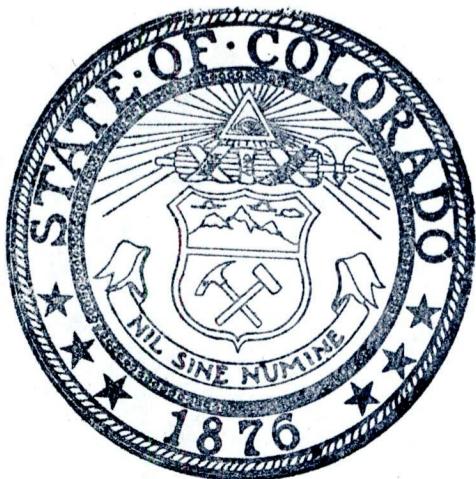


Katherine McMurray
Notary Public

My Commission Expires June 6, 1990

My commission expires: _____





**STATE OF COLORADO
DEPARTMENT OF STATE**

I hereby certify that this is a true and complete copy of the document filed in this office and admitted to record in File 901037217

DATED November 29 93

Rosalie Meyer
Secretary of State

By *Jim Longworth*

MAIL TO:
COLORADO SECRETARY OF STATE
CORPORATIONS OFFICE
1560 Broadway, Suite 200
Denver, Colorado 80202
(303) 894-2251

STATEMENT OF CHANGE OF REGISTERED OFFICE
OR REGISTERED AGENT, OR BOTH,

10-23-90 08:30
901097423 \$10.00

SUBMIT ONE
Filing fee \$10.00

This document must be typewritten.

D2891001162

Pursuant to the provisions of the Colorado Corporation Code, the Colorado Nonprofit Corporation Act and the Colorado Uniform Limited Partnership Act of 1981, the undersigned corporation or limited partnership organized under the laws of Colorado

submits the following statement for the purpose of changing its registered office or its registered agent, or both, in the state of Colorado:

First: The name of the corporation or limited partnership is:

Badlands Cellular of North Dakota Limited Partnership *ncgs*

Second: the address of its REGISTERED OFFICE is 5990 Greenwood Plaza Boulevard
Suite 300 Englewood, Colorado 80111

Third: The name of its REGISTERED AGENT is Amy M. Shapiro, Esq.

Fourth: The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

5990 Greenwood Plaza Blvd., #300

Fifth: The address of its place of business in Colorado is Englewood, Colorado 80111

Badlands Cellular of North Dakota Limited Partnership (Note 1)

By: Badlands Cellular, Inc., a General Partner

X By *Albert King* (Note 2)

IMPORTANT! PLEASE READ CAREFULLY!
If you are a not-for-profit corporation or a limited partnership, this form must be notarized. If you are a business (profit) corporation, no notarization is required.

Its _____ president
Its _____ authorized agent
Its _____ registered agent (Note 2)
Its _____ general partner

STATE OF North Dakota

COUNTY OF McLean

Subscribed and sworn to before me this 2 day of October, 19 90

My commission expires ARRY J. RICE

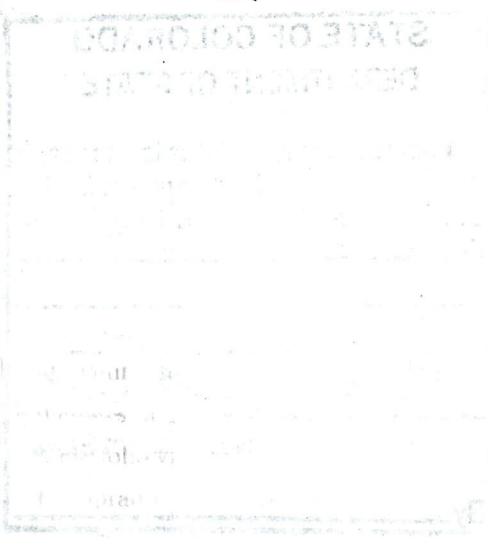
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires JULY 13, 1996

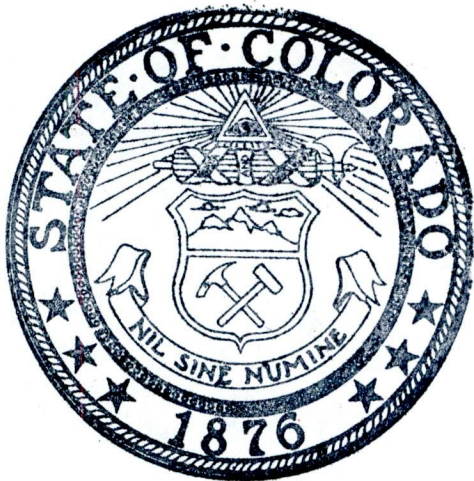
ARRY J. RICE
Notary Public/Notary
Tuthill N. Dak 58575
Address

COMPUTER UPDATE COMPLETE

- Notes: 1. Exact name of corporation or limited partnership making the statement.
- 2. Signature and title of officer signing for the corporation must be president or vice-president; for a foreign corporation without such officers, the authorized agent; for a limited partnership, must be a general partner.
- 3. Regarding profit corporations: This statement may be executed by the registered agent when it involves only a registered address change. A copy of this statement has been forwarded to the corporation by the registered agent.
- 4. Signature of notary public must be exactly as shown on notarial seal, and must agree with notarial commission.

COMP. CH'D. GA





**STATE OF COLORADO
DEPARTMENT OF STATE**

I hereby certify that this is a true and complete copy of the document filed in this office and admitted to record in File 901097423

DATED November 29 93

Rosalie Meyer

Secretary of State

By *[Signature]*



STATE OF COLORADO

DEPARTMENT OF
STATE

CERTIFICATE

I, NATALIE MEYER, *Secretary of State of the State of Colorado hereby certify that the prerequisites for the issuance of this certificate have been fulfilled in compliance with law and are found to conform to law.*

Accordingly, the undersigned, by virtue of the authority vested in me by law, hereby issues A CERTIFICATE OF INCORPORATION TO CELLULAR, INC. DATE OF INCORPORATION - OCTOBER 11, 1983.

Dated: NOVEMBER 2, 1993



SECRETARY OF STATE



STATE OF COLORADO

DEPARTMENT OF
STATE

CERTIFICATE

I, *NATALIE MEYER*, *Secretary of State of the State of Colorado* hereby certify that

According to the records of this office

*CELLULAR, INC.
(COLORADO CORPORATION)*

file # 871541645 was filed in this office on OCTOBER 11, 1983, and has complied with the applicable provisions of the laws of the State of Colorado and on this date is in good standing and authorized and competent to transact business or to conduct its affairs within this state.

Dated: NOVEMBER 2, 1993



SECRETARY OF STATE

AMENDED AND RESTATED

AMENDED AND FIRST RESTATED
ARTICLES OF INCORPORATION
OF

02-01-89 17:02
891006699 \$60.00

CELLULAR, INC.

NC65
DP 871541645

Under Section 7-2-112 of the Colorado Corporation Code

CELLULAR, INC., a Colorado corporation (the "Corporation"), pursuant to Section 7-2-112 of the Colorado Corporation Code, hereby adopts the following amendments as a complete revision and restatement of its original Articles of Incorporation, as filed with the Department of State of the State of Colorado on October 11, 1983, and as heretofore amended (the "Articles of Incorporation").

As permitted by Section 7-2-112(2) of the Colorado Corporation Code, those provisions of the Articles of Incorporation which name the incorporators, the initial board of directors and the initial registered agent and registered office of the Corporation, have been omitted.

