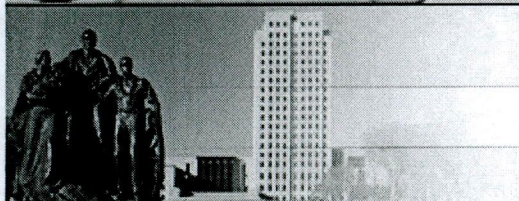


Your Gateway to North Dakota



SECRETARY OF STATE NORTH DAKOTA



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BISMARCK MSA LIMITED PARTNERSHIP

Partnership Details

System ID: 4531600 **Phone:** (908) 306-7834
Type: Limited Partnership
Status: Active & Good Standing
Original File Date: 02/23/1988 **Effective Date:** 02/23/1988
State of Origin: Delaware

Principal Office

REGULATORY FILINGS GROUP
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

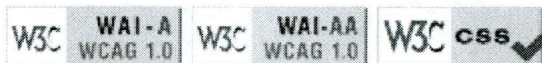
CELLULAR TELECOMMUNICATIONS

General/Managing Partners

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

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PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Certificate of Registration

Certificate Number 14

This is to certify that Bismarck MSA Limited Partnership has registered as a local exchange reseller offering cellular service in Bismarck, North Dakota.

This certificate is issued in accordance with the Order of this Commission dated October 7, 1986, in Case No. 10,673, and is subject to the conditions and limitations noted in the Order.

Dated at Bismarck, North Dakota, January 26, 1988.

PUBLIC SERVICE COMMISSION

ATTEST:


Secretary


By
Commissioner

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

Fee: \$75.00

File No. 999 LP
File on February 23, 1988
expires: Feb. 23, 1993
(Secretary of State)
Receipt No. 40078
Filed by kg

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:

1. The name of the foreign limited partnership is Bismarck MSA Limited Partnership
_____, and,
the name under which it proposes to register and transact business in this state is _____
Bismarck MSA Limited Partnership
2. The state of its formation is Delaware, and the date of its formation is: Jan. 27, 1987
3. The general character of the business it proposes to transact in this state is:
Mobile telecommunications services
4. The name and address of the agent for service of process on the foreign limited partnership is:
C T CORPORATION SYSTEM
314 East Thayer Avenue, Bismarck, North Dakota 58501
5. 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.
6. The address of the principal office of the foreign limited partnership is:
3350 161st. Avenue S.E., Bellevue, WA 98008
7. 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: JANUARY 29, 1988

U S WEST NewVector Group, Inc.
General Partner

Joseph C. O'Neil
Joseph C. O'Neil V.P. Gen. Counsel
and Secretary

FILED IN 11 22 AM '88

999 LP



RENEWAL OF LIMITED PARTNERSHIP OR FOREIGN LIMITED PARTNERSHIP REGISTRATION
SECRETARY OF STATE
SFN 7864 (10-90)

Jan 12 5 38 22

ID #	4,531,600
Expiration of Current Registration	02-23-93
WKO #	235623
Date Filed	1-20-93
Expiration	12-23-98
Secretary of State	<i>[Signature]</i>
Filed By	<i>[Signature]</i>

2. The name of the limited partnership or foreign limited partnership, its registered agent and registered office as registered with the Secretary of State.

BISMARCK MSA LIMITED PARTNERSHIP
C T CORPORATION SYSTEM
314 EAST THAYER AVENUE
BISMARCK ND 58501

1. FILING FEE: \$25.00
Five Year Duration

Filing instructions on reverse side.

The undersigned submit(s) this information for the renewal of a certificate of limited partnership or registration of a foreign limited partnership pursuant to the provisions of Section 45-10.1-14, NDCC.

3a. State or Country of Organization <i>Delaware</i>	3b. Federal ID Number	3c. Phone Number <i>(200) 644-7968</i>
---	-----------------------	---

4. The above named limited partnership or foreign limited partnership is still in existence and continues to transact business in North Dakota.

5. I (We), a (the) general partner(s), say that I (we) have read the foregoing renewal application, Know the contents thereof, and believe the statements made thereon to be true.

Milo R. Kraemer, Director _____ Signature

US WEST New Vector Group, Inc., _____ Signature

General Partner _____ Signature

Signature

Signature

12/23/93
Date

599532

999
4531600 LP

**CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE AND AGREEMENT ESTABLISHING
BISMARCK MSA LIMITED PARTNERSHIP**

RECEIVED
JAN 30 1998
SEC. OF STATE

The undersigned, being the General Partner of Bismarck MSA Limited Partnership (the "Partnership"), desires to amend the Partnership's Certificate of Limited Partnership as set forth below:

1. The name of the limited partnership is Bismarck MSA Limited Partnership.
2. The date of filing of the original certificate was February 23, 1988, and amended on June 21, 1993.
3. The Certificate is amended to reflect the admission of Cellular Inc. Network Corporation ("CINC") as General Partner.
4. The business and mailing address of the General Partner is 8350 E. Crescent Parkway, Suite 400, Englewood, CO 80111.
5. The name and address of the registered agent in Colorado for service of process is Amy M. Shapiro, 8350 E. Crescent Parkway, Suite 400, Englewood, CO 80111 and in North Dakota is CT Corporation System, 314 E. Thayer Avenue, Bismarck, ND 58501-4018.

BISMARCK MSA LIMITED PARTNERSHIP
By: Cellular, Inc. Network Corporation, its General Partner

By: FLD Flaherty
Its: Vice President

NORTH DAKOTA
Filed 2-9 1998
Alvin D. Singer
Secretary of State
NS





**LIMITED PARTNERSHIP OR
FOREIGN LIMITED PARTNERSHIP
REGISTRATION RENEWAL**
SECRETARY OF STATE
SFN 7864(8-95)

999
FOR OFFICE USE ONLY

ID #	4,531,600
Expiration of Current Registration	2/23/98
WO #	588879
Filed	2-9-98
Approved By	NS
Expiration	2-23-2003
Filed By	NS

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.

1. FILING FEE \$40.00
Five Year Duration

BISMARCK MSA LIMITED PARTNERSHIP
C T CORPORATION SYSTEM
314 E THAYER AVE
BISMARCK, ND 58501-4018

RECEIVED
DEC 19 1997
SEC. OF STATE

3.A. State or County of Organization DE	3.B. Federal ID #	3.C. Telephone # (303) 694-3234	3.D. Toll-Free Telephone # 1-800-366-2360
--	-------------------	--	--

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

~~8,367,400~~ — ~~U S WEST NEWVECTOR GROUP, INC.~~

Cellular Inc. Network Corporation

8350 E. Crescent Pkwy., Ste 400 Englewood, CO 80111

6. I (we), (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. Cellular Inc. Network Corporation, its general partner

By: Thomas D. Flaherty 12/15/97
Signature Thomas D. Flaherty, Secretary Date

Signature Date

Signature Date

Signature Date

Signature Date

Signature Date

ID#: 4,531,600FLP

File# 999

896560

CERTIFICATE OF AMENDMENT

TO

CERTIFICATE OF LIMITED PARTNERSHIP

RECEIVED

OCT 12 2001

SEC. OF STATE

To the Secretary of State
State of North Dakota

The undersigned, on behalf of the limited partnership named below hereby certifies that:

1. The name of the limited partnership is

BISMARCK MSA LIMITED PARTNERSHIP

2. The date of filing of the original Certificate of Limited Partnership is February 23, 1988.

3. The statement in the original Certificate of Limited Partnership referring to the registered office and registered agent is amended to read as follows:

The address of the registered office of the limited partnership is 316 North Fifth Street, P.O. Box 1695, Bismarck, North Dakota 58502. The name of the limited partnership's registered agent at that address is Corporation Service Company.

4. The address of the limited partnership's registered office and the address of the registered agent's business office, as listed in number 3 above, are identical.

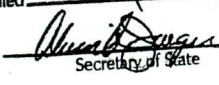
5. The change of registered office or registered agent was authorized by resolution approved by the general partners of the limited partnership.

Signed on October 2, 2001.



Name: Alice L. Brennan
Capacity: Assistant Secretary
On behalf of: Cellular Inc. Network Corporation
Its General Partner

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 #	4,531,600 LP	
File #		
WO #	896560	
Filed	10/29/01	By KJA

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)

BISMARCK MSA 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

25332

Karen M. Stewart
Governance Contract Manager
Legal Department

4,531,600 L
verizonwireless

Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921

Phone 908 306-6767
Fax 908 306-6836
Karen.Stewart1@verizonwireless.com

June 4, 2003

Secretary of State
State of North Dakota
600 E. Boulevard Avenue Dept. 108
Bismarck, ND 58505-0500

RECEIVED
JUN 12 2003
SEC. OF STATE

Attn.: "Reyne"

RE: Change of Partnership Principal Executive Office Address
Bismarck MSA Limited Partnership # 4,531,600 L WO#25332

Dear Renee:

Pursuant to your telephone conversation with Tom McMillan of our Regulatory Filings Group, please amend your records to show that the principal executive office address for the above listed partnership is:

Regulatory Filings Group
180 Washington Valley Road
Bedminster, NJ 07921-2123

Enclosed is a check in the amount of \$40.00 as payment of the required recording fee.

Thank you.

Sincerely,

Karen M. Stewart
Governance Manager and
Assistant Corporate Secretary

Enclosure

NORTH DAKOTA
Filed 6-18 2003

Secretary of State
RB



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

March 21, 1996

Executive Secretary
Jon H. Mielke

Bank Center One
320 N 4th
Bismarck ND 58502

RE: Bismarck MSA Limited Partnership Escrow Account

On January 31, 1994, an escrow account was established Bismarck MSA 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) Bismarck MSA Limited Partnership.

The commission acknowledges that under the waiver provision Bismarck MSA 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

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:

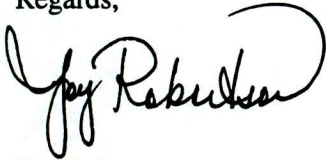
NORTH DAKOTA	BISMARCK MSA LIMITED PARTNERSHIP	RSA NO. 298(B)
NORTH DAKOTA-1	NORTHWEST DAKOTA CELLULAR OF N. D. LIMITED PARTNERSHIP	RSA NO. 580(B)
NORTH DAKOTA-2	NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP	RSA NO. 581(B)
NORTH DAKOTA-4	BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP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



October 4, 1993

North Dakota Public Public Service Commission
State Capitol
12th Floor
Bismarck, North Dakota 58505-30480

RE: Bismarck MSA Cellular Service Area

Cellular Inc. Network Corporation recently purchased the partnership interest of US WEST NewVector in the Bismarck MSA Limited Partnership. The partners in the Bismarck MSA Limited Partnership are now as follows:

Cellular Inc. Network Corporation	70% GP
West River Telecommunications Cooperative	30% LP

Cellular Inc. Network Corporation has entered into a Management Agreement with Cellular, Inc. to manage the market. US WEST NewVector formerly managed the market. US WEST NewVector offered several different types of services through their switches, most which were replicated by the services by Cellular, Inc. However, one option which customers had under the management of US WEST NewVector which they will not have under the management of Cellular, Inc. is the option to choose which long distance carrier the customer would use for long distance calls placed through the customer's cellular phone. Generally cellular carriers do not offer this option to customers, however, US WEST NewVector had offered this option in the Bismarck market because of its interpretation of its obligations under the MFJ. Cellular, Inc. is not subject to the terms of the MFJ, and therefore, does not have the switching components necessary to allow customers to choose a long distance carrier different than the one used by Cellular, Inc.

