

# State of North Dakota



## CERTIFICATE OF FACT

OF

NORTHWEST DAKOTA CELLULAR OF NORTH DAKOTA LIMITED  
PARTNERSHIP

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

NORTHWEST DAKOTA CELLULAR OF NORTH DAKOTA LIMITED  
PARTNERSHIP

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

Dated: December 1, 1993

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

Alvin A. Jaeger  
Secretary of State

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

Fee: \$75.00

File No. 1079LP  
File on 30 June, 1989  
*Expires 30 June 94*  
*(Secretary of State)*  
Receipt No. 6387  
Filed by Tom Duggan

**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 Northwest Dakota Cellular of North Dakota Limited Partnership, and, the name under which it proposes to register and transact business in this state is Northwest Dakota Cellular of North Dakota Limited Partnership.
2. The state of its formation is Colorado, and the date of its formation is: 10/14/88.
3. The general character of the business it proposes to transact in this state is: Cellular Telephone Service.
4. The name and address of the agent for service of process on the foreign limited partnership is: (a North Dakota resident, a North Dakota corporation, or a foreign corporation authorized to do business in, and having a place of business in North Dakota.) CT Corporation System  
314 E. Thayer Avenue Bismarck, N.D. 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of state is appointed the agent of the foreign limited partnership for service of process if the agent's authority has been revoked or if the agent cannot be found or served with the exercise of reasonable diligence.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: 5990 Greenwood Plaza Boulevard, Suite 300 Englewood, Colorado 80111.
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: 5/11, 1989

**RECEIVED**  
JUN 13 1989

SEC. OF STATE

Northwest Dakota Cellular, Inc.

**RECEIVED**  
MAY 16 1989 6-85

Thomas D. Flakerty



**STATE OF NORTH DAKOTA**  
Office of Secretary of State

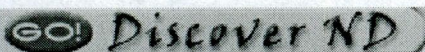
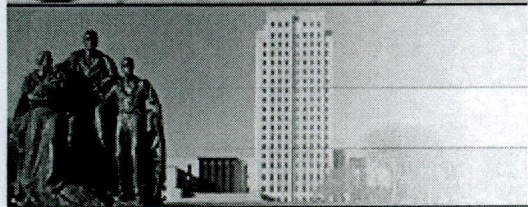

I hereby certify that this is a true and correct copy, consisting of 7 pages, as taken from the original on file in this office. Originality of this certification can be determined by the color red.

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

**Alvin A. Jaeger**  
**SECRETARY OF STATE**

DATED: 12-1-93

BY:

 Discover NDYour Gateway to North Dakota 

# SECRETARY OF STATE NORTH DAKOTA

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## NORTHWEST DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP

### Partnership Details

**System ID:** 5730600      **Phone:** (800) 366-2360  
**Type:** Limited Partnership  
**Status:** Active & Good Standing  
**Original File Date:** 06/30/1989      **Effective Date:** 06/30/1989  
**State of Origin:** Colorado

### Principal Office

5990 GREENWOOD PL BLVD STE 300  
ENGLEWOOD, CO 80111-4704

### Registered Agent

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

### Nature of Business

WIRELESS TELECOMMUNICATIONS

### General/Managing Partners

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

**NORTHWEST DAKOTA CELLULAR, INC.**  
180 WASHINGTON VALLEY RD  
BEDMINSTER, NJ 07921-2120

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5730600

NORTHWEST DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP  
5990 GREENWOOD PL BLVD STE 300  
ENGLEWOOD CO 80111-4704