These Amended and First Restated Articles of Incorporation correctly set forth the provisions of the Articles of Incorporation, as amended; have been adopted by the board of directors of the Corporation and approved by vote of the shareholders by a number of shares sufficient for approval; and supersede the Articles of Incorporation and all amendments thereto.

Pursuant to the foregoing, the undersigned President and Secretary, respectively, of the Corporation do hereby amend and restate the Articles of Incorporation of the Corporation to read as follows:

ARTICLE I

The name of the Corporation is Cellular, Inc.

ARTICLE II

The Corporation shall have perpetual existence.

ARTICLE III

The nature of the business of the Corporation and the objects and purposes and business thereof to be transacted, promoted and carried on are as follows:

1. To establish, develop, acquire, invest in, manage, operate, and obtain and provide capital for, all types of businesses, whether corporations, partnerships or joint ventures (however characterized or described), but particularly in the telecommunications field, and assist in the development of the business of those enterprises in which the Corporation has an interest;

SLB

COMPUTER UPDATE COMPLETE

JA

2. To acquire, own, use, lease as lessor or lessee, convey and otherwise deal in and with real and personal property and any interests therein;

3. To carry on any other business whether related or not related to the foregoing including the transaction of all lawful business for which corporations may be organized pursuant to the Colorado Corporation Code, to have and exercise all powers, privileges and immunities now or hereafter conferred upon or permitted to corporations by the laws of the State of Colorado, and to do any and all of the things hereinbefore set forth to the same extent as natural persons could do insofar as permitted by the laws of the State of Colorado.

It is the intention that the purposes, objects and powers specified by the foregoing clauses shall not, except as otherwise expressed, be limited or restricted by reference to or inference from the terms of any other clause in these Articles of Incorporation, but each purpose, object or power stated in the foregoing clauses shall be regarded as an independent purpose, object or power.

ARTICLE IV

A. The total number of shares of all classes that the Corporation shall have authority to issue is 41,000,000, of which 40,000,000 shall be shares of Common Stock, par value \$.001 per share, and 1,000,000 shall be shares of Preferred Stock, par value \$.01 per share.

B. The designations, preferences, limitations and relative rights of the shares of each class are as follows:

1. Preferred Stock. The Corporation may divide and issue the shares of Preferred Stock in series. Preferred Stock of each series when issued shall be designated to distinguish them from the shares of all other series. The Board of Directors is expressly vested with authority to divide the class of Preferred Stock into series and to fix and determine the relative rights and preferences of the shares of any such series so established to the full extent permitted by the laws of the State of Colorado in respect of the following:

(a) The number of shares to constitute such series, and the distinctive designations thereof;

(b) The rate of dividends, the time of payment of dividends, whether dividends are cumulative and the date from which any dividends shall accrue;

(c) Whether shares may be redeemed and, if so, the redemption price and the terms and conditions of redemption;

(d) The amount payable upon shares in the event of involuntary liquidation;

(e) The amount payable upon shares in the event of voluntary liquidation;

(f) Sinking fund or other provisions, if any, for the redemption or purchase of shares;

(g) The terms and conditions on which shares may be converted, if the shares of any series are issued with the privilege of conversion;

(h) Voting powers, if any; and

(i) Any other preferences, limitations and relative rights of shares of such series including, without limitation, any restriction on an increase in the number of shares of any series theretofore authorized and any limitation or restriction of rights or powers to which shares of any future series may be subject.

2. Common Stock. (a) The rights of holders of shares of Common Stock to receive dividends or to share in the distribution of assets in the event of liquidation, dissolution or winding up of the affairs of the Corporation shall be subject to the preferences, limitations and relative rights of the Preferred Stock fixed in the resolution or resolutions which may be adopted from time to time by the Board of Directors of the Corporation providing for the issuance of one or more series of Preferred Stock.

(b) The holders of the Common Stock shall be entitled to one vote for each share of Common Stock held by them of record at the time for determining the holders thereof entitled to vote.

C. (1) No more than 20% of the aggregate number of shares of stock of any class or series outstanding at any time shall be owned of record or owned by aliens or their representatives or by a foreign government or representative thereof or by any corporation organized under the laws of a foreign country. The Corporation shall not be controlled directly or indirectly by any other corporation of which any officer or more than one-fourth of the directors are aliens, or of which more than one-fourth of the capital stock is owned of record or voted by aliens or their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country.

(2) Subject to the limitations contained in the Colorado Corporation Code, as amended from time to time, the Corporation is empowered to redeem any outstanding shares of stock of any class which are owned by a person or persons whose ownership thereof would constitute a violation of the cross-ownership rules of the Federal Communications Commission or of Section 310(a) of the Communications Act of 1934, as amended from time to time.

ARTICLE V

No shareholder shall have a preemptive right to subscribe for, purchase or acquire unissued or treasury shares of the Corporation or securities convertible into such shares or carrying a right to subscribe to or acquire shares.

ARTICLE VI

Cumulative voting shall not be allowed in the election of directors.

ARTICLE VII

Except as otherwise provided in these Articles of Incorporation, any action for which the Colorado Corporation Code requires the approval of two-thirds of the shares of any class or series entitled to vote with respect thereto shall require for approval the affirmative vote of a majority of the shares of any class or series outstanding and entitled to vote thereon.

ARTICLE VIII

The business and affairs of the Corporation shall be managed by the Board of Directors. The number of directors constituting the Board of Directors shall be fixed in the manner provided in the Bylaws of the Corporation, subject to the limitation that the number of directors of the Corporation shall be not fewer than three unless the outstanding shares of the Corporation are held of record by fewer than three shareholders, in which event there need be only as many directors as there are shareholders.

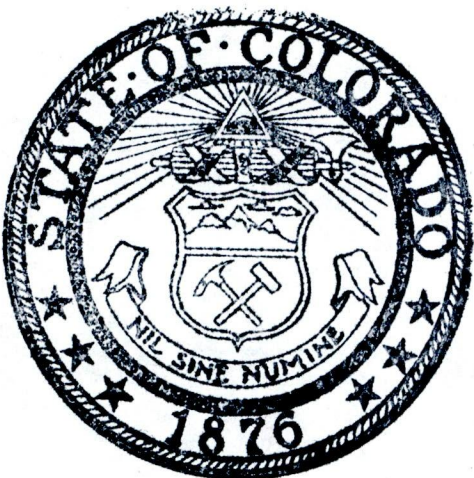
In the event, in accordance with the Bylaws of the Corporation, the Board of Directors shall consist of six or more members, the Board of Directors shall divide itself into three classes, each class to be as nearly equal in number as possible, the term of office of directors of the first class to expire at the first annual meeting of shareholders after its election, that of the second class to expire at the second annual meeting after its election and that of the third class to expire at the third annual meeting after its election. At each annual meeting following such classification and division of the members of the Board of Directors, a number of directors equal to the number of directorships in the class whose term expires at the time of such meeting shall be elected to hold office until the third succeeding annual meeting of shareholders. Any vacancy in the Board of Directors for any reason and any newly created directorships resulting from any increase in the number of directors may be filled by the Board of Directors acting by a majority of the directors then in office, although less than a quorum, and any director so chosen shall hold office until the next election of the class for which such director shall have been chosen. No decrease in the number of directors shall shorten the term of any incumbent director.

Notwithstanding any other provision of these Articles of Incorporation or the Bylaws of the Corporation, or any provision of law specifying a lesser percentage, the affirmative vote of the holders of at least two-thirds of the shares entitled to vote generally in the election of directors shall be required to amend, alter, change or repeal this Article VIII.

ARTICLE IX

A. To the fullest extent permitted by applicable law as the same exists or may hereafter be amended, a director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as the director.