We supply the foregoing for informational purposes only. Should there be any other questions or concerns regarding the foregoing, please feel free to contact me at 303-694-8556.

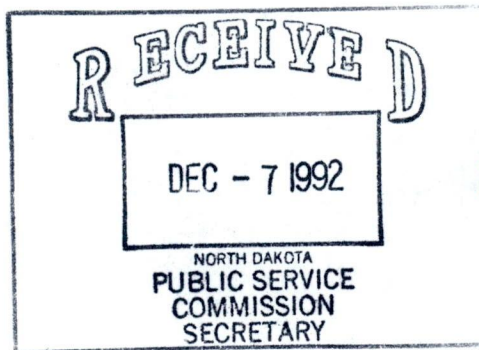
Very truly yours,

James C. Everson
Associate Counsel

cc: Joy Robertson
John Olson

2890/mw

U S WEST NewVector Group, Inc.
3350 - 161st Avenue S.E.
P.O. Box 7329
Bellevue, WA 98008-1329
206 747-4900



USWEST
NEWVECTOR GROUP

November 30, 1992

Janet Elkin, Executive Secretary
Public Service Commission
State Capitol
Bismarck, North Dakota 58505

Re: Bismarck MSA Limited Partnership

Dear Ms. Elkin:

This is to inform the Public Service Commission that U S WEST NewVector Group, Inc. ("NewVector"), the current general partner in Bismarck MSA Limited Partnership ("BMLP"), has executed an Agreement for Purchase and Sale of Cellular Partnership Interests ("Agreement") with Cellular Inc. Network Corporation ("CINC") and its parent company, Cellular, Inc., dated as of November 17, 1992.

As reflected in the enclosed BMLP 1991 annual report, NewVector currently owns a 70% general partner interest. The remaining 30% limited partner interest is owned by West River Mutual Aid Telephone Corporation.

Per the terms of the above Agreement, NewVector has agreed to sell to CINC its 70% general partner interest in BMLP, in addition to other non-North Dakota limited partnership interests.

All parties are currently engaged in accomplishing the contractual obligations required by the Agreement. At this time it is anticipated that this transaction will close by December 31, 1992.

BMLP will continue to operate as a limited partnership with the new ownership being as follows: CINC: 70% general partner interest and West River Mutual Aid Telephone Corporation: 30% limited partner interest.

Janet Elkin, Executive Secretary
November 30, 1992
Page Two

Service will continue to be provided to Bismarck MSA customers by BMLP.

The new general partner, CINC will be responsible for the operation and management of the BMLP. Upon closing, any questions and/or correspondence regarding BMLP should be directed to following individual:

Michael Fluharty
Vice President, External Affairs
c/o Cellular, Inc.
5990 Greenwood Plaza Boulevard
Suite 300
Englewood, CO 80111
Telephone: 303-694-8511

It is my understanding that Commission approval, filing or registration is not necessary with respect to CINC's acquisition because the organization owning and operating the system will remain as BMLP even though the ownership of the organization has changed. If the Commission believes otherwise or has any questions, please contact me (206-644-4955).

Very truly yours,



Vena Rhea Smith
General Manager,
Corporate Governance

Enclosure

VRS

cc: Michael Fluharty
Sharon Helbling
Daniel S. Kuntz, Esq.
Joseph C. O'Neil

@. Comm
Legal
Pat
Illona



ANNUAL REPORT OF TELECOMMUNICATIONS RESELLER
PUBLIC SERVICE COMMISSION
 SFN 14356 (3-90)

INSTRUCTIONS

Fill this report out in duplicate and return one copy to the Public Service Commission, State Capitol, Bismarck, ND 58505, not later than the 15th day of the fourth month following the close of the year for which this report is made.

Business Name Bismarck MSA Limited Partnership	Phone Number 206-747-4900	For the Year Ended 12/31/91	
Address c/o U S WEST NewVector Group, Inc. 3350 161st Ave SE	City Bellevue	State WA	Zip Code 98008
Business Type <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Co-operative			

OWNER, PARTNERS, OR CORPORATE OFFICER

NAME	ADDRESS	CITY	STATE	ZIP CODE
SEE ATTACHED LIST OF	OWNERS/PARTNERS			

Type of Service Provided
 Long Distance Reseller Local Service Reseller Other (Explain)
 Operator Service Provider Cellular Service Provider
 Operator Service Provider & Long Distance Reseller

Total Revenue Receipts (North Dakota Only)
 \$528,938

Call Completion Rate During the Average Busy Hour of the Busy Season of the Year
 98% completion rate

Describe the service standards, such as completion rates and transmission quality + emergency calling procedures.
 The cellular system meets a P.02 blocking rate, which is a 98% completion rate. The transmission quality of the system is comparatively equal to that of landline telephone service. Emergency Calling procedures: 911 service provided free of charge and is routed to Combined Communication Center.

List other jurisdictions in which certification has been granted.
 Limited partnership was formed in the State of Delaware.

List other jurisdictions in which certification has been denied or rescinded.
 None

Describe any enforcement actions pending or finalized during the year in other jurisdictions.
 None

Attach a detailed description of the marketing program and copies of all sales and promotional material. Wholesale service is made available to all interested resellers. Partnership takes wholesale service from the partnership on same terms & conditions as other resellers & markets to the public by direct sales & through 3rd party agents.

Do any of the services you offer require prepayment by customers?
 No - Complete Certification Only Yes - Complete Certification and Remaining Form

Business Name as shown on Page 1

BISMARCK MSA LIMITED PARTNERSHIP

CONDENSED BALANCE SHEET (ENTIRE SYSTEM)

ASSET SIDE	BALANCE AT END OF YEAR	LIABILITY AND EQUITY SIDE	BALANCE AT END OF YEAR
14. Investment in Plant	\$ 2,105,229	21. Current Liabilities	\$ 790,553
15. Related Depreciation Reserve	451,118	22. Long-Term Debt	
16. Net Plant in Service	1,654,111	23. Operation Reserves and Credits	8,435
17. Other Investments		Partner's Capital	
18. Materials and Supplies		24. Capital Stock	1,005,420
19. Other Current and Deferred Assets	150,297	25. Premium on Capital Stock	
20. Total Assets	\$ 1,804,408	26. Retained Earnings	
		27. Total Liabilities and Equity	\$ 1,804,408

OPERATING STATEMENT (North Dakota Only)

TYPE OF SERVICE	TOTAL REVENUE EARNED DURING YEAR
1. Intrastate Toll Resale	\$
2. Private Line Resale	
3. Resale of Local Exchange Service:	
3a. Shared Tenant Services	
3b. Cellular Service	528,938
3c. Cellular Service Resale	
3d. Other	
4. Totals	\$ 528,938
5. Operating Expenses	776,679
6. Depreciation Expense	175,696
7. Taxes (Exclude income taxes & excise taxes billed to customers)	2,312
8. Other Expenses	11,022
9. Total Expenses	\$ 965,709
10. Net Operating Income Before Income Taxes	\$ (436,771)
11. Income Taxes	0
12. Net Income	\$ (436,771)

BISMARCK MSA LIMITED PARTNERSHIP

Partners' Addresses and Percentage of Interest

North Dakota Public Service Commission
Report of Telecommunications Reseller
Pages 1 and 3 Responses

GENERAL PARTNER	% OF INTEREST
U S WEST NewVector Group, Inc. 3350 161st Avenue SE P.O. Box 7329 Bellevue, WA 98008-1329	70%
LIMITED PARTNER(S)	
West River Mutual Aid Telephone Corporation P.O. Box 467 101 West Main Street Hazen, ND 58545	30%

U S WEST NewVector Group, Inc.
3350 161st Avenue S.E.
P.O. Box 7329
Bellevue, Washington 98008-1329
206 747-4900

USWEST
NEWVECTOR GROUP

April 4, 1990

Patrick J. Fahn, Chief Engineer
Public Utilities Division
Public Service Commission
State Capitol
Bismarck, ND 58505



Re: **Bismarck MSA Limited Partnership**
Fargo-Moorhead Cellular Limited Partnership
Grand Forks Cellular Limited Partnership

Dear Mr. Fahn:

In response to your letter of March 26, 1990, enclosed is a certified copy of each Application for Registration as a Foreign Limited Partnership for the above-listed partnerships.

If you have any questions or wish to discuss this matter further, please contact me at 206-644-4955.

Very truly yours,

Vena Rhea Smith
General Manager,
Corporate Governance

Enclosures

VRS

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

Fee: \$75.00

File No. 999 LP

File on February 23, 1988

expires: Feb. 23, 1993
(Secretary of State)

Receipt No. 40078

Filed by ng

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:

1. The name of the foreign limited partnership is Bismarck MSA Limited Partnership, and, the name under which it proposes to register and transact business in this state is Bismarck MSA Limited Partnership.
2. The state of its formation is Delaware, and the date of its formation is: Jan. 27, 1987.
3. The general character of the business it proposes to transact in this state is: Mobile telecommunications services.
4. The name and address of the agent for service of process on the foreign limited partnership is:
C T CORPORATION SYSTEM
314 East Thayer Avenue, Bismarck, North Dakota 58501
5. 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.
6. The address of the principal office of the foreign limited partnership is:
3350 161st. Avenue S.E., Bellevue, WA 98008
7. 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: JANUARY 29, 1988

U S WEST NewVector Group, Inc.
General Partner

Joseph C. O'Neil
Joseph C. O'Neil V.P. Gen. Counsel
and Secretary



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.

DATED: 3-28-90

A handwritten signature in red ink, which appears to read "Jim Kusler".

Jim Kusler

BY: Darcy Schlusser

SECRETARY OF STATE

U S WEST NewVector Group, Inc.
3350 161st Avenue S.E.
P.O. Box 7329
Bellevue, Washington 98008-1329
206 747-4900

USWEST
NEWVECTOR GROUP

March 23, 1990

Patrick J. Fahn, Chief Engineer
Public Utilities Division
Public Service Commission
State Capitol
Bismarck, ND 58505



Re: **Bismarck MSA Limited Partnership**
Fargo-Moorhead Cellular Limited Partnership
Grand Forks Cellular Limited Partnership

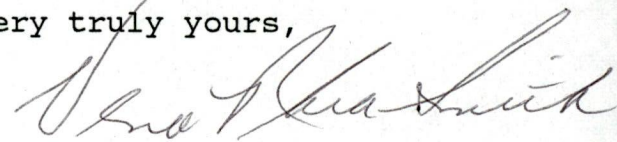
Dear Mr. Fahn:

Your letters of March 8, 1990 addressed to each of the above-listed limited partnerships in care of U S WEST NewVector Group, Inc. was referred to me today for handling.