Code PSC

Type TELECOMMUNICATIONS COMPANIES

Type of change PARTNERSHIP AGENT

Old Name

C T CORPORATION SYSTEM

314 E THAYER AVE

PO BOX 400

BISMARCK ND 58502-0400

*At the time listed*

New Name

C T CORPORATION SYSTEM

314 E THAYER AVE

PO BOX 400

BISMARCK ND 58502-0400

83141

5/19/99

5730600

5730600

NORTHWEST DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP

5990 GREENWOOD PL BLVD STE 300

ENGLEWOOD CO 80111-4704

Code PSC

Type TELECOMMUNICATIONS COMPANIES

Type of change PARTNERSHIP AGENT

Old Name

C T CORPORATION SYSTEM

314 E THAYER AVE

PO BOX 400

BISMARCK ND 58502-0400

New Name

C T CORPORATION SYSTEM

314 E THAYER AVE

PO BOX 400

BISMARCK ND 58502-0400

83141

5/19/99

5730600

**PUBLIC SERVICE COMMISSION**

**STATE OF NORTH DAKOTA**

**Certificate of Registration**

**First Reissued Certificate Number 52**

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

This certificate is issued in Case No. PU-1226-94-49, and is subject to the conditions and limitations noted in North Dakota Administrative Code, Sections 69-09-05-04 and 69-09-05-05.

Bismarck, North Dakota, February 17, 1994.

**ATTEST:**

  
\_\_\_\_\_  
**Executive Secretary**

**PUBLIC SERVICE COMMISSION**

  
By: \_\_\_\_\_  
**Commissioner**

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

Fee: \$75.00

File No. 1079LP  
File on 30 June, 19 89  
EXPIRES 30 June 94  
Receipt No. 6384  
Filed by Tom August  
(Secretary of State)

### 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 Northwest Dakota Cellular of North Dakota Limited Partnership, and, the name under which it proposes to register and transact business in this state is Northwest Dakota Cellular of North Dakota Limited Partnership.
2. The state of its formation is Colorado, and the date of its formation is: 10/14/88.
3. The general character of the business it proposes to transact in this state is:  
Cellular Telephone Service
4. The name and address of the agent for service of process on the foreign limited partnership is:  
(a North Dakota resident, a North Dakota corporation, or a foreign corporation authorized to do business in, and having a place of business in North Dakota.)  
CT Corporation System  
314 E. Thayer Avenue Bismarck, N.D. 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:  
5990 Greenwood Plaza Boulevard, Suite 300 Englewood, Colorado 80111
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: 5/11, 1989

RECEIVED  
JUN 19 1989  
SEC. OF STATE

Northwest Dakota Cellular, Inc.

RECEIVED  
MAY 16 1989  
6-85

Thomas D. Flakenty



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

SEE REVERSE SIDE FOR FEES, FILING AND MAILING INSTRUCTIONS.

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

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

NORTHWEST DAKOTA CELLULAR OF NORTH DAKOTA  
LIMITED PARTNERSHIP  
C T CORPORATION SYSTEM  
314 E THAYER AVE  
P O BOX 400  
BISMARCK ND 58501

1079 LP

FOR OFFICE USE ONLY

ID #	5,730,600
Expiration of Current Registration	06-30-94
WO #	332066
Filed	6-30-94
Expiration	6-30-97
Approved By	<i>[Signature]</i>
Filed By	

1. FILING FEE \$40.00  
Five Year Duration

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

4. The above named Limited Partnership or Foreign Limited Partnership is still in existence and continues to transact business in North Dakota.  
5. The ID #(s) assigned to general partner(s) by the Secretary of State, the names of general partner(s), their Social Security/Federal ID # and the addresses of their principal places of business.

NAME	SOCIAL SECURITY/ FEDERAL ID #	COMPLETE ADDRESS			
		Street/RR	PO Box	City	State Zip Code
002676400 NORTHWEST DAKOTA CELLULAR, INC.		5990 Greenwood Plaza Blvd.,		Suite 300	Englewood, Colorado 80111
CommNet Cellular Inc.		5990 Greenwood Plaza Blvd.,		Suite 300	Englewood, Colorado 80111

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

NORTHWEST DAKOTA CELLULAR, INC. /  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
By: *Thomas D Flaherty* 6-13-94  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Thomas D. Flaherty, Secretary  
Signature \_\_\_\_\_ Date \_\_\_\_\_

COMMNET CELLULAR INC. /  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
By: *Thomas D Flaherty* 6-13-94  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Thomas D. Flaherty, Vice President  
Signature \_\_\_\_\_ Date \_\_\_\_\_

5,730,600

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

RECEIVED  
JUN 20 1994  
SEC. OF STATE

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

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

Northwest Dakota Cellular, Inc.