B. The Corporation shall, to the fullest extent permitted by applicable law, (i) indemnify, and (ii) advance litigation expenses prior to the final disposition of an action, to any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Corporation or served any other enterprise as a director or officer at the request of the Corporation and such rights of indemnification and to advancement of litigation expenses shall also be applicable to the heirs, executors, administrators and legal representatives of such director or officer.



STATE OF COLORADO
DEPARTMENT OF STATE

I hereby certify that this is a true and complete copy of the document filed in this office and admitted to record in File 891006699

DATED November 29 93
Rafaela Reyes
Secretary of State

By Janet Longworth

SS: AN-TN 1
(Rev. 11/87)
SUBMIT ONE
Filing fee: \$10.00

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, Colorado 80202
(303) 866-2361

for office use only

This document must be typewritten.

CERTIFICATE OF
ASSUMED OR TRADE NAME

06-01-89 08:30
891060453 \$10.00

DP 871541645

Cellular, Inc. n.c.s. a corporation
~~or limited partnership~~ organized under the laws of Colorado
being desirous of transacting a portion of its business under an assumed or trade name as permitted by 7-71-101,
Colorado Revised Statutes hereby certifies:

1. The corporate or limited partnership name and location of its principal office is: Cellular, Inc.,
5990 Greenwood Plaza Blvd., Suite 300, Englewood, CO 80111
2. The name, other than its own corporate or limited partnership name, under which business is carried on is (Note 1):
Commnet 2000, Inc. ✓
3. A brief description of the kind of business transacted under such assumed or trade name is: To provide
design, implementation and operational services to cellular telephone systems

Limited Partnerships complete this section	Corporations complete this section
In	
IN WITNESS WHEREOF, the undersigned general partner of said limited partnership has this day executed this certificate _____ 19 _____ (Note 2)	IN WITNESS WHEREOF, the undersigned officers of said corporation have this day executed this certificate <u>May 22</u> 19 <u>89</u> <u>Cellular, Inc.</u> (Note 2)
by _____ (Note 3) General Partner	by <u>David M. Harrold</u> (Note 3) Its _____ President David M. Harrold
_____ General Partner	Attest: <u>Daniel P. Dwyer</u> Its _____ Secretary Daniel P. Dwyer

STATE OF Colorado
COUNTY OF Arapahoe ss.

Acknowledged before me this 22nd day of May 19 89
by David M. Harrold and Daniel P. Dwyer, President and Secretary of Cellular, Inc.
(Insert name(s) as signed above, title(s), and correct name of corporation)

In witness whereof I have hereunto set my hand and seal

My commission expires _____

My Commission Expires
January 13, 1990
10405 Jellison Wy.
Westminster, CO 80020

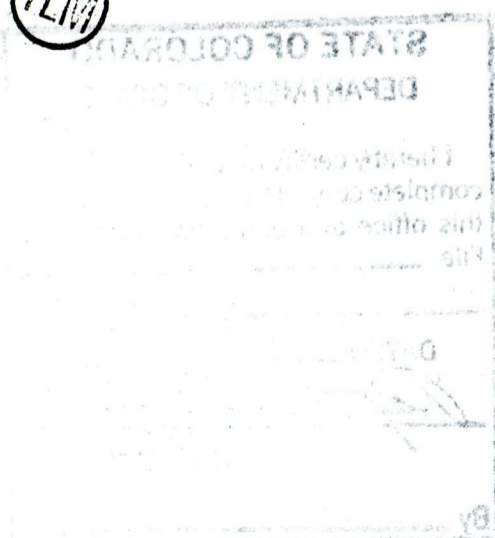
Carol Ann M. Secord
Notary Public

Note 1: Any assumed name used by any corporation shall contain one of the words "Corporation", "Incorporated", "Limited" or one of the abbreviations "Corp.", "Inc.", or "Ltd."
Any assumed name used by any limited partnership shall contain one of the words "Limited Partnership", "Limited", or "Company" or one of the abbreviations "L.P.", "Ltd.", or "Co."

Note 2: Exact name of corporation or limited partnership making the statement.

Note 3: Signature and title of officers signing (for the corporation, must be president or vice president; and secretary or assistant secretary for a limited partnership must be general partner)

COMPUTER UPDATE COMPLETE





STATE OF COLORADO
DEPARTMENT OF STATE

I hereby certify that this is a true and complete copy of the document filed in this office and admitted to record in File 891060453

DATED January 22 1993
Patsie Meyer
Secretary of State

By Jim Bergquist

DP871541645

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
CELLULAR, INC.

02-01-90 14:20
901005846 \$30.00

Under Section 7-2-109 of the Colorado Corporation Code

CELLULAR, INC., a Colorado corporation (the "Corporation"), pursuant to Section 7-2-109 of the Colorado Corporation Code, hereby adopts the following Articles of Amendment to its Amended and First Restated Articles of Incorporation:

FIRST: The name of the Corporation is Cellular, Inc.

SECOND: Article VII of the Articles of Incorporation of the Corporation is hereby amended in its entirety to read as follows:

ARTICLE VII

A. Except as otherwise expressly provided in Section B hereof, the affirmative vote of two-thirds of the outstanding shares of the Corporation entitled to vote shall be required to approve each of the following extraordinary actions:

(1) any sale, lease, exchange, transfer or other disposition of all or substantially all of the property and assets of the Corporation not in the usual and regular course of its business;

(2) any plan of merger, consolidation or exchange;

(3) voluntary dissolution of the Corporation by act of the Corporation;

(4) revocation of voluntary dissolution proceedings previously inaugurated by the Corporation;

(5) any loan of money to, guarantee of the obligations of, or other assistance to the directors of the Corporation or of any other corporation the majority of whose voting capital stock is owned by the Corporation; and

(6) amendment of any provision of this Article VII.

COMPUTER UPDATE COMPLETE
ARB

B. The provisions of Section A hereof shall not be applicable to any action described in subsections (1) through (4), and such action shall require only the affirmative vote of a majority of the outstanding shares of the Corporation, if the proposed action has been approved by the affirmative vote of two-thirds of the directors of the Corporation.

THIRD: Article VIII of the Articles of Incorporation of the Corporation is hereby amended to add the following:

The entire Board of Directors or any lesser number may be removed, with or without cause, by the affirmative vote of at least two-thirds of the outstanding shares of the Corporation then entitled to vote in the election of directors.

FOURTH: The Articles of Incorporation of the Corporation are hereby amended to add a new Article XI to read as follows:

ARTICLE XI

In addition to any affirmative vote required by law or these Articles of Incorporation, any "Business Combination" (as hereinafter defined) involving the Corporation shall be subject to approval in the manner set forth in this Article XI.

A. For purposes of this Article XI:

(1) "affiliate" and "associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as in effect on February 1, 1990.

(2) "Beneficial Owner" and "beneficial ownership" shall have the meanings ascribed to such terms in Rule 13d-3 and Rule 13d-5 of the General Rules and Regulations under the Exchange Act, as in effect on February 1, 1990.