Since your letter stated that the requested information should be returned within three weeks, I have enclosed sheets containing the names of all partners in each limited partnership and a copy of each partnership agreement. However, the certified copies of certificates of fictitious name and certificates of limited partnership will not be received in this office for at least a couple of weeks. I will forward these documents to you immediately upon receipt.

If you have any questions or wish to discuss this matter further, please contact me at 206-644-4955.

Very truly yours,



Vena Rhea Smith
General Manager,
Corporate Governance

Enclosures

VRS

ESCROW AGREEMENT

SEP 13 1993

THIS AGREEMENT, effective the _____ day of _____, 1993, by and among the Bank Center One ("Escrow Agent"), North Dakota Public Service Commission, State Capitol, Bismarck, North, 58505 ("Commission"), and Bismarck MSA Limited Partnership ("Company") a Delaware 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 \$25,000;

WHEREAS, the Company has deposited \$25,000 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-five Thousand Dollars (\$25,000) 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

Bismarck MSA Limited Partnership
% Cellular Inc. Network Corporation, 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. _____, 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: _____

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: July 12, 1993

BISMARCK MSA LIMITED PARTNERSHIP
By: CELLULAR INC. NETWORK CORPORATION,
its general partner

By: Daniel P. Dwyer
Daniel P. Dwyer, Vice President

Dated: 7-19-93

BANK CENTER ONE

By: Gary Johnson
Its: Executive Vice President



TELECOMMUNICATIONS RESELLER'S BOND
PUBLIC SERVICE COMMISSION
 SFN _____ (3-89)

COPY

BOND NO. 5413175

PRINCIPAL

Name Bismarck MSA Ltd. Partnership			
Address 8350 161st Ave., S.E.	City Bellevue	State WA	Zip Code 98008

SURETY

Name Safeco Insurance Company of America			
Address Safeco Plaza	City Seattle	State WA	Zip Code 98185

(\$26,000)

We, the above named PRINCIPAL and SURETY are bound to the State of North Dakota in the penal sum of twenty ^{SIX} thousand and no/100 dollars. The payment of the penal sum shall bind the PRINCIPAL and SURETY, their heirs, legal representatives, successors and assigns, jointly and severally under these obligations.

The PRINCIPAL is doing business in North Dakota as a local service reseller providing cellular telecommunications services. This obligation covers all prepayments for service in this State including, but not limited to, front-end charges and prepaid monthly charges for services.

The condition of this obligation is as follows: if the PRINCIPAL faithfully performs all duties as a telecommunications reseller under the provisions of Certificate of Registration issued by the North Dakota Public Service Commission, complies with all laws of North Dakota pertaining to telecommunications companies and the rules of the Public Service Commission promulgated in connection therewith, and provides services in accordance with its legal obligations and agreements; then this obligation shall be void; otherwise it shall remain in effect.

Liability for this undertaking commences on July 21, 19 89, and shall be continuous unless the surety by certified mail notifies the PRINCIPAL and Public Service Commission that the surety bond has been canceled. The cancellation notice shall state that the surety bond will be canceled thirty (30) days after the receipt of the cancellation notice. In no event shall the aggregate liability of the SURETY accumulate for each successive annual report period during which the bond is in force but, for losses during any annual report period, shall be limited in the aggregate to the bond amount stated or changed by appropriate endorsement or rider.

The liability of the SURETY for any violation of the obligations hereof by the PRINCIPAL during the period of time the bond remains in effect, shall remain in force thereafter for such period of time as may be permitted under the laws of the State of North Dakota. Bonding requirements may be increased or decreased by the Commission within thirty (30) days after receipt of each annual report.

This bond, including definitions of the terms used herein, are governed by the provisions of Chapter 49-21 of the North Dakota Century Code, and Chapter 69-09-05 of the North Dakota Administrative Rule.

Countersigned by North Dakota Resident Agent.

Dated this 21st day of July, 19 89

Signature _____
 Address _____
 City, State (ND), Zip Code _____

Signed For Principal
 Harriet J. Hunt, Attorney-in-Fact
 Name and Title of Person Signing for Surety
 Signature *Harriet J. Hunt*

ACKNOWLEDGMENT OF PRINCIPAL

State of _____)
 County of _____) ss.

On this _____ day of _____, 19 _____

before me personally appeared _____ known to me to be the person(s) described in and who executed the within instrument as PRINCIPAL and acknowledged to me that he/she executed the same.

Notary Public, _____ County, _____

My commission expires _____

(Seal)

ACKNOWLEDGMENT OF SURETY
 (Corporate Officer)

State of Colorado)
 County of Denver) ss.

On this 21st day of July, 19 89

before me personally appeared Harriet J. Hunt

known to me to be Attorney-in-Fact of said corporation that is described in and that executed the with instrument as SURETY, and acknowledged to me that such corporation executed the same.

Kathryn J. DeWispeler
 Notary Public, Denver County, Colorado

My commission expires 3-7-92

(Seal)



POWER
OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 5233

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

--HARRIET J. HUNT; ELMA KINNARD; AMY FLAHERTY; VIVIENNE DOUGLAS, Denver, Colorado---

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 15th day of August, 1988.

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 21st day of July, 1989.

02/16/90

BISMARCK MSA LIMITED PARTNERSHIP

INTEREST

GENERAL PARTNER

U S WEST NewVector Group, Inc. 3350 161st Avenue SE P.O. Box 7329 Bellevue, WA 98008-1329 ATTN: John P. Scully, VP-External Affairs Phone# 206-644-7959 FAX# 206-644-3962	80%
---	-----

LIMITED PARTNERS

BEK Telephone Mutual Aid Corp P.O. Box 230 121 Broadway East Steele, North Dakota 58482 ATTN: Jerome Tishmack, General Manager Phone# 701-475-2361 FAX# 701-867-2314	10%
--	-----

West River Mutual Aid Telephone Corporation P.O. Box 467 101 W. Main Street Hazen, North Dakota 58545 ATTN: Bob Barfield, General Manager Phone# 701-748-2211 FAX# 701-748-6800	10%
---	-----

7104031

FILED

APR 14 1987

10 Am
Habel Fisher
SECRETARY OF STATE

FIRST AMENDMENT TO
CERTIFICATE AND AGREEMENT ESTABLISHING
BISMARCK MSA LIMITED PARTNERSHIP

Pursuant to Article 17.2 of the Certificate and Agreement Establishing Bismarck MSA Limited Partnership among NewVector Communications, Inc., BEK Telephone Mutual Aid Corporation, and West River Mutual Aid Telephone Corporation dated May 1, 1986, said Agreement is hereby amended as follows:

1. The following is added as a new Article 19.10:

19.10 Access to Facilities. The Limited Partners or their Affiliates shall have the option to obtain access to and the opportunity to use switching facilities, including both hardware and software, owned by the Partnership for providing Cellular Service to the extent then lawfully permitted, on substantially the same terms and conditions as the Partnership, subject to the following conditions:

a. The Party desiring such access or use shall provide written notice of its desire for such access or use to the Partnership and to all Partners no less than sixty (60) days in advance of the time such access or use is desired;

b. The party desiring such access or use shall agree to pay the reasonable cost to the Partnership of making available and providing such access or use;

c. The party desiring such access or use shall agree to pay the General Partner for such access or use at the same rates as the Partnership; and

d. Providing such access or use shall not exhaust or unreasonably burden the capacity of such switching facilities or other facilities, taking into consideration both the present and planned operations of the Partnership, during the period of time for which access or use is desired.

2. The following is added as a new Article 19.11:

19.11 Handoff. In the event that the Limited Partners, or Affiliates, establish Cellular Service for areas adjacent to or contiguous with the CGSA of the Partnership, the Partnership will, to the extent then legally permitted, cooperate in the installation and operation of technological capacity for automatic transfer of signals between cell sites operated by the Partnership and cell sites operated by the Limited Partners, or Affiliates, subject to the following conditions:

a. That the Limited Partners, or Affiliates, shall have agreed to pay a reasonable portion of the costs of such installation and operation, and;

b. That the installation and operation shall not prevent or unreasonably burden the system operated by the Partnership, taking into consideration both the present and planned operations of the Partnership.

3. The following is added as a new Article 19.12:

19.12 Right of First Refusal to Purchase Assets. In the event that the Partnership decides to sell all or any asset(s) of the Partnership with a net book value of \$10,000 or more, whether pursuant to dissolution or otherwise, the General Partner shall give 30 days written notice of the price and terms of the proposed sale to the Limited Partners. The Limited Partners shall have an equal right, whether acting jointly, through one or more Limited Partners or individually, to purchase said assets at the price and terms of the proposed sale. If no Limited Partner gives written notice to the General Partner within 30 days of its intent to purchase said assets, said assets may be sold on the terms set forth in the notice of proposed sale.

3. The following is added as a new Article 13.3:

13.3 Right of First Refusal to Purchase General Partner Interests. In the event that the General Partner decides to transfer or assign any or all of its interests under Article 13, it shall give thirty (30) days written notice of the price and terms of the proposed transaction to the Limited Partners. The Limited Partners shall have an equal right, whether acting jointly, through one or more Limited Partners or individually, to purchase said interest at the price and terms of the proposed transaction. If no Limited Partner gives written notice to the General Partner within thirty (30) days of its intent to purchase said interest, then said

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed by their duly authorized representatives.

ATTEST:



Title Assistant Secretary

Date: 12/17/86

ATTEST:

Title _____

Date: _____

ATTEST:

Title _____

Date: _____

GENERAL PARTNER:

U S WEST NEWVECTOR GROUP, INC.



Title President

Date: 12/23/86

LIMITED PARTNERS:

BEK TELEPHONE MUTUAL AID CORPORATION

Title _____

Date: _____

WEST RIVER MUTUAL AID TELEPHONE CORPORATION:

Title _____

Date: _____

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed by their duly authorized representatives.

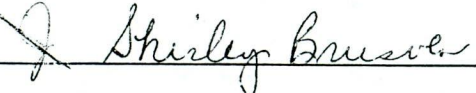
ATTEST:



Title Assistant Secretary

Date: 12/17/86

ATTEST:



Title Secretary

Date: January 19, 1987

ATTEST:



Title Sec.

Date: Jan 26, 1987

GENERAL PARTNER:


U S WEST NEWVECTOR GROUP, INC.

Title President

Date: 12/23/86

LIMITED PARTNERS:

~~BEK TELEPHONE MUTUAL AID CORPORATION~~


Title Manager

Date: January 19, 1987

WEST RIVER MUTUAL AID TELEPHONE CORPORATION:



Title Manager

Date: Jan 26, 1987

transaction may take place at the terms set forth in notice of the proposed sale. If the proposed transaction is with an entity that is affiliated with the General Partner, then this right of first refusal shall not apply.