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

FILED 6-30 19 94  
Annika Jaeger  
SECRETARY OF STATE



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

# 1079  
FOR OFFICE USE ONLY

ID #	5,730,600
Expiration of Current Registration	6/30/99
WO #	700503
Filed	5-19-99
Approved By	N/S
Expiration	6-30-2004
Filed By	N/S

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.

NORTHWEST DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP  
C T CORPORATION SYSTEM  
314 E THAYER AVE  
PO BOX 400  
BISMARCK, ND 58502-0400

FILING FEE \$40.00  
Five Year Duration

RECEIVED  
MAY 17 1999  
SEC. OF STATE

3.A. State or County of Organization  CO	3.B. Federal ID #	3.C. Telephone #  303-694-3234	3.D. Toll-Free Telephone #  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
2,676,400	NORTHWEST DAKOTA CELLULAR, INC.	8350 E. CRESCENT PARKWAY SUITE #400 ENGLEWOOD, CO 80111			
2,885,700	COMMNET CELLULAR INC.				

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

BY: Thomas D. Flaherty      5/11/99  
Signature THOMAS D. FLAHERTY, SECRETARY

BY: Thomas D. Flaherty      5/11/99  
Signature THOMAS D. FLAHERTY, VICE PRESIDENT

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

896561

ID#: 5,730,600LP

File # 1079

CERTIFICATE OF AMENDMENT

OF

FOREIGN LIMITED PARTNERSHIP

RECEIVED

OCT 12 2001

SEC. OF STATE

To the Secretary of State  
State of North Dakota

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

1. The name of the limited partnership is

**NORTHWEST DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP**

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

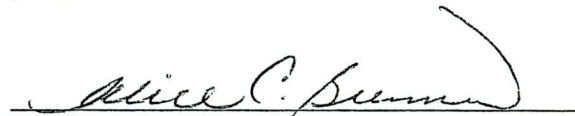
3. The foreign limited partnership's original Application for Registration was filed by the Secretary of State on June 30, 1989.

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

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

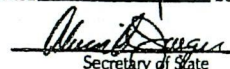
6. The change of registered office or registered agent was authorized by resolution approved by the general partners of the limited partnership.

Signed on October 2, 2001.



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

NORTH DAKOTA  
Filed 10/29 2001

  
Secretary of State





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

**RECEIVED**  
**OCT 12 2001**  
**SEC. OF STATE**

FOR OFFICE USE ONLY

ID #	5,730,600 FLP	
File #		
WO #	896561	
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)

NORTHWEST DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP

3. Name of the registered agent

Corporation Service Company

4. Registered agent is (Check one)

- An individual North Dakota resident
- A corporation
- A limited liability company
- A limited liability partnership

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

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

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

Corporation Service Company

By: Maureen Cullen / 10/11/2001  
Original signature of registered agent Date

Maureen W. Cullen,  
Assistant Vice President



# STATE OF COLORADO

DEPARTMENT OF  
STATE

## CERTIFICATE

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

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

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

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

*Dated: NOVEMBER 2, 1993*

  
\_\_\_\_\_  
SECRETARY OF STATE



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: Northwest Dakota Cellular of North Dakota Limited Partnership Escrow Account**

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

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

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

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

Sincerely,

Illona A. Jeffcoat-Sacco, Director  
Public Utilities Division

sdh

Enclosures

c: Joy Robertson, CommNet Cellular



**Public Service Commission**  
State of North Dakota

**COMMISSIONERS**

Susan E. Wefald  
President  
Bruce Hagen  
Leo M. Reinbold

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

March 21, 1996

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

Dear Ms. Robertson:

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

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

Sincerely,

Sharon Helbling  
Public Utilities Division

sdh

Enclosures

ESCROW AGREEMENT

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

RECITALS

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

WHEREAS, the Company binds itself, its successors and assigns to the State of North Dakota in the penal sum of \$92,143.40;

WHEREAS, the Company has deposited \$92,143.40 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 Ninety-two Thousand One Hundred Forty-three and 40/100 Dollars (\$92,143.40) 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

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

9. This Agreement shall terminate upon termination of the Commission's authority with respect to the obligations secured by the deposit and the return to the Company of the Funds or balance of Funds then remaining and the payment to the Company of all interest on the Funds which is due and payable.
10. This Agreement may be executed in any number of identical counterparts, each of which, when executed and delivered by the parties hereto, shall be considered to be an original, but all of which shall collectively constitute one and the same instrument.
11. This Agreement, together with Registration Certificate No. 52, 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.

FEB 17 1964

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

Dated: 2-18-94

NORTH DAKOTA PUBLIC SERVICE COMMISSION

By:   
Leo M. Reinbold, President

By:   
Bruce Hagen, Commissioner

By:   
Susan E. Wefald, Commissioner

Dated: 1-20-94

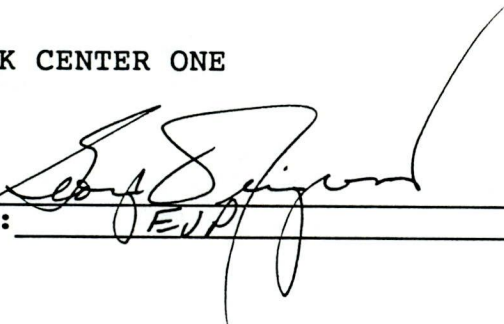
NORTHWEST DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP

By: NORTHWEST DAKOTA CELLULAR INC.,  
a general partner

By:   
Thomas D. Flaherty, Secretary

Dated: 1-31-94

BANK CENTER ONE

By:   
Its:     EUP    

FEB 17 1994

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

Generated August 1, 1994 at 9:22 AM

CURRENT NATIONAL ACCOUNTS INC.  
 PARSIPPANY NJ 07054

TYPE OF CHANGE STATUS	DATE	TIME	OLD	NEW
	940616	91529	NOT GOOD STANDINGS	
				ACTIVE

CURRENT NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP  
 ENGLEWOOD CO 80111

TYPE OF CHANGE ADDED PARTNER	DATE	TIME	OLD	NEW
	940630	112007		
				NEW

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

TYPE OF CHANGE ADDED PARTNER	DATE	TIME	OLD	NEW
	940630	103124		
				NEW

CURRENT NDS COMMUNICATIONS, INC.  
 BETHESDA MD 20817

TYPE OF CHANGE STATUS	DATE	TIME	OLD	NEW
	940617	103642	NOT GOOD STANDINGS	
				ACTIVE

# COMMNET CELLULAR *Inc.*<sup>™</sup>

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:

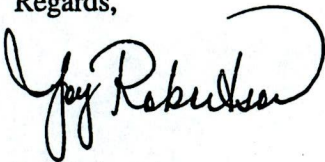
NORTH DAKOTA	BISMARCK MSA LIMITED PARTNERSHIP	RSA NO. 298(B)
NORTH DAKOTA-1	NORTHWEST DAKOTA CELLULAR OF N. D. LIMITED PARTNERSHIP	RSA NO. 580(B)
NORTH DAKOTA-2	NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP	RSA NO. 581(B)
NORTH DAKOTA-4	BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP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



# Public Service Commission

## State of North Dakota

### COMMISSIONERS

Leo M. Reinbold  
President  
Susan E. Wefald  
Bruce Hagen

State Capitol  
Bismarck, North Dakota 58505  
701-224-2400  
Toll Free in ND 800-932-2400  
FAX 701-224-2410  
TDD 701-224-4065

Executive Secretary  
Janet A. Elkin

October 11, 1993

Amy Shapiro  
Cellular, Inc.  
5990 Greenwood Plaza Blvd., Suite 300  
Englewood, CO 80111