(3) "Business Combination" shall mean:

(a) any merger or consolidation of the Corporation or any Subsidiary with (i) an Interested Stockholder or (ii) any other Person (whether or not itself an Interested Stockholder) which is, or after such merger or consolidation would be, an affiliate or associate of an Interested Stockholder;

(b) any sale, lease, exchange, mortgage, pledge, transfer or other disposition in one transaction or a series

of transactions to or with, or proposed by or on behalf of, an Interested Stockholder or an affiliate or associate of an Interested Stockholder, of any assets of the Corporation or any Subsidiary having an aggregate book value as of the end of the Corporation's most recently ended fiscal quarter of ten percent or more of the net assets of the Corporation and its Subsidiaries taken as a whole as of the end of such fiscal quarter;

(c) the issuance or transfer by the Corporation or any Subsidiary, in one transaction or a series of transactions, of any securities of the Corporation or any Subsidiary to, or proposed by or on behalf of, an Interested Stockholder or an affiliate or associate of an Interested Stockholder, except pursuant to the exercise of warrants or rights to purchase securities offered pro rata to all holders of the Voting Shares or pursuant to any other method affording substantially proportionate treatment to the holders of the Voting Shares;

(d) the adoption of any plan or proposal for the liquidation or dissolution of the Corporation, or any spin-off or split-up of any kind of the Corporation or any Subsidiary, proposed by or on behalf of an Interested Stockholder or an affiliate or associate of an Interested Stockholder;

(e) any reclassification of securities (including any reverse stock split), or recapitalization of the Corporation, or any merger or consolidation of the Corporation with any Subsidiary or any other transaction (whether or not with or into or otherwise involving an Interested Stockholder) which has the effect, directly or indirectly, in one transaction or a series of transactions, of increasing the percentage of the outstanding shares of (i) any class of equity securities of the Corporation or any Subsidiary or (ii) any class of securities of the Corporation or any Subsidiary convertible into equity securities of the Corporation or any Subsidiary, represented by securities of such class which are directly or indirectly beneficially owned by an Interested Stockholder and all of its affiliates and associates;

(f) any redemption by the Corporation of shares of outstanding stock of the Corporation or of options, warrants or rights to acquire shares of stock of the Corporation beneficially owned by an Interested Stockholder or an affiliate or associate of an Interested Stockholder other than on a pro rata basis to all holders of such stock or rights; or

(g) any agreement, contract or other arrangement providing for any of the foregoing.

(4) "Continuing Director" shall mean:

(a) any member of the Board of Directors of the Corporation who (i) is neither the Interested Stockholder involved in the Business Combination as to which a vote of Continuing Directors is provided hereunder, nor an affiliate, associate, employee, agent, or nominee of such Interested Stockholder, or a relative of any of the foregoing, and (ii) was a member of the Board of Directors of the Corporation prior to the time that such Interested Stockholder became an Interested Stockholder; and

(b) any successor of a Continuing Director described in subsection (a) who (i) is not an affiliate or an associate of an Interested Stockholder or any of its affiliates, other than the Corporation or any Subsidiary, and (ii) is recommended or elected to succeed a Continuing Director by the affirmative vote of a majority of Continuing Directors then on the Board of Directors of the Corporation.

(5) "Fair Market Value" shall mean:

(a) in the case of stock, the highest closing sale price during the 30-day period immediately preceding the date in question of a share of such stock on the Composite Tape for New York Stock Exchange-listed stocks, or, if such stock is not reported on the Composite Tape, on the New York Stock Exchange, or, if such stock is not listed on such Exchange, on the principal United States securities exchange registered under the Exchange Act on which such stock is listed, or, if such stock is not listed on any such exchange, the highest closing bid quotation with respect to a share of such stock during the 30-day period preceding the date in question on the National Association of Securities Dealers, Inc. automated quotation system or any similar interdealer quotation system then in use, or, if no such quotation is available, the fair market value on the date in question of a share of such stock as determined by a majority of the Continuing Directors; and

(b) in the case of property other than cash or stock, the fair market value of such property on the date in question as determined by a majority of the Continuing Directors.

(6) "Interested Stockholder" shall mean any Person (other than the Corporation or any Subsidiary, any employee benefit plan maintained by the Corporation or any Subsidiary or any trustee of, or fiduciary with respect to, any such plan when acting in such capacity) who or which:

(a) is, or was at any time within the two-year period immediately prior to the date in question, the Beneficial Owner, directly or indirectly, of 10% or more of the then outstanding Voting Shares; or

(b) is an assignee of, or has otherwise succeeded to, any Voting Shares of which an Interested Stockholder was the Beneficial Owner, directly or indirectly, at any time within the two-year period immediately prior to the date in question, if such assignment or succession shall have occurred in the course of a transaction, or series of transactions, not involving a public offering within the meaning of the Securities Act of 1933, as amended.

For the purpose of determining whether a Person is an Interested Stockholder, the outstanding Voting Shares shall include unissued shares of voting stock of the Corporation of which the Interested Stockholder is the Beneficial Owner but shall not include any other shares of voting stock of the Corporation which may be issuable pursuant to any agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise, to any Person who is not the Interested Stockholder.

(7) "Person" shall mean any individual, partnership, firm, corporation, association, trust, unincorporated organization or other entity, as well as any syndicate or group deemed to be a person pursuant to Section 14(d)(2) of the Exchange Act, as in effect on February 1, 1990.

(8) "Subsidiary" shall mean any company of which the Corporation owns, directly or indirectly, (a) a majority of the outstanding shares of equity securities of such company or (b) shares having a majority of the voting power represented by all of the outstanding voting stock of such company. For the purpose of determining whether a company is a Subsidiary, the outstanding voting stock and shares of equity securities thereof shall include unissued shares of which the Corporation is the Beneficial Owner but, except for the purposes of Section A(6) hereof, shall not include any other shares which may be issuable pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, warrants or options, or otherwise, to any Person who is not the Corporation.

(9) "Voting Shares" shall mean the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors.

B. Except as expressly provided in Section C hereof, any Business Combination shall require the affirmative vote of the

holders of at least 66.67% of the voting power of all of the Voting Shares voting together as a single class. Such affirmative vote shall be required notwithstanding the fact that no vote may be required, or that a lesser percentage may be specified, by law or in any agreement with any national securities exchange or otherwise.

C. The provisions of Section B hereof shall not be applicable to any particular Business Combination, and such Business Combination shall require only the affirmative vote of a majority of the shares entitled to vote thereon, if the conditions specified in either of the following paragraphs (1) or (2) are met:

(1) The Business Combination shall have been approved by the vote of two-thirds or more of the Continuing Directors.

(2) All of the following conditions shall have been met:

(a) With respect to each share of each class of outstanding voting stock of the Corporation (including Common Stock), the holder thereof shall be entitled to receive on or before the date of the consummation of the Business Combination (the "Consummation Date"), cash and consideration, in the form specified in Section C(2)(b) hereof, with an aggregate Fair Market Value as of five days before the Consummation Date at least equal to the highest of the following:

(i) the highest per share price (including brokerage commissions, transfer taxes and soliciting dealers' fees) paid by the Interested Stockholder to which the Business Combination relates, or by any affiliate or associate of such Interested Stockholder, for any shares of such class of voting stock acquired by it (A) within the two-year period immediately prior to the first public announcement of the proposal of the Business Combination (the "Announcement Date") or (B) in the transaction in which such Interested Stockholder became an Interested Stockholder, whichever is higher;

(ii) the Fair Market Value per share of such class of voting stock of the Corporation on the Announcement Date or on the date such Interested Stockholder became an Interested Stockholder, whichever is higher; or

(iii) in the case of securities other than Common Stock, the highest preferential amount per share, if any, to which the holders of shares of such class of voting stock of the Corporation are entitled as of the Consummation Date in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation.

(b) The consideration to be received by holders of a particular class of outstanding voting stock of the Corporation (including Common Stock) as described in Section C(2)(a) hereof shall be in cash or, if the consideration previously paid by or on behalf of the Interested Stockholder in connection with its acquisition of beneficial ownership of shares of such class of voting stock consisted, in whole or in part, of consideration other than cash, then in the same form as such consideration. If such payment for shares of any class of voting stock of the Corporation has been made in varying forms of consideration, the form of consideration for such class of voting stock shall be either cash or the form used to acquire the beneficial ownership of the largest number of shares of such class of voting stock previously acquired by the Interested Stockholder.