4. The following shall be added to Article XIX:

19.10 Jurisdiction. The Partners hereby agree that in the event a dispute arises concerning the interpretation or enforcement of this Agreement, or involving the Partners relating to the Partnership or the Partnership's operations, proper jurisdiction shall be in the State of North Dakota.

5. The name of the General Partner "NewVector Communications, Inc." is hereby changed in all references in the Partnership Agreement to "U S WEST NewVector Group, Inc.".

727027022

CERTIFICATE AND AGREEMENT

ESTABLISHING

BISMARCK MSA LIMITED PARTNERSHIP

among

NEWVECTOR COMMUNICATIONS, INC.

and

BEK TELEPHONE MUTUAL AID CORPORATION

and

WEST RIVER MUTUAL AID TELEPHONE CORPORATION

FILED

JAN 27 1987

Habel 10AM
SECRETARY OF STATE

Dated: May 1, 1986

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CERTIFICATE AND AGREEMENT ESTABLISHING
BISMARCK MSA LIMITED PARTNERSHIP

THIS AGREEMENT is made as of the 1st day of May, 1986, by and among NEWVECTOR COMMUNICATIONS, INC., a corporation organized and existing under the laws of the State of Colorado and having its principal place of business at 3350 - 161st Avenue, S.E., Bellevue, Washington 98008 ("NewVector"), Bek Telephone Mutual Aid Corporation, a corporation organized and existing under the laws of the State of North Dakota and having its principal place of business at 121 Broadway East, Steele, North Dakota 58482 ("Bek"), and West River Mutual Aid Telephone Corporation, a corporation organized and existing under the laws of the State of North Dakota and having its principal place of business at 101 West Main Street, Hazen, North Dakota 58545 ("West River"). NewVector, as General Partner hereunder, is herein sometimes referred to as the "General Partner", and Bek and West River, are herein sometimes collectively referred to as the "Limited Partners". The General Partner and the Limited Partners are herein sometimes collectively referred to as the "Partners".

W I T N E S S E T H:

WHEREAS, NewVector is a subsidiary of U S WEST, INC. ("U S WEST") and is engaged in the planning for the provision of Cellular Service (as such term is defined in Article II hereof); and

WHEREAS, Northwestern Bell Telephone Company, a subsidiary of U S WEST, presently provides wireline telephone service in an area located within that certain Metropolitan Statistical Area which is defined as the "MSA" in Article II hereof; and

WHEREAS, U S WEST, through NewVector, desires to provide Cellular Service; and

WHEREAS, Bek and West River desire to participate in providing such Cellular Service; and

WHEREAS, the Federal Communications Commission ("FCC") in its Cellular Orders set forth in An Inquiry Into The Use of The Bands 825-845 MHz and 870-890 MHz for Cellular Communications Systems; and Amendment of Parts 2 and 22 of the Commission's Rules Relative to Cellular Communications Systems (CC Docket No. 79-318), 86 F.C.C.2d 469 (1981) ("Final Decision"), modified as set forth in Reconsideration Order 89 F.C.C.2d 58 (1982) ("Reconsideration Order"), and as further modified as set forth in Reconsideration Order FCC 82-308 (released July 8, 1982) ("Further Reconsideration Order") (the Final Decision, the Reconsideration Order and the Further Reconsideration Order being collectively referred to herein as the "Cellular Radio Decisions") stated that (i) a pressing need exists for expeditious implementation of Cellular Service, (ii) one of the two frequency allocations for providing Cellular Service within designated metropolitan areas would be assigned to a wireline carrier having an exchange presence in that metropolitan area, (iii) it expected that the wireline carriers would commence providing Cellular Service promptly, and (iv) it strongly urged wireline carriers eligible and desiring to provide Cellular Service in any such designated metropolitan area to reach mutually acceptable arrangements to provide such service; and

WHEREAS, the Partners desire to further the objectives of the FCC set forth in the Cellular Radio Decisions in expeditiously providing Cellular Service to the public and believe that this Agreement, as so encouraged by the FCC, is consistent with the FCC's cellular communications policy and is lawful and in the public interest; and

WHEREAS, the Partners desire to form a limited partnership to arrange for the funding, establishment and provision of Cellular Service;

NOW, THEREFORE, it is mutually agreed that:

ARTICLE I

FORMATION OF LIMITED PARTNERSHIP

1.1 Formation. The Partners mutually covenant and agree and hereby do form a Limited Partnership (the "Partnership") pursuant to the provisions of the Delaware Limited Partnership Act, in accordance with the further terms and provisions hereof, with the Partnership commencing upon the filing of a Certificate of Limited Partnership in the applicable office of the State of Delaware, which Certificate may be this Agreement.

1.2 Name and Office.

(a) The name of the Partnership is Bismarck MSA Limited Partnership and its business shall be carried on in this name with such variations and changes as the General Partner deems necessary to comply with requirements of the jurisdictions in which operations are conducted or as the General Partner deems necessary to change for any reasonable business purpose.

(b) The principal office and place of business and the registered office of the Partnership in Delaware shall be maintained at c/o NewVector Communications, Inc., 3350 161st Ave. SE, PO Box 7329 Bellevue, Washington, 98008-1329, or at such other location as the General Partner may from time to time select, upon prior written notice to the Limited Partners.

(c) Registered Agent: The name of the agent for service of process of the Partnership and its address is The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801, or such other qualified person and address as the General Partner may from time to time select, upon prior written notice to the Limited Partners.

1.3 Business Purpose. The purpose of the Partnership shall be to fund, establish and provide Cellular Service and to perform all other lawful acts as may be necessary or advisable with regard thereto.

1.4 Effectiveness of the Agreement. The Partners recognize that Section 22.29 of the FCC's Rules, 47 C.F.R. 22.29 requires that this Agreement be approved by the FCC. Therefore, except to the extent necessary to obtain approval of this Agreement and any other necessary governmental approval for potential Partnership activity, this Agreement shall become effective upon the occurrence of both (i) the FCC having entered an order approving this Agreement and (ii) the FCC having conditionally dismissed or authorized the conditional dismissal or authorized the conditional withdrawal of any individual application by the Limited Partners to provide Cellular Service. The General Partner shall file this Agreement with the appropriate state authorities upon receiving all necessary governmental approvals. The Partners agree to take no action inconsistent with the provisions of this Agreement during the period of time before this Agreement is approved by the FCC and shall reasonably support the Partnership's Interests in obtaining approval of this Agreement before the FCC and any other governmental authority.

ARTICLE II

DEFINITIONS

2.1 Acquisition Costs. All actual costs of acquiring an asset plus any interest cost properly capitalizable in accordance with the Financial

Accounting Standards Board - Standard No. 34.

2.2 Affiliate. A person, association, co-partnership, partnership, corporation or joint-stock company or trust (hereinafter "person") that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with another person. Control shall be defined as (i) ownership of a majority of the voting power of all classes of voting stock or (ii) ownership of a majority of the beneficial interests in income and capital of an entity other than a corporation.

2.3 Agreement. This Certificate and Agreement Establishing Bismarck MSA Limited Partnership.

2.4 Capital Contribution. Funds paid or property contributed to the Partnership for the purchase of the Partnership Interests issued pursuant to Article V, in the amount and manner as set forth for the General Partner and the Limited Partners in Appendix A to this Agreement and as supplemented from time to time pursuant to Sections 5.2 and 5.3 hereof.

2.5 Cellular Service. 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, and provided pursuant to the terms of this Agreement.

2.6 CGSA. The Cellular Geographic Service Area designated in the attached Appendix B, which is generally contained within the boundaries of the MSA and which constitutes the geographical limits of the area in which Cellular Service will be initially provided hereunder.

2.7 General Partner's Interest. The Partnership Interest of the General Partner.

2.8 Income and Losses. The Income and Losses of the Partnership for Federal Income Tax purposes as of the close of the Partnership's fiscal year or any other fiscal period, as well as, where the context requires, each Federal tax item of capital gain or loss, tax preference and credits.

2.9 Initial Capital Account Amount. The respective amounts initially credited to the capital account established for the General Partner and the Limited Partners pursuant to Section 5.1, which amounts shall equal the sum of the amount of cash and the Acquisition Costs of property contributed as provided in Section 5.3.

2.10 Limited Partner's Interest. The Partnership Interest of a Limited Partner.

2.11 MSA. The Metropolitan Statistical Area designated in the attached Appendix C.

2.12 Partnership. The Limited Partnership formed pursuant to this Agreement.

2.13 Partnership Interest. The entire ownership interest of the General Partner or a Limited Partner in the Partnership at any particular time determined by the ratio which the General Partner's or any such Limited Partner's Capital Contribution bears to the aggregate Capital Contributions of the General Partner and the Limited Partners. Such Interest includes, without limitation, the interest of the General Partner or any such Limited Partner to participate in the Partnership's Income and Losses.

ARTICLE III

REGULATORY MATTERS

3.1 Contingency. The permits or licenses to be issued by regulatory authorities in connection with the provision of Cellular Service may be contingent during the pendency of litigation or regulatory

action concerning the present wireline allocation; however, the pendency of such litigation or regulatory action shall not affect the Partner's obligations under this Agreement.

3.2 Cooperation. The Partners pledge their best efforts and mutual cooperation to permit the Partnership to (i) implement expeditiously Cellular Service and to provide Cellular Service and (ii) obtain all necessary approvals to provide Cellular Service.

3.3 Operational Considerations. The Partners recognize that the date when Cellular Service can first be offered to the public depends upon, among other items, the time required to obtain wireline cellular licenses for providing such Cellular Service and other Federal, state and local approvals and the time required to construct and test the cellular system, taking into account the General Partner's construction schedule and the cellular system manufacturer's schedule.

ARTICLE IV

PARTNERSHIP OPERATIONS

4.1 Management and Operating Services. The General Partner, on behalf of the Partnership, shall be responsible for obtaining interconnection with the landline network, for operating and maintaining the Cellular Service system and for marketing Cellular Service. In carrying out the Partnership's responsibility to provide Cellular Service, the Partners hereto agree that the General Partner shall perform all activities and/or functions as the General Partner may deem necessary or appropriate to market, sell, establish, operate, maintain and manage the Cellular Service system. In accordance with Section 3.2, the Limited Partners agree to aid the General Partner in the performance of such activities and functions at partnership cost.

The General Partner shall, at reasonable cost to the Partnership,

provide management and accounting services to the Partnership consisting of, but not limited to, maintaining books of record, opening bank accounts, preparing accounting reports (in accordance with generally accepted accounting principles, as varied by appropriate regulatory authorities) and other records or reports necessary to meet regulatory and legal filings, as the General Partner may deem necessary or appropriate.