(c) After such Interested Stockholder has become an Interested Stockholder and through the Consummation Date, unless approved by a majority of the Continuing Directors, there shall have been: (i) no failure to declare and pay at the regular date therefor any full dividends (whether or not cumulative) on the outstanding preferred stock of the Corporation, if any; (ii) no reduction in the annual rate of dividends paid on the Common Stock of the Corporation (except as necessary to reflect any subdivision of the Common Stock), if any; (iii) an increase in such annual rate of dividends as necessary to reflect any reclassification (including any reverse stock split), recapitalization, reorganization or any similar transaction which has the effect of reducing the number of outstanding shares of the Common Stock; and (iv) no increase in the number of shares of voting stock of the Corporation beneficially owned by such Interested Stockholder except as part of the transaction which results in such Interested Stockholder becoming an Interested Stockholder. The provision of clauses (i) and (ii) of the subsection (c) shall not apply if the Interested Stockholder or an affiliate or associate of the Interested Stockholder did not vote as a director of the Corporation in a manner inconsistent with clauses (i) and (ii) of this subsection (c) and the Interested Stockholder, within ten days after any act or failure to act inconsistent with clauses (i) and (ii) of this subsection (c), notified the Board of Directors of the Corporation in writing that the Interested Stockholder disapproved thereof and requested in good faith that the Board of Directors rectify the act or failure to act.

(d) After such Interested Stockholder has become an Interested Stockholder, neither such Interested Stockholder nor any affiliate or associate thereof shall have received

the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges or other financial assistance or any tax credits or other tax advantages provided by the Corporation or any of its Subsidiaries, whether in anticipation of or in connection with such Business Combination or otherwise.

(e) A proxy or information statement describing the proposed Business Combination and complying with the requirements of the Exchange Act and the General Rules and Regulations thereunder (or any subsequent provisions replacing such Act, rules or regulations) shall be mailed to the stockholders of the Corporation at least 30 days prior to the Consummation Date (whether or not such proxy or information statement is required to be mailed pursuant to the Exchange Act or such rules and regulations or any subsequent provisions thereof).

D. A majority of the Continuing Directors shall have the power and duty to determine, on the basis of information known to them after reasonable inquiry, all facts necessary to determine compliance with this Article XI, including, without limitation, (1) whether a Person is an Interested Stockholder, (2) the number of Voting Shares beneficially owned by any Person or whether a Person is a Beneficial Owner of securities, (3) whether a Person is an affiliate or associate of another, (4) whether the requirements of Section C(2) hereof have been met with respect to any Business Combination and (5) the fair market value of any assets, securities or other property. The determination of a majority of the Continuing Directors on such matters shall be conclusive and binding for all the purposes of this Article XI.

E. (1) Nothing contained in this Article XI shall be construed to relieve an Interested Stockholder from any fiduciary obligation imposed by law.

(2) The fact that any Business Combination complies with the provisions of Section C hereof shall not be construed to impose any fiduciary duty, obligation or responsibility on the Board of Directors, or any member thereof, to approve such Business Combination or recommend its adoption or approval to the stockholders of the Corporation, nor shall such compliance limit, prohibit or otherwise restrict in any manner the Board of Directors, or any member thereof, with respect to evaluations of, or actions and responses taken with respect to, such Business Combination.

F. This Article may be altered, amended or repealed, and any provision inconsistent herewith may be adopted, only by the affirmative vote of 66.67% of the voting power of the Voting Shares, in addition to any other vote required by these Articles of Incorporation or by law.

FIFTH: The foregoing amendment was adopted by the stockholders of the Corporation on February 1, 1990 at a meeting duly called and held in the manner prescribed by the Colorado Corporation Code.

SIXTH: The number of shares voted for the foregoing amendment was sufficient for approval.

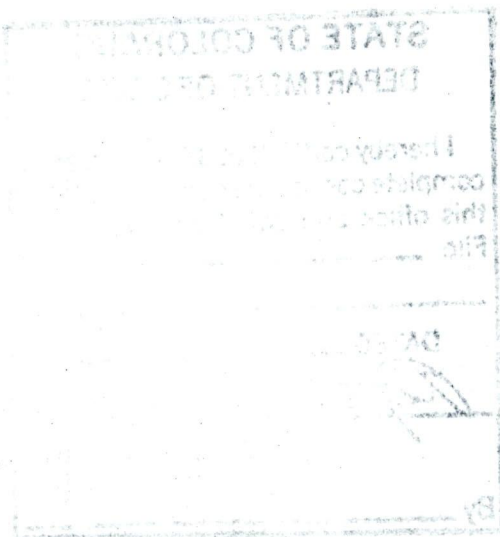
IN WITNESS WHEREOF, the Corporation has caused its corporate seal to be affixed hereto and this Amendment to its Articles of Incorporation to be signed by its President and Secretary this 1st day of February, 1990.

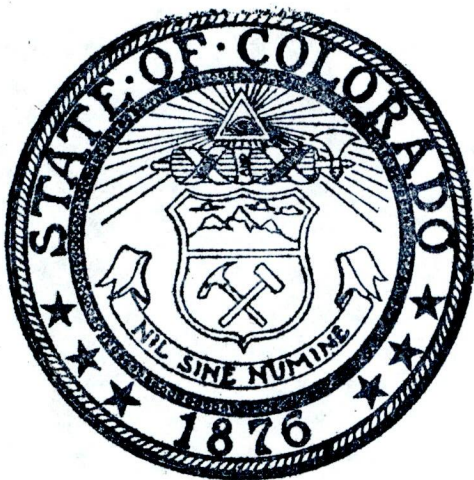
CELLULAR, INC.

By: *Donald C. Tolo*
President

ATTEST:

Daniel P. Dwyer
Secretary



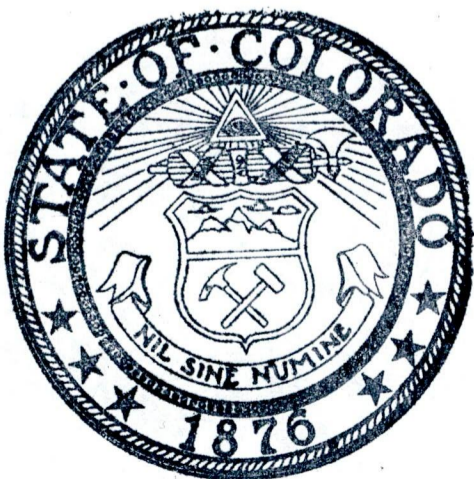


STATE OF COLORADO
DEPARTMENT OF STATE

I hereby certify that this is a true and complete copy of the document filed in this office and admitted to record in File 901005846

DATED November 29 93
Rafaela Meyer
Secretary of State

By *Jim Bergquist*



**STATE OF COLORADO
DEPARTMENT OF STATE**

I hereby certify that this is a true and complete copy of the document filed in this office and admitted to record in File 90104.3076

DATE November 2 1993

Rafaela Reyes
Secretary of State

By *John Sangworth*

12-19-90 16:08

CERTIFICATE OF DESIGNATION OF SERIES

RECORDED

901109741

\$30.00

Dec 19 4 02 PM '90

AND DETERMINATION OF RIGHTS AND PREFERENCES

OF

SERIES A PREFERRED STOCK

OF

CELLULAR, INC.

DP 871541645

TO THE SECRETARY OF STATE OF THE STATE OF COLORADO:

Pursuant to the provisions of the Colorado Corporation Code of the State of Colorado, Cellular, Inc., a Colorado corporation (the "Corporation"), submits the following Certificate of Designation of Series and Determination of Rights and Preferences of its Series A Preferred Stock.

FIRST: The name of the Corporation is Cellular, Inc., a Colorado corporation. *McG*

SECOND: The following resolution was duly adopted by the Board of Directors of the Corporation at a meeting of Board of Directors held on December 10, 1990: ✓

RESOLVED, that pursuant to Article IV of the Corporation's Articles of Incorporation, as amended, there is hereby established a series of preferred stock of the Corporation consisting of 150,000 shares to have the designation, rights, preferences and limitations set forth below.

1. Designation.

The shares of such series shall be designated "Series A Preferred Stock." Such series shall hereafter be referred to as "Series A Preferred Stock." ✓

2. Dividends and Distributions.

(a) Subject to the provisions for adjustment hereinafter set forth, the holders of shares of Series A Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, (i) cash dividends in an amount per share (rounded to the nearest cent) equal to 100 times the aggregate per share amount of all cash dividends declared or paid on the common stock, \$.001 par value per share, of the Corporation ("Common Stock") and (ii) a preferential cash dividend (a "Preferential Dividend"), if any, on the fifteenth day of January, April, July and October of each year (each a "Quarterly Dividend Payment Date") in an amount equal to \$1.00 per

COMPUTER UPDATE COMPLETE
MRP

share of Series A Preferred Stock less the per share amount of all cash dividends declared on the Series A Preferred Stock pursuant to clause (i) of this sentence since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Series A Preferred Stock. The Preferential Dividend shall be payable commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Series A Preferred Stock and shall be cumulative from such date. Accruals of dividends shall not bear interest. In the event the Corporation shall, at any time after the issuance of any share or fraction of a share of Series A Preferred Stock, make any distribution on the shares of Common Stock, whether by way of a dividend or a reclassification of stock, a recapitalization, reorganization or partial liquidation of the Corporation or otherwise, which is payable in cash or any debt security, debt instrument, real or personal property or any other property (other than cash dividends subject to clause (i) of the immediately preceding sentence and other than a distribution of shares of Common Stock or other capital stock of the Corporation and other than a distribution of rights or warrants to acquire any such share, including any debt security convertible into or exchangeable for any such share, at a price less than the Current Market Price (as defined in Section 7d) of such share), then and in each such event the Corporation shall simultaneously pay on each then outstanding share of Series A Preferred Stock of the Corporation a distribution, in like kind, of 100 times (subject to the provisions for adjustment hereinafter set forth) such distribution paid on a share of Common Stock. The dividends and distributions on the Series A Preferred Stock to which holders thereof are entitled pursuant to clause (i) of the first sentence of this paragraph and the second sentence of this paragraph are hereinafter referred to as "Participating Dividends." The multiple of cash and noncash dividends on the Common Stock applicable to the determination of the Participating Dividends, which shall be 100 initially but shall be adjusted from time to time as hereinafter provided, is hereinafter referred to as the "Dividend Multiple." In the event the Corporation shall at any time after the Distribution Date (as that term is defined in that certain Rights Agreement, dated as of December 10, 1990, between the Corporation and The Bank of New York, as Rights Agent (the "Rights Agreement")) declare or pay any dividend or make any distribution on Common Stock payable in shares of Common Stock, or effect a subdivision or split or a combination, consolidation or reverse split of the outstanding shares of Common Stock into a greater or lesser number of shares of Common Stock, then in each such event the Dividend Multiple thereafter applicable to the determination of the amount of Participating Dividends which holders of shares of Series A Preferred Stock shall be entitled to receive shall be the Dividend Multiple applicable immediately prior to such event multiplied by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator

of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(b) The Corporation shall declare each Participating Dividend at the same time it declares any cash or noncash dividend or distribution on the Common Stock in respect of which a Participating Dividend is required to be paid. No cash or noncash dividend or distribution on the Common Stock in respect of which a Participating Dividend is required shall be paid or set aside for payment on the Common Stock unless a Participating Dividend in respect of such dividend or distribution is paid or set aside for payment.

(c) If at the time of any annual meeting of stockholders for the election of directors a default in preference dividends on the Series A Preferred Stock shall exist, the number of directors constituting the Board of Directors of the Corporation shall be increased by two, and the holders of the Series A Preferred Stock, together with the holders of any other series of Preferred Stock of the Corporation who shall have been granted voting rights to elect directors upon a default in the payment of dividends by the Corporation (collectively with the holders of the Series A Preferred Stock, the "Preferred Stockholders"), shall have the right at such meeting, voting together as a single class without regard to series, to the exclusion of the holders of Common Stock, to elect two directors of the Corporation to fill such newly created directorships. Such right shall continue for so long as a default in preference dividends shall exist. Each director elected by the Preferred Stockholders (herein called a "Preferred Director") shall continue to serve as such director for the full term for which he shall have been elected, notwithstanding that prior to the end of such term a default in preference dividends shall cease to exist. Any Preferred Director may be removed by, and shall not be removed without cause except by, the vote of the Preferred Stockholders, voting together as a single class without regard to series, at a meeting of the stockholders, or of the Preferred Stockholders, called for the purpose. So long as a default in any preference dividends on the Series A Preferred Stock shall exist (i) any vacancy in the office of a Preferred Director may be filled for the unexpired term of such Preferred Director (except as provided in the following clause (ii)) by an instrument in writing signed by the remaining Preferred Director and filed with the Corporation and (ii) in case of the removal of any Preferred Director, the vacancy may be filled by the vote of the Preferred Stockholders, voting together as a single class without regard to series, at the same meeting at which such removal shall be voted. Each director appointed as aforesaid by the remaining Preferred Director shall be deemed, for all purposes hereof, to be a Preferred Director. Whenever the term of office of the Preferred Directors shall end and a default in preference dividends shall no longer exist, the number of directors constituting the Board of Directors shall be reduced by two. For the purposes hereof, a

"default in preference dividends" on the Series A Preferred Stock shall be deemed to have occurred whenever the amount of dividends in arrears upon the Series A Preferred Stock shall be equivalent to six full quarterly dividends or more and, having so occurred, such default shall be deemed to exist thereafter until, but only until, all accrued dividends on all shares of Series A Preferred Stock then outstanding shall have been paid to the end of the last preceding quarterly dividend period.

3. Voting Rights.

(a) Subject to the provision for adjustment hereinafter set forth, each share of Series A Preferred Stock shall entitle the holder thereof to 100 votes on all matters submitted to a vote of the stockholders of the Corporation. The number of votes to which each share of Series A Preferred Stock is entitled, which shall be 100 initially but which shall be adjusted from time to time as hereinafter provided, is hereinafter referred to as the "Vote Multiple." In the event the Corporation shall at any time after the Distribution Date declare or pay a dividend on the Common Stock, or effect a subdivision or split or a combination, consolidation or reverse split of the outstanding shares of Common Stock into a greater or lesser number of shares of Common Stock, then in each such case the Vote Multiple thereafter applicable to the determination of the number of votes per share to which holders of shares of Series A Preferred Stock shall be entitled after such event shall be the Vote Multiple immediately prior to such event multiplied by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(b) Except as otherwise provided herein or by law, the holders of shares of Series A Preferred Stock and the holders of shares of Common Stock shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(c) Except as otherwise required by law or set forth herein, holders of Series A Preferred Stock shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for the taking of any corporate action.