4.2 Operating and Management Expenses. The General Partner shall be reimbursed by the Partnership monthly or such other longer periods as it deems appropriate for any reasonable and necessary expenses incurred by the General Partner on behalf of the Partnership in providing Cellular Service plus reasonable and necessary administrative and general overhead expenses, including, but not limited to, marketing, maintenance, message charges facilities, engineering, data processing, legal, accounting and audit fees, development and implementation of billing procedures, expenses of preparing tax returns and reports, taxes, travel, office rent, telephone, salaries (including social security, relief, pensions and other benefits), and other incidental business expenses incurred by the General Partner on behalf of the Partnership in connection with the provision of Cellular Service. To the extent funds are expended by the General Partner which are to be reimbursed to it by the Partnership, the same shall be treated as a loan from the General Partner to the Partnership in accordance with Section 7.1(d), with the loan commencing at the time of the expenditure and terminating at the time of reimbursement.

4.3 Ownership of Properties. In addition to the properties contributed to the Partnership by the Partners pursuant to Section 5.3, the Partnership shall acquire and hold in its name, directly or through license, all real and personal property, equipment and other assets required to provide Cellular Service.

4.4 Licenses. The General Partner shall, on behalf of the Partnership and consistent with Section 14.1, (i) cause to be transferred to the Partnership's name all licenses, permits or other regulatory approvals necessary to provide Cellular Service; (ii) if other local, state or Federal licenses, permits, certificates of convenience, franchises or other approvals or authorities are necessary to provide Cellular Service, make application to the appropriate authority.

ARTICLE V

CAPITALIZATION OF PARTNERSHIP

5.1 Initial Capital Contributions. Initial Capital Contributions shall be as set forth in Appendix A hereto. Such initial Capital Contributions shall result in the following respective Partnership Interests for the Partners:

- (A) No less than 80% for NewVector as General Partner,
- (B) Up to 10 % for Bek as Limited Partner,
- (C) Up to 10 % for West River as Limited Partner.

To the extent that the CGSA applied for in the application extends into the certificated service area of either of the limited partners, NewVector shall enter into good faith negotiations to adjust the partnership interest in proportion to the encroachment on the certificated service area of each partner.

Initial Capital Contributions shall be made within sixty (60) days of receipt of written requests by the General Partner; provided, however, that no initial Capital Contributions shall be made prior to issuance by the FCC of a construction permit to the Partnership. Capital Contributions may only be requested by the General Partner as they are needed to meet the financial obligations of the Partnership and operating

and management expenses as set forth in Section 4.2. The Limited Partners shall notify the General Partner within ten (10) days after receipt of such requests, each notice stating whether or not the Limited Partner intends to make the requested initial Capital Contribution. The Partners understand that the contribution schedule under this Article V is intended for the purpose of this Agreement only and that the schedule may not reflect the full level of expenditures (or Capital Contributions) appropriate for regulatory purposes.

5.2 Additional Capital Contributions. From time to time additional capital may be required to be invested by the Partnership to fund expansion or operation of Cellular Service. In the event the General Partner determines that additional capital is so needed, each Partner shall be entitled to provide all (but not part of) its share of additional capital in proportion to its then current Partnership Interest. Each of the Limited Partners shall, at their option, have the opportunity to invest up to a combined total of 49% of the capital required to build additional cellsites within the Bismarck, North Dakota MSA after initial construction is completed. If this option is timely exercised, the percentage of ownership of the partners will be proportionally adjusted.

This additional funding is due and payable on the date set forth in a written notice requesting an additional Capital Contribution given by the General Partner to a Partner, which date shall not be less than sixty (60) days from the date of the notice. Should any Partner decline to make such additional Capital Contribution, or fail to pay its Contribution when due, some or all of the other Partners may contribute pro rata, according to their then current respective Partnership Interest, an aggregate amount equal to the additional Capital Contribution declined by the non-

participating Partner(s), thereby increasing in such proportion the other Partners' Partnership 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 Partnership 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 Partnership Interest as so revised.

5.3 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 by the General Partner. It is understood by the parties that the initial Capital Contribution of the General Partner, for its Partnership Interest as General Partner and as Limited 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 (i) shall be valued at its Acquisition Costs, and (ii) its value shall be applied against the Partner's Capital Contribution obligations under Section 5.2 and Section 5.3.

5.4 Additional Limited Partners. In providing Cellular Service within the MSA, the General Partner may invite one or more persons to become additional Limited Partners hereunder subject to approval by all Limited Partners. The Limited Partners hereby consent to amend the Agreement to reflect any such inclusion. In the event of any such

addition (i) the new Limited Partner shall participate in the Partnership under the same terms and conditions as described herein (or as hereafter amended), and (ii) the Partnership Interests of the other Partners shall be adjusted according to their then current respective Partnership Interests.

ARTICLE VI

ALLOCATIONS AND DISTRIBUTIONS

6.1 Capital Accounts. A capital account shall be established for each Partner in such Partner's Initial Capital Account Amount. Such capital account shall be increased to reflect allocable shares of income and gain and additional Capital Contributions pursuant to Sections 5.2 and 5.3, and decreased to reflect the distributable share of deduction, expense and loss and distributions made by the Partnership to such Partner.

6.2 Allocations Among Partners. All Income and Losses of the Partnership shall be apportioned ratably to each day of the Partnership's taxable year and each day's share of such items shall be allocated to the Limited Partners and to the General Partner in proportion to their respective Partnership Interests on such days.

6.3 Distributions. Funds of the Partnership from all sources, less appropriate reserves as are determined by the General Partner to be reasonably necessary for future administrative and operating expenses, loan payments and other costs and expenses and contingencies, shall be distributed on a fiscal, quarterly basis as promptly as practicable after the end of each quarter. Each distribution pursuant to this Section 6.3 shall be made to the Partners in proportion to their respective Partnership Interests at the time of distribution.

ARTICLE VII

RIGHTS AND POWERS OF PARTNERSHIP, GENERAL PARTNER AND LIMITED PARTNERS

7.1 Partnership Powers. In furtherance of the business purpose specified in Section 1.3, the Partnership, and the General Partner on behalf of the Partnership, shall be empowered to do or cause to be done any and all acts reasonably deemed by the General Partner to be necessary or appropriate in furtherance of the purposes of the Partnership or forebear from doing any act if the General Partner reasonably deems such forbearance necessary or appropriate in furtherance of the purposes of the Partnership, including, without limitation, the power and authority:

(a) to enter into, perform and carry out contracts and agreements of every kind necessary or incidental to the accomplishment of the Partnership's purposes, including, without limitation, contracts and agreements with the General Partner and Affiliates of the General Partner, and to take or omit such other or further action in connection with the Partnership's business as may be necessary or desirable in the opinion of the General Partner to further the purposes of the Partnership; provided, however, that if any goods or services are to be provided to the Partnership by any Partner or any Affiliates of any Partner not expressly provided for hereunder, such goods or services shall be at rates or prices no less favorable to the Partnership than from unrelated third parties in the business of providing comparable goods or services;

(b) to borrow from banks and other lenders on such terms and conditions as shall be approved by the General Partner and to secure any such borrowings by mortgaging, pledging or assigning assets and revenues of the Partnership to the extent deemed necessary or desirable by the General Partner;

(c) to invest such funds as are temporarily not required for Partnership purposes in short-term debt obligations selected by the General Partner, including government securities, certificates of deposit of commercial banks (domestic or foreign), commercial paper, bankers' acceptances and other money market instruments; and

(d) to loan funds to the Partnership, provided that such loans may not bear interest or charges in excess of the amount which would be charged to the Partnership on a non-recourse basis by unrelated banks on comparable loans for the same purpose; and

(e) to carry on any other activities necessary to, in connection with or incidental to any of the foregoing.

7.2 Powers of the General Partner. In addition to those powers vested pursuant to Section 7.1, the General Partner hereby is vested with the power to:

(a) manage, supervise and conduct the affairs of the Partnership;

(b) make all investigations, evaluations and decisions, binding the Partnership thereby, that may be necessary or appropriate in connection with the business purposes of the Partnership;

(c) make any and all tax elections, including, but not limited to, the method of accounting to be elected for tax purposes of the Partnership and whether or not to make an election pursuant to Section 754 of the Internal Revenue Code to adjust for Federal Income Tax purposes the basis of Partnership property upon the transfer of a Partner's Interest, the death of any individual Partner or the distribution of Partnership property;

(d) incur obligations or make payments on behalf of the Partnership in its own name or in the name of the Partnership;

(e) execute all instruments of any kind or character which the General Partner in its discretion shall deem necessary or appropriate in connection with the business purposes of the Partnership;

(f) from time to time, increase the coverage area of Cellular Service within the MSA or to apply for regulatory approval to expand the geographic area of the CGSA within the MSA; and

(g) establish bank accounts, collect customer payments, and other cash receipts, disburse cash and make other payments. All such activities may be done in the name of the General Partner or the Partnership as the General Partner deems appropriate. Such funds collected or disbursed may be handled by the General Partner collectively with other funds of the General Partner, provided that the General Partner keeps accurate books of record and account so as to ascertain the cash balances of the Partnership.

7.3 Rights of Limited Partners. Each Limited Partner shall have the right to:

(a) at its cost, to inspect and copy, upon fifteen (15) business days' notice to the General Partner, any of the Partnership books of record, accounting records, financial statements or other records or reports at the place or places such records are kept;

(b) whenever circumstances render it just and reasonable, have a formal account of Partnership affairs;

(c) audit, at its own expense and once every calendar year, the Partnership books of record, accounting records and financial statements of the Partnership;

(d) have dissolution and winding up by decree of court when permitted under the Delaware Limited Partnership Act; and

(e) meet with representatives of the General Partner from time to time, at a time and place designated by the General Partner, to consult with or advise the General Partner as to the operation of the Partnership at a time and place mutually agreed upon.

7.4 Ownership or Conduct of Other Businesses. Subject to the provisions of Section 8.8 and 10.4, the Partners may engage in or possess an interest in other business ventures of every kind and description. Neither the Partnership nor any Partner shall have any rights by virtue of this Agreement in such independent business ventures or to the income or profits therefrom.

ARTICLE VIII

OBLIGATIONS OF GENERAL PARTNER

8.1 Duty of the General Partner. The General Partner will at all times act in the best interests of the Partnership.

8.2 Conduct of Business. The General Partner shall manage and provide administrative services to the Partnership, and shall execute all contracts, agreements and instruments as the General Partner reasonably may deem necessary or desirable to carry on the purpose of the Partnership.

8.3 Filings. The General Partner shall file all certificates, notices, statements or other instruments required by law for the formation, operation and termination of the Partnership and its business in all appropriate jurisdictions and shall prepare and file all necessary Partnership tax returns. The General Partner shall advise the Limited Partners of any elections under applicable tax laws that may affect Partnership Income or Losses.

8.4 Maintain Accounts. Pursuant to the provisions of this Agreement, the General Partner shall maintain or cause to be maintained capital accounts on the books and records of the Partnership in respect of each Partnership Interest.

8.5 Financial Reports. The General Partner shall furnish annual audited Partnership financial statements examined by a recognized firm of independent certified public accountants and quarterly unaudited Partnership financial statements to the Limited Partners. Quarterly unaudited financial statements will be furnished to the Limited Partners within thirty (30) business days after the close of each quarter and to be certified by an officer of the General Partner. Year-end audited financial statements will be made available to the Limited Partners within ninety (90) days after the close of the fiscal year.

8.6 Performance of Partnership Obligations. The General Partner shall use its best efforts to cause the Partnership to observe and perform each and every obligation under all agreements and undertakings made by the Partnership or imposed on the Partnership by law or regulatory authority.

8.7 Resale of Cellular Service. Nothing herein shall preclude the General Partner or an Affiliate thereof from reselling Cellular Service or selling or leasing terminal equipment used in connection with Cellular Service independently from the Partnership, whether within or outside the MSA. Neither the General Partner nor any Affiliates thereof shall be funded or staffed by the Partnership for such provision of Cellular Service or resale activity, and any transactions between the General Partner or any such Affiliate and the Partnership shall be on an arms-length basis and on prices, terms and conditions equivalent to the

prices, terms and conditions of any agreements between the Partnership and other resellers of Cellular Service.

8.8 Cellular Service in Other Areas. Nothing herein shall preclude the General Partner or an Affiliate thereof from providing Cellular Service independently from the Partnership in areas other than the MSA.

ARTICLE IX

BANKING, ACCOUNTING, BOOKS AND RECORDS

9.1 Banking. All funds of the Partnership shall be deposited in the bank account or accounts as shall be established and designated by the General Partner. Withdrawals from any such bank account or accounting shall be made upon such signature or signatures as the General Partner may designate.

9.2 Maintenance of Books and Accounting Method. The General Partner shall keep or cause to be kept full and accurate accounts of the transactions of the Partnership in proper books of account in accordance with generally accepted accounting principles, as varied by appropriate regulatory authorities. Such books and records shall be maintained or available on notice at the principal place of business of the General Partner, or such other place designated by the General Partner, and be made available for reasonable inspection, examination and copying by the Limited Partners or their respective duly authorized agents or representatives upon fifteen (15) business days' notice to the General Partner.

9.3 Fiscal Year; Partnership Tax Returns. The fiscal year of the Partnership shall begin on the first day of January in each year and end on the 31st day of December in each year. The General Partner shall cause to be filed the Federal Income Tax Partnership return and all other tax

returns required to be filed for the Partnership for all applicable tax years, and shall furnish as promptly as practicable a statement of each Limited Partner's allocated share of income, gains, losses, deductions and credits for such taxable year.

ARTICLE X

LIMITED PARTNERS

10.1 Limited Partners Not to Take Part in Business. The Limited Partners, acting in their capacity as Limited Partner, shall not, except as otherwise provided in this Agreement, take part in, or interfere in any manner with, the conduct or control of the Partnership business, nor shall the Limited Partners have any right or authority to act for or bind the Partnership.

10.2 Limitation on Liability of Limited Partners. The liability of each Limited Partner to provide funds or any other property to the Partnership shall be limited to the amount of Capital Contributions which the Limited Partner makes or otherwise agrees to make pursuant to the provisions of Article V. The obligation of any Limited Partner to return any distributions previously made shall be as set forth in the statute governing this Agreement. Subject to the provisions of the Delaware Limited Partnership Act, the Limited Partner shall have no further liability to contribute money to the Partnership and shall not be personally liable for any obligations of the Partnership.

10.3 Resale of Cellular Service. Nothing herein shall preclude any Limited Partner or an Affiliate thereof from reselling Cellular Service or selling or leasing terminal equipment used in connection with Cellular Service independently from the Partnership, whether within or outside the MSA. Neither the Limited Partners nor any Affiliates thereof shall be

funded or staffed by the Partnership for such provision of Cellular Service or resale activities, and any transactions between any such Limited Partner or Affiliate and the Partnership shall be on an arms-length basis and on prices, terms and conditions equivalent to the prices, terms and conditions of any agreements between the Partnership and other resellers of Cellular Service.

10.4 Cellular Service in Other Areas. Nothing herein shall preclude any Limited Partner or any Affiliate thereof from providing Cellular Service in areas other than the MSA. After April 8, 1984, the date of the expiration of the wireline allocation of the FCC as specified in the Cellular Radio Decisions, nothing shall preclude any Limited Partner or Affiliate thereof from providing Cellular Service in areas within the MSA. Any such Limited Partner or Affiliate shall, however, withdraw from the Partnership pursuant to Article XII contingent upon receipt of any required regulatory approval to provide Cellular Service within the MSA.

ARTICLE XI

TRANSFER OF LIMITED PARTNER'S INTEREST

11.1 Limitation on Transfer; Right of First Refusal. Any Limited Partner may transfer its Partnership Interest to an Affiliate thereof at any time without any consent or restriction from the General Partner or any other Limited Partner, except that no transfer which would cause the Partnership to terminate for Federal Income Tax purposes shall occur without the prior written consent of the General Partner, with the General Partner having no obligation to provide such consent. Any sale, exchange or other transfer or assignment to a non-Affiliate of the whole or any portion of any Limited Partner's Interest shall require the prior written consent of the General Partner, which consent shall not be unreasonably

withheld. Before any Limited Partner sells any part of its Partnership Interest to a non-Affiliate of such Limited Partner, it shall offer, by giving written notice to the General Partner, that Interest to all of the other Partners for the price at which, and the terms under which, such non-Affiliate has offered in writing to pay for such Interest. The General Partner, in turn, shall forward such notice to all other Limited Partners. Each Partner shall initially be entitled to purchase that fraction of the offering Partner's Interest equal to its Partnership Interest divided by the Partnership Interests of all non-selling Partners. If any Partner(s) declines to exercise its right of purchase hereunder, the other Partners electing to exercise that right shall be entitled to purchase that portion of the Interest intended to be sold that has been declined by the other Partners in amounts allocably determined pursuant to reapplication of the principles set forth in this Section 11.1, excluding from consideration the Partnership Interests of the selling and declining Partners. Each non-selling Partner shall notify the General Partner and the selling Limited Partner, in writing of its intention to exercise or not to exercise its purchase rights hereunder within thirty (30) days following receipt of the offer of sale. The General Partner shall promptly notify each Limited Partner of the elections by the other Limited Partners. Subsequent written notifications, if necessary, shall be required within ten (10) days after receipt by the Limited Partners which have not previously declined to exercise their rights of purchase of their intentions with respect to that portion of the selling Limited Partner's Partnership Interest still subject to a right of purchase. No portion of an Interest offered under this Section 11.1 shall be permitted to be purchased by any Partner pursuant to this Section 11.1 unless the entire Interest offered is purchased by one or more Partners.

11.2 Substitute Limited Partner. No assignee, purchaser or transferee of the whole or any portion of any Limited Partner's Interest shall have the right to become a substitute Limited Partner, unless:

(a) The transferring Limited Partner has designated such intention in a written instrument of assignment, sale or transfer, a copy of which has been delivered to the General Partner;

(b) the transferring Limited Partner has obtained the written consent of the General Partner, which consent shall not be unreasonably withheld;

(c) the person acquiring the Limited Partner's Interest has adopted and agreed in writing to be bound by all of the provisions hereof, as the same may have been amended;

(d) all documents reasonably required by the General Partner and the Delaware Limited Partnership Act to effect the substitution of the person acquiring the Limited Partner's Interest as a Limited Partner shall have been executed and filed at no cost to the Partnership; and

(e) any necessary prior consents have been obtained from any regulatory authorities.

11.3 Indemnification. Each Limited Partner transferring a Limited Partner's Interest hereby indemnifies the Partnership and the other Partners against any and all loss, damage or expense (including, without limitation, tax liabilities or loss of tax benefits) arising, directly or indirectly, as a result of any transfer or purported transfer in violation of any provision contained in this Article XI.

11.4 Allocation Subsequent to Transfer.

(a) The Income and Losses of the Partnership attributable to any Partnership Interest acquired by reason of the assignment of the

Partnership Interest or substitution of a Partner with respect to that Interest shall be allocated between the assignor and the assignee based upon the length of time during any fiscal year of the Partnership, as measured by the effective date of the assignment or substitution, that the Partnership Interest so assigned, or with respect to which there is a substitution was owned by each of them.

(b) The effective date of an assignment, sale or transfer of the Limited Partner's Interest or any portion thereof under this Article XI shall be the first day of the calendar month following either the date on which written consent has been obtained from the General Partner as provided in Section 11.2(b) or, where no such consent is required, the date the General Partner receives written notice of the transfer.

ARTICLE XII

WITHDRAWAL BY LIMITED PARTNER

12.1 Withdrawal.

(a) Effective upon thirty (30) days' written notice to each Partner, any Limited Partner may withdraw from the Partnership subject to any required regulatory approval.

(b) Any Limited Partner shall promptly withdraw from the Partnership upon the occurrence of default in performance by such Limited Partner of any material obligation under this Agreement if such default shall adversely affect the Partnership and shall not be corrected within sixty (60) days or, if such default cannot be corrected within sixty (60) days, the Limited Partner has initiated appropriate action to cure and is diligently pursuing the same after the same shall be called to the attention of such Limited Partner by the General Partner by written notice specifying the thing or matter in default and the General Partner chooses

to insist upon such withdrawal. The General Partner shall notify each non-defaulting Limited Partner of such default in performance.

(c) Any Limited Partner shall promptly withdraw upon its bankruptcy or assignment for the benefit of creditors of such Limited Partner.

(d) Any Limited Partner shall promptly withdraw upon failure by such Limited Partner to make its initial Capital Contribution pursuant to Section 5.1.

(e) Upon withdrawal pursuant to (a), (b) or (c) above, the Limited Partner so withdrawing shall, subject to the provisions of Section 12.2, receive distribution of its captial account in cash.

(f) Upon withdrawal pursuant to (a), (b), (c) or (d) above, the proportionate Partnership Interests of the remaining Partners shall be increased pro rata to reflect such withdrawal.

12.2 Distribution on Withdrawal. If distribution is made pursuant to Section 12.1, amounts payable to the Limited Partner so withdrawing shall be paid to such Limited Partner by the Partnership and may, at the General Partner's option and consistent with regulatory and other legal constraints, be paid in equal annual payments, including interest, over a period not to exceed three (3) years in order to provide the Partnership sufficient time to raise capital to replace that capital being withdrawn and to ensure the continued provision of Cellular Service. Such interest shall be calculated at a rate equal to one point above the average daily prime interest rate for the year preceding the date on which a payment is made and which had been charged on new borrowings by Citibank N.A., The Chase Manhattan Bank N.A. and Morgan Guaranty Trust company of New York as applied to the outstanding balance due.