4. Certain Restrictions.

(a) Whenever Preferential Dividends or Participating Dividends are in arrears, thereafter and until all such accumulated and unpaid Preferential Dividends and Participating Dividends, whether or not declared, on shares of Series A Preferred Stock outstanding shall have been paid or set aside for payment in full, and in addition to any and all other

rights which any holder of shares of Series A Preferred Stock may have in such circumstances, the Corporation shall not:

(i) declare or pay dividends on, make any other distributions on or redeem or purchase or otherwise acquire for consideration any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Series A Preferred Stock;

(ii) declare or pay dividends or make any other distributions on any shares of stock ranking on a parity as to dividends with the Series A Preferred Stock, unless dividends are paid ratably on the Series A Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) except as permitted by subparagraph (iv) of this paragraph (a), redeem or purchase or otherwise acquire for consideration shares of any stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Series A Preferred Stock, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such parity stock in exchange for shares of any stock of the Corporation ranking junior (both as to dividends and upon liquidation, dissolution or winding up) to the Series A Preferred Stock; or

(iv) purchase or otherwise acquire for consideration any shares of Series A Preferred Stock, or any shares of stock ranking on a parity with the Series A Preferred Stock (either as to dividends or upon liquidation, dissolution or winding up), except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(b) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the

Corporation could, under paragraph (a) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

(c) The Corporation shall not issue any shares of Series A Preferred Stock except upon exercise of Rights (as defined in the Rights Agreement). A copy of the Rights Agreement is on file at the principal executive office of the Corporation and shall be made available to holders of record of Common Stock or Series A Preferred Stock without charge upon written request therefor addressed to the Secretary of the Corporation. Notwithstanding the foregoing sentence, nothing contained in the provisions hereof shall prohibit or restrict the Corporation from issuing for any purpose any series of Preferred Stock with rights and privileges similar to, different from, or senior to those of the Series A Preferred Stock.

5. Reacquired Shares.

Any shares of Series A Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and cancelled promptly after the acquisition thereof. The Corporation shall cause all such shares upon their retirement and cancellation to become authorized but unissued shares of Preferred Stock, without designation as to series, and such shares may be reissued as part of a new series of Preferred Stock to be created by resolution or resolutions of the Board of Directors.

6. Liquidation, Dissolution or Winding Up.

Upon any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, no distribution shall be made (i) to the holders of shares of stock ranking junior to the Series A Preferred Stock (upon liquidation, dissolution or winding up) unless the holders of shares of Series A Preferred Stock shall have received, subject to adjustment as hereinafter provided, the greater of either (A) \$100.00 per share plus an amount equal to accumulated and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, or (B) the amount equal to 100 times the aggregate amount to be distributed per share to holders of Common Stock, or (ii) to the holders of stock ranking on a parity upon liquidation, dissolution or winding up with the Series A Preferred Stock, unless simultaneously therewith distributions are made ratably on the Series A Preferred Stock and all other shares of such parity stock in proportion to the total amounts to which the holders of shares of Series A Preferred Stock are entitled under clause (i) (A) of this sentence and to which the holders of such parity shares are entitled, in each case upon such liquidation, dissolution or winding up. The amount to which holders of Series A Preferred Stock shall be entitled upon liquidation, dissolution or winding up of the Corporation pursuant to clause (i) (B) of the foregoing sentence is hereinafter referred

to as the "Participating Liquidation Amount." The multiple of the amount to be distributed to holders of shares of Common Stock upon the liquidation, dissolution or winding up of the Corporation applicable pursuant to said clause to the determination of the Participating Liquidation Amount, which shall be 100 initially but shall be adjusted from time to time as hereinafter provided, is hereinafter referred to as the "Liquidation Multiple." In the event the Corporation shall at any time after the Distribution Date declare or pay any dividend on Common Stock payable in shares of Common Stock, or effect a subdivision or split or a combination, consolidation or reverse split of the outstanding shares of Common Stock into a greater or lesser number of shares of Common Stock, then in each such case the Liquidation Multiple thereafter applicable to the determination of the Participating Liquidation Amount to which holders of Series A Preferred Stock shall be entitled after such event shall be the Liquidation Multiple applicable immediately prior to such event multiplied by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

7. Certain Reclassification and Other Events.

(a) In the event that holders of shares of Common Stock receive after December 24, 1990 in respect of their shares of Common Stock any share of capital stock of the Corporation (other than any share of Common Stock of the Corporation), whether by way of reclassification, recapitalization, reorganization, dividend or other distribution or otherwise ("Transaction"), then in each such event that dividend rights, rights upon the liquidation, dissolution or winding up of the Corporation and voting rights of the shares of Series A Preferred Stock shall be adjusted so that after such event the holders of Series A Preferred Stock shall be entitled, in respect of each share of Series A Preferred Stock held, in addition to such rights in respect thereof to which such holder was entitled immediately prior to such adjustment, to (i) such additional dividends as equal the Dividend Multiple in effect immediately prior to such Transaction multiplied by the additional dividends which the holder of a share of Common Stock shall be entitled to receive by virtue of the receipt in such Transaction of such capital stock, (ii) such additional distributions upon liquidation, dissolution or winding up of the Corporation as equal the Liquidation Multiple in effect immediately prior to such Transaction multiplied by the additional amount which the holder of a share of Common Stock shall be entitled to receive upon liquidation, dissolution or winding up of the Corporation, as the case may be, by virtue of the receipt in such Transaction of such capital stock, all as provided by the terms of such capital stock, and (iii) such additional voting rights as equal the Vote Multiple in effect immediately prior to such Transaction multiplied by the additional voting rights which the holder of a share of Common

Stock shall be entitled to receive by virtue of the receipt in the Transaction of such capital stock.

(b) In the event that holders of shares of Common Stock receive after December 24, 1990 in respect of their shares of Common Stock any right or warrant to purchase Common Stock (including as such a right, for all purposes of this paragraph, any security convertible into or exchangeable for Common Stock) at a purchase price per share less than the Current Market Price (as hereinafter defined) of a share of Common Stock on the date of issuance of such right or warrant, then in each such event the dividend rights, rights upon the liquidation, dissolution or winding up of the Corporation and voting rights of the shares of Series A Preferred Stock shall each be adjusted so that after such event the Dividend Multiple and the Liquidation Multiple and the Vote Multiple shall each be the product of the Dividend Multiple, the Liquidation Multiple and the Vote Multiple, as the case may be, in effect immediately prior to such event multiplied by a fraction the numerator of which shall be the number of shares of Common Stock outstanding immediately before such issuance of rights or warrants plus the maximum number of shares of Common Stock which could be acquired upon exercise in full of all such rights or warrants and the denominator of which shall be the number of shares of Common Stock outstanding immediately before such issuance of rights or warrants plus the number of shares of Common Stock which could be purchased, at the Current Market Price of the Common Stock at the time of such issuance, by the maximum aggregate consideration payable upon exercise in full of all such rights or warrants.

(c) In the event that holders of shares of Common Stock receive after December 24, 1990 in respect of their shares of Common Stock any right or warrant to purchase capital stock of the Corporation (other than shares of Common Stock), including as such a right, for all purposes of this paragraph, any security convertible into or exchangeable for capital stock of the Corporation (other than Common Stock), at a purchase price per share less than the Current Market Price of such shares of capital stock on the date of issuance of such right or warrant, then in each such event the dividend rights, rights upon liquidation, dissolution or winding up of the Corporation and the voting rights of the shares of Series A Preferred Stock shall each be adjusted so that after such event each holder of a share of Series A Preferred Stock shall be entitled, in addition to such rights in respect thereof to which such holder was entitled immediately prior to such event, to receive (i) such additional dividends as equal the Dividend Multiple in effect immediately prior to such event multiplied, first, by the additional dividends to which the holder of a share of Common Stock shall be entitled upon exercise of such right or warranty by virtue of the capital stock which could be acquired upon such exercise and multiplied again by the Discount Fraction (as hereinafter defined), (ii) such additional

distributions upon liquidation, dissolution or winding up of the Corporation as equal the Liquidation Multiple in effect immediately prior to such event multiplied, first, by the additional amount which the holder of a share of Common Stock shall be entitled to receive upon liquidation, dissolution or winding up of the Corporation upon exercise of such right or warranty by virtue of the capital stock which could be acquired upon such exercise and multiplied again by the Discount Fraction and (iii) such additional voting rights as equal the Vote Multiple in effect immediately prior to such event multiplied, first, by the additional voting rights to which the holder of a share of Common Stock shall be entitled upon exercise of such right or warrant by virtue of the capital stock which could be acquired upon such exercise and multiplied again by the Discount Fraction. For purposes of this paragraph, the "Discount Fraction" shall be a fraction the numerator of which shall be the difference between the Current Market Price of a share of the capital stock subject to a right or warrant distributed to holders of shares of Common Stock as contemplated by this paragraph immediately after the distribution thereof and the purchase price per share for such share of capital stock pursuant to such right or warrant and the denominator of which shall be the Current Market Price of a share of such capital stock immediately after the distribution of such right or warrant.

(d) For purposes of this Section 7, the "Current Market Price" of a share of capital stock of the Corporation (including a share of Common Stock) on any date shall be deemed to be the average of the daily closing prices per share thereof over the 30 consecutive Trading Days (as such term is hereinafter defined) immediately prior to such date, provided that in the event that such Current Market Price of any such share of capital stock is determined during a period which includes any date that is within 30 Trading Days after the ex-dividend date for (i) a dividend or distribution on stock payable in shares of such stock or securities convertible into shares of such stock or (ii) any subdivision, split, combination, consolidation, reverse stock split or reclassification of such stock, then in each such event, the Current Market Price shall be appropriately adjusted by the Board of Directors to reflect the Current Market Price of such stock to take into account ex-dividend trading. The closing price for any day shall be the last sale price, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on a national securities exchange or, if the shares are not listed or admitted to trading on a national securities exchange, the last quoted price or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc. Automated Quotation System or such other system then in use, or if on any such date the shares are not quoted by any such organization, the average of the closing bid and

asked prices as furnished by a professional market maker making a market in the shares selected by the Board of Directors. The term "Trading Day" shall mean a day on which the principal national securities exchange on which the shares are listed or admitted to trading is open for the transaction of business or, if the shares are not listed or admitted to trading on any national securities exchange, on which the New York Stock Exchange or such other national securities exchange as may be selected by the Board of Directors is open. If the shares are not publicly held or not so listed or traded on any day within the period of 30 Trading Days applicable to the determination of Current Market Price thereof as aforesaid, "Current Market Price" shall mean the fair market value thereof per share as determined in good faith by the Board of Directors. In either case referred to in the foregoing sentence, the determination of Current Market Price shall be described in a statement filed with the Secretary of the Corporation.

8. Consolidation, Merger, etc.

In the event that the Corporation shall enter into any consolidation, merger, combination or other transaction in which shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such event each outstanding share of Series A Preferred Stock shall at the same time be similarly exchanged for or changed into the aggregate amount of stock, securities, cash and other property (payable in like kind), as the case may be, for which or into which each share of Common Stock is changed or exchanged multiplied by the higher of the Dividend Multiple, the Liquidation Multiple or the Vote Multiple in effect immediately prior to such event.

9. Effective Time of Adjustments.

(a) Adjustments to the Series A Preferred stock required by the provisions hereof shall be effective as of the time at which the event requiring such adjustments occurs.

(b) The Corporation shall give prompt written notice to each holder of a share of Series A Preferred Stock of the effect on any such shares of any adjustment to the dividend rights, rights upon liquidation, dissolution or winding up of the Corporation or voting rights required by the provisions hereof. Notwithstanding the foregoing sentence, the failure of the Corporation to give such notice shall not affect the validity of or the force or effect of or the requirement for such adjustment.

10. No Redemption.

The shares of Series A Preferred Stock shall not be redeemable at the option of the Corporation or any holder thereof. Notwithstanding the foregoing sentence of this Section, the Corporation may acquire shares of Series A Preferred Stock in any

other manner permitted by law, the provisions of this Certificate of Designation and the Corporation's Articles of Incorporation, as amended.

11. Ranking.

Unless otherwise provided in the Corporation's Articles of Incorporation, as amended, or a certificate of designation relating to a subsequent series of Preferred Stock of the Corporation, the Series A Preferred Stock shall rank junior to all other series of the Corporation's preferred stock as to the payment of dividends and the distribution of assets on liquidation, dissolution or winding up and senior to the Common Stock.

12. Fractional Shares.

The Series A Preferred Stock may be issued in one-hundredths of a share or any integral multiple thereof. All such fractional shares of Series A Preferred Stock shall have, proportionately, the same rights, preferences and limitations as full shares of Series A Preferred Stock.

13. Amendment.

After the Distribution Date (as defined in the Rights Agreement), the provisions hereof and of the Corporation's Articles of Incorporation, as amended, shall not be amended in any manner which would materially affect the rights, privileges or powers of the Series A Preferred Stock without, in addition to any other vote of stockholders required by law, the affirmative vote of the holders of 80% or more of the outstanding shares of Series A Preferred Stock, voting together as a single class.

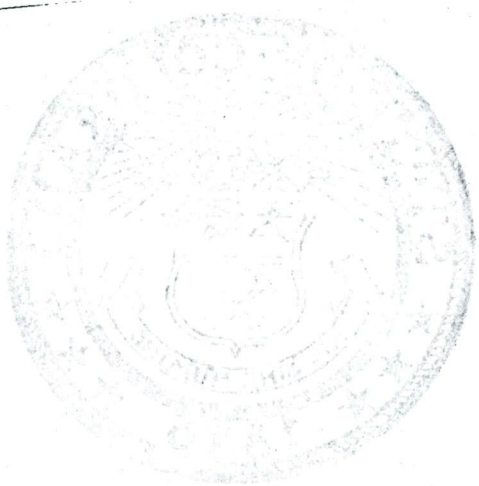
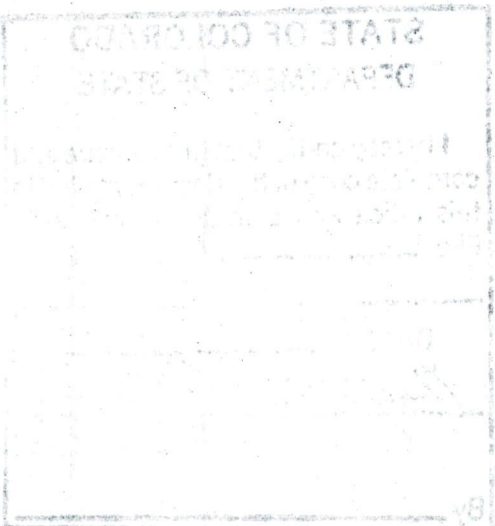
IN WITNESS WHEREOF, the undersigned Corporation has caused this Certificate to be executed by its duly authorized President and Secretary.

Dated: December 19, 1990.

CELLULAR, INC.

By: Arnold C. Pohn
Arnold C. Pohn, President

By: Amy M. Shapiro
Amy M. Shapiro, Secretary





STATE OF COLORADO
DEPARTMENT OF STATE

I hereby certify that this is a true and complete copy of the document filed in this office and admitted to record in File 901108741

DATED November 29, 93
Rafaela Reyes
Secretary of State

By *gru...*