ARTICLE XIII

TRANSFER OF GENERAL PARTNER'S INTEREST

13.1 Assignment. The General Partner may transfer or assign its General Partner's Interest, provided it retains a one percent (1%) Interest in Partnership Income and Losses and distributions of the Partnership. A transferee of the General Partner may not become a General Partner without the unanimous vote of all other Partners. Such transferee may become a Limited Partner, provided all of the terms and conditions of Section 11.2 are complied with as if the Interest transferred was a Limited Partner's Interest. No reduction in the existing Limited Partner's shares of Partnership Income and Losses or distributions shall result therefrom. Any such transfer or assignment shall be subject to required regulatory approval.

13.2 Withdrawal. Withdrawal of the General Partner will cause the dissolution and termination of the Partnership in accordance with the terms of Article XIV. The General Partner may not withdraw until it has given the other Partners ninety (90) days notice. If during that time the other Partners unanimously designate a substitute General Partner who will agree both to purchase the General Partner's Interest, on terms acceptable to the General Partner, and continue the business of the Partnership, subject to required regulatory approval, the General Partner agrees to transfer or assign its Interests to the designated General Partner. The General Partner shall not unreasonably withhold its acceptance of terms for purchase of its Partnership Interest proposed by the substitute General Partner.

ARTICLE XIV

DISSOLUTION AND TERMINATION OF LIMITED PARTNERSHIP

14.1 Dissolution. The Partnership shall be dissolved and terminated if:

(a) The FCC approves this Agreement subject to terms and conditions that are unacceptable to both the General Partner and one Limited Partner and all available administrative and judicial appeals of such FCC approval have been finally exhausted;

(b) the Cellular Radio Decisions are not continued in substantially the same form and such change materially adversely impacts the Partnership's ability to conduct its business and all available administrative and judicial appeals regarding such Cellular Radio Decisions have been finally exhausted;

(c) the FCC finally denies licenses to the Partnership empowering it to construct and provide Cellular Service;

(d) the Partnership applies for and is finally denied state or other regulatory approvals or is granted such approval subject to terms and conditions that are unacceptable to both the General Partner and one Limited Partner on the grounds such denial or conditional grant has a materially adverse impact upon the Partnership's ability to conduct its business; or

(e) the Partners unanimously agree to dissolve and terminate the Partnership and receive any approvals required by the FCC or any other regulatory authority for such dissolution and termination. Regarding (c) and (d) above, any such denial of regulatory approval shall not be considered finally denied until all available administrative and judicial appeals of such denial have been finally exhausted.

14.2 Distribution Upon Dissolution. Upon dissolution of the Partnership, the General Partner shall proceed, subject to the provisions herein, to liquidate the Partnership and apply the proceeds of such liquidation, or to distribute Partnership assets, in the following order of priority:

(a) To creditors, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Partnership other than liabilities for distributions to Partners under Articles XII and XIII;

(b) to the establishment of any reserve which the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership. Such reserve may be paid over by the General Partner to any attorney-at-law, or other acceptable party, as escrow agent to be held for disbursement in payment of any of the aforementioned liabilities and, at the expiration of such period as shall be deemed advisable by the General Partner, for distribution of the balance, in the manner hereinafter provided in this paragraph;

(c) to Partners and former Partners in satisfaction of liabilities for distributions under Articles XII and XIII; and

(d) to Partners first for the return of their capital accounts as set forth in Section 6.1 in proportion to the Partners' respective capital accounts at the time of such dissolution, with any remaining Partnership assets being distributed in proportion to the Partners' respective Partnership Interests on the date of dissolution.

14.3 Distributions in Cash or in Kind. Upon dissolution, the General Partner may in its discretion (i) liquidate all or a portion of the Partnership assets and apply the proceeds of such liquidation in the

priorities set forth in Section 14.2 or (ii) hire independent, recognized appraisers to appraise the value of Partnership assets not sold or otherwise disposed of (the cost of such appraisal to be considered a debt of the Partnership), allocate any unrealized gain or loss to the Partners' capital accounts as though the properties in question had been sold on the date of distribution and, after giving effect of any such adjustment, distribute said assets in accordance with the priorities as set forth in Section 14.2. The General Partner may determine in its sole discretion whether undivided portions of assets distributed in kind will be distributed pro rata to Partners in accordance with their respective Partnership Interests at the time of dissolution or assets may be distributed otherwise in accordance with their respective Partnership Interests at the time of dissolution. In the case of any distribution in kind of Partnership assets under this section to a Partner, the value of the asset determined by appraisal as provided above shall be applied against the Partners's capital account.

14.4 Time for Liquidation. A reasonable amount of time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partner to minimize any losses which otherwise might be incurred.

14.5 Termination. Upon compliance with the foregoing distribution plan, the Partnership shall cease to be such, and the General Partner shall execute, acknowledge and cause to be filed a certificate of cancellation of the Partnership pursuant to the Power of Attorney contained in Article XV.

14.6 General Partner not Liable for Return of Distribution. The General Partner shall not be liable for any distribution required pursuant

to Sections 14.2(b), (c) and (d), and such distribution shall be made solely from available Partnership assets, if any.

14.7 General Partner's Right to Continue Providing Cellular Service.

Each Limited Partner hereby agrees that, in the event that such Limited Partner withdraws pursuant to Article XII or the Partnership is dissolved pursuant to Articles XIII or XIV, the General Partner shall have the right to provide Cellular Service either singly or with others, subject to any necessary regulatory approval.

ARTICLE XV

POWER OF ATTORNEY

15.1 Grant of Power of Attorney. Each Limited Partner hereby irrevocably constitutes and appoints the General Partner as its true and lawful attorney and agent, in its name, place and stead, to make, execute, acknowledge and, if necessary, file and record:

(a) Any certificates or other instruments or amendments thereof which the Partnership may be required to file under the laws of each state governing this Agreement or pursuant to the requirements of any governmental authority having jurisdiction over the Partnership or which the General Partner shall deem it advisable to file, including, without limitation, this Agreement, any amended Agreement and a certificate of cancellation as provided in Section 14.5;

(b) any certificates or other instruments (including counterparts of this Agreement with such changes as may be required by the law of other jurisdictions) and all amendments thereto which the General Partner deems appropriate or necessary to qualify, or continue the qualification of, the Partnership as a Limited Partnership (or a Partnership in which the Limited Partner has limited liability) and to

preserve the limited liability status of the Partnership in the jurisdictions in which the Partnership may own properties, conduct business and acquire investment interests;

(c) any certificates or other instruments which may be required to admit additional or substitute Limited Partners pursuant to the terms of this Agreement, to reflect the withdrawal of any Limited Partner, to reflect changes in Capital Contributions or changes in respective Partnership Interests of the Partners or to effectuate the dissolution and termination of the Partnership, pursuant to Article XIV;

(d) any amendments to any certificate necessary to reflect any other changes made pursuant to the exercise of the powers of attorney contained in this Article XV.

15.2 Irrevocable and Coupled with an Interest; Copies to be Transmitted. The powers of attorney granted under Section 15.1 shall be deemed irrevocable and to be coupled with an interest. A copy of each document executed by the General Partner pursuant to the powers of attorney granted in Section 15.1 shall be transmitted to each Limited Partner promptly after the date of the execution of any such document.

15.3 Survival of Power of Attorney. The powers of attorney granted in Section 15.1 shall survive delivery of an assignment by a Limited Partner of the whole or any portion of its Limited Partner's Interest, except that if such assignment was all of its Limited Partner's Interest and the substitution of the assignee as a Limited Partner has been consented to by the General Partner, the foregoing powers of attorney shall survive the delivery of such assignment for the purpose of enabling the General Partner to execute, acknowledge and file any and all certificates and other instruments necessary to effectuate the

substitution of the assignee as a Limited Partner. Such powers of attorney shall survive the dissolution or termination of a Limited Partner and shall extend to such Limited Partner's successors and assigns.

15.4 Limitation on Power of Attorney. Except as set forth in this Article XV, the General Partner may not modify the terms of this power of attorney or this Agreement without the written consent of all the Limited Partners. The powers of attorney granted under Section 15.1 of this article cannot be utilized by the General Partner to increase or extend any financial obligation or liability of any Limited Partner without the written consent of such Limited Partner.

ARTICLE XVI

EXCULPATION AND INDEMNIFICATION

16.1 Exculpation of the General Partner. The General Partner will not be liable for any loss to the Partnership or the Limited Partners by reason of any act or failure to act unless the General Partner was guilty of willful misconduct or gross negligence.

16.2 Indemnification of the General Partner. The Partnership shall indemnify the General Partner against any loss or damage incurred by the General Partner (including legal expenses) by reason of any acts performed or not performed by the General Partner for and on behalf of the Partnership, unless the General Partner was guilty of willful misconduct or gross negligence. The General Partner shall indemnify the Partnership against any damages incurred by reason of the General Partner's willful misconduct or gross negligence.

ARTICLE XVII

AMENDMENTS

17.1 Amendments. Except for amendments made in accordance with this Agreement in connection with assignments of Partnership Interests by

Partners to their affiliates and to reflect additional or substitute Partners or changes in Capital Contributions, this Agreement may not be amended except upon written consent of the General Partner and all the Limited Partners.

17.2 Execution of Amended Agreements. Each Limited Partner agrees to execute or cause to be executed promptly any amendments to this Agreement and certificates of the Partnership reasonably requested by the General Partner and authorized under Section 17.1.

ARTICLE XVIII

TECHNOLOGY AND INFORMATION

18.1 Technology License. The General Partner shall, on behalf of the Partnership, obtain the right to use hardware and software technology associated with Cellular Service. The General Partner is hereby authorized, on behalf of the Partnership, to engage in negotiations and to enter into contracts for licenses to use cellular hardware, software or related processes. In general, such contracts shall be merely right to use contracts and will not vest any title in any Partner to this Agreement.

18.2 Proprietary Information. All information, including but not limited to, specifications, microfilm, photocopies, keypunch cards, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, customer information, financial reports and market data marked or identified in writing as proprietary (all hereinafter designated a "Proprietary Information") furnished to or obtained by a Partner from any other Partner, whether written or oral or in other form, shall remain the disclosing Partner's property. All copies of such information, whether written, graphic or in other tangible form,

shall be returned to the disclosing Partner upon the disclosing Partner's request, except that one copy may be retained for archival purposes. Unless otherwise agreed, no obligation hereunder shall extend beyond five (5) years from the date of receipt of such information, and the obligation does not apply to such Proprietary Information as was previously known to the receiving Partner free of any obligation to keep it confidential or has been or is subsequently made public by the disclosing Partner or a third party. Such Proprietary Information shall be kept confidential by the receiving Partner and shall be used only for performing the covenants contained in this Agreement and may be used for such other purposes only upon such terms as may be agreed upon between the disclosing Partner and receiving Partner in writing.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

19.1 Warranties. Each Partner warrants as follows:

(a) It has the legal capacity to enter into and execute this Agreement, and

(b) This Agreement does not breach any of its existing agreements with other parties.

19.2 Table of Contents and Headings. The table of contents and headings of the sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

19.3 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Partners and any additional or substitute Limited Partner or General Partner and to their respective successors and assigns, except that nothing contained in this Section shall be construed to permit any attempted assignment or other transfer

which would be unauthorized by or void pursuant to any other provisions of this Agreement.

19.4 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement; provided, however, that the general intent of this Agreement shall not be voided thereby.

19.5 Non-Waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is contained in written notice given to the Partner claiming such waiver, and no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the Partner or Partners in whose favor the waiver was given.

19.6 Applicable Law. This Agreement and the rights and obligations of the Partners shall be interpreted in accordance with the laws of the State of Delaware. The Partnership will be bound by and fully comply with any applicable provisions of the Equal Employment Opportunity laws, including any executive orders issued thereunder.

19.7 Notices. All notices given by any Partner to any other Partner under this Agreement shall be in writing, registered or certified mail, postage prepaid, addressed as follows (or to such other address as a Partner may specify in such a notice to all other Partners):

General Partner: New Vector Communications, Inc.
3350 - 161st Avenue, S.E.
Bellevue, Washington 98008

Attention: Vice President-General
Counsel

Limited Partner: Bek Telephone Mutual Aid Corporation
121 Broadway East
Steele, North Dakota 58482

Attention: General Manager

Limited Partner: West River Mutual Aid Corporation
101 West Main Street
Hazen, North Dakota 58545

Attention: General Manager

Such notices shall be effective on the third business day subsequent to the date of mailing.

19.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original.

19.9 The name and mailing address of the General Partner is:

New Vector Communications, Inc.
3350 - 161st Avenue, S.E.
Bellevue, Washington 98008

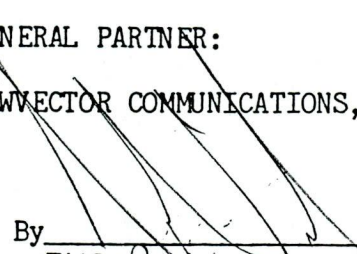
IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their duly authorized representatives.

ATTEST:


Title Vice President, Assoc. Gen Counsel
ASST. SECRETARY
Date: 12/17/86


~~GENERAL PARTNER:~~

~~NEWVECTOR COMMUNICATIONS, INC.~~


~~By ~~
~~Title President~~
~~Date: 12/23/86~~

LIMITED PARTNERS:


ATTEST:


Title MCR - NORTH DAKOTA TEL ASS'N
Date: May 1, 1986


BEK TELEPHONE MUTUAL AID CORPORATION

By 
Title Manager
Date: May 1, 1986

ATTEST:


Title MAR - NORTH DAKOTA TEL ASS'N
Date: May 1, 1986

WEST RIVER MUTUAL AID TELEPHONE CORPORATION

By 
Title Manager
Date: 5/1/86

APPENDIX A

BISMARCK - 1 CELL

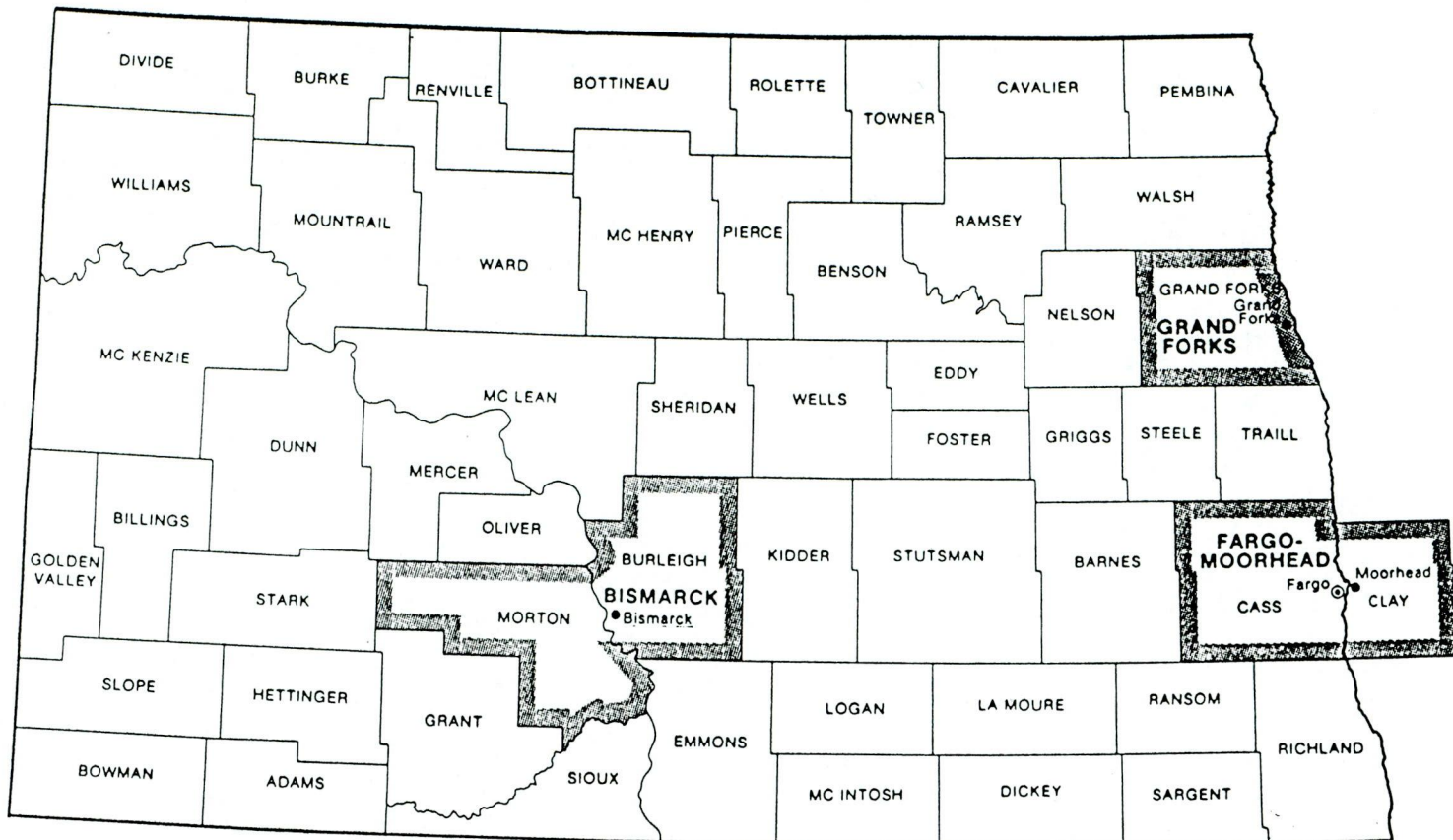
INITIAL CONSTRUCTION COSTS:

LAND	18,200
BUILDING	90,633
CELLSITE EQUIPMENT	256,249
TOWERS	60,000
SWITCHING EQUIPMENT	180,000






	605,082
	=====

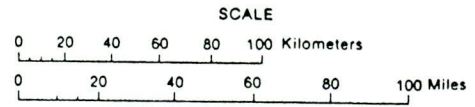
CASH FLOW REQUIREMENTS:

	(\$000)
PRE-OP	(393.5)
YEAR 1	(389.6)
YEAR 2	(85.5)
YEAR 3	(16.4)
YEAR 4	56.8
YEAR 5	161.0



LEGEND

-  Metropolitan statistical area (MSA)
-  Place of 100,000 or more inhabitants
-  Place of 50,000 to 100,000 inhabitants
-  Place of 25,000 to 50,000 inhabitants
-  MSA central city of fewer than 25,000 inhabitants
- State capital underlined



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

Generated March 3, 1998 at 3:21 PM

END GRAIN ELEVATOR COMPANY
 TELECOMMUNICATIONS COMPANIES

CURRENT: AT&T COMMUNICATIONS OF THE MIDWEST, INC.
 MORRISTOWN NJ 07962-1995

TYPE OF CHANGE	DATE	TIME	
STATUS	980210	80445	OLD ACTIVE
			NEW ACTIVE

TYPE OF CHANGE	DATE	TIME	
REGISTERED AGENT	980210	80445	OLD THE PRENTICE-HALL CORPORATION SYSTEM, INC. BISMARCK ND 58502-1695 OLD SS# 136106755
			NEW C T CORPORATION SYSTEM BISMARCK ND 58502 NEW SS# 510006522

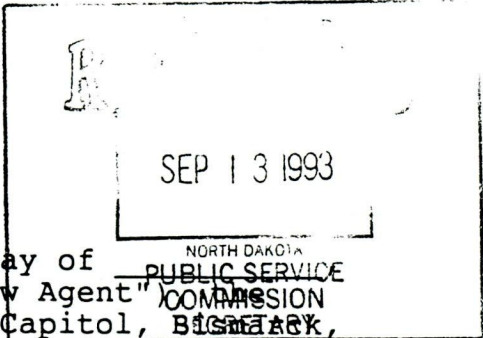
TYPE OF CHANGE	DATE	TIME	
REGISTERED AGENT ADDRESS	980210	80445	OLD THE PRENTICE-HALL CORPORATION SYSTEM, INC. BISMARCK ND 58502-1695 OLD SS# 136106755
			NEW C T CORPORATION SYSTEM BISMARCK ND 58502 NEW SS# 510006522

CURRENT BISMARCK MSA LIMITED PARTNERSHIP
 BELLEVUE WA 98008

TYPE OF CHANGE	DATE	TIME	
AMENDMENT DATE	980209	122350	OLD 000000
			NEW 980209

TYPE OF CHANGE	DATE	TIME	
PARTNERSHIP AGENT	980209	122732	OLD C T CORPORATION SYSTEM BISMARCK ND 58501-4018 OLD SS# 000000000
			NEW C T CORPORATION SYSTEM BISMARCK ND 58501-4018 NEW SS# 000000000

ESCROW AGREEMENT



THIS AGREEMENT, effective the _____ day of _____ 1993, by and among the Bank Center One ("Escrow Agent") North Dakota Public Service Commission, State Capitol, Bismarck, North, 58505 ("Commission"), and Bismarck MSA Limited Partnership ("Company") a Delaware 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 \$25,000;

WHEREAS, the Company has deposited \$25,000 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-five Thousand Dollars (\$25,000) 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

Bismarck MSA Limited Partnership
% Cellular Inc. Network Corporation, 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. _____, 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: _____

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: July 12, 1993

BISMARCK MSA LIMITED PARTNERSHIP
By: CELLULAR INC. NETWORK CORPORATION,
its general partner

By: Daniel P. Dwyer
Daniel P. Dwyer, Vice President

Dated: 7-19-93

BANK CENTER ONE

By: George Schirmer
Its: Executive Vice President