Dear Ms. Shapiro:

On March 19, 1991, the North Dakota Public Service Commission issued Certificate of Registration #52 to North Dakota 1 - Divide Limited Partnership and Certificate of Registration #53 to North Dakota 4 - McKenzie Limited Partnership. Through our telephone conversation on October 11, 1993, it was determined that North Dakota 1-Divide Limited Partnership and North Dakota 4- McKenzie Limited Partnership are no longer owners of cellular systems in North Dakota. It is my understanding that the wireline license for RSA 1 is now owned by Northwest Dakota Cellular of North Dakota Limited Partnership and RSA 4 is owned by Badlands Cellular of North Dakota Limited Partnership.

The Commission has not received a request from the previous owners and new owners to reissue certificates 52 and 53 and therefore the new owners are operating in North Dakota without certificates.

A request to have the certificates reissued should include your copies of certificates 52 and 53 and a completed application form for certificates of registration. A form for each of the new owners is enclosed. The requests for certificate should include the necessary corporate papers named on the enclosed list. In addition, the papers should include documentation showing the transfer of the FCC license from the old to new owners.

In addition, the commission would appreciate a list of the general partners and limited partners involved in each tier of the corporate structure of the new partnerships and the percentages owned by each of the general and limited partners.

I believe Cellular, Inc. is familiar with the types of information filed in previous applications, however, please call if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Patrick Fah".

Patrick Fah  
Chief Engineer, Public Utilities Division



October 8, 1993



Mr. Patrick Fahn  
Public Service Commission  
State Capitol Building  
600 East Boulevard Avenue  
Bismarck, North Dakota 58505

RE: North Dakota Cellular Reports

Dear Mr. Fahn:

Enclosed are monthly call data reports for the month of September, 1993 being filed on behalf 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 and North Dakota 5-Kidder Limited Partnership. These reports include call completion data and escrow account activity. Also included is the call data report for Bismarck MSA Limited Partnership for August and September, 1993.

Pursuant to your request, enclosed for your files are copies of the Certificate of Limited Partnership and Limited Partnership Agreement for Northwest Dakota Cellular of North Dakota Limited Partnership and a copy of the filed Application for Registration as a Foreign Limited Partnership in North Dakota. Should you require any additional documentation or have any questions, please do not hesitate to contact me at 303-694-8587.

Very truly yours,

Katherine McMurray  
Certified Legal Assistant

*gone till Nov. 1*  
*Mary Beth Wagner*

Enclosures

2926/mw

ND-1

**AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP**

THIS **AMENDMENT** is made as of the 15<sup>th</sup> day of JUNE, 1989, by and between Northwest Dakota Cellular, Inc., a North Dakota corporation (the "General Partner") and Cellular, Inc., a Colorado corporation (the "Limited Partner").

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

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

1. The General Partner hereby grants the Limited Partner the right, at the sole option of the Limited Partner after the construction permit is issued to the Licensee Partnership in which that Partnership is the General Partner, to convert a 48% interest in the Partnership held by the Limited Partner (the "Partnership Interest") from a limited to a general partnership interest.

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

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

4. In the event the Limited Partner elects to exercise the right contained in paragraph 1 of this Amendment, the Partnership shall apply \$48.00 of the initial Limited Partner Capital Contribution paid by Cellular, Inc. to its initial Capital Contribution of its new General Partner Interest.

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

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

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

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

**GENERAL PARTNER:**

Northwest Dakota Cellular, Inc.

By: *James A. Jager*  
Its: *President*

**LIMITED PARTNER:**

Cellular, Inc.

By: *Michael A. Hubertz*  
Its: \_\_\_\_\_

**AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP**

THIS **AMENDMENT**, is to be effective this 15<sup>th</sup> day of JUNE, 1989, by and between Northwest Dakota Cellular, Inc., a North Dakota corporation (the "General Partner"), and Cellular, Inc., a Colorado corporation (the "Limited Partner").

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

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

**8.2 Transfer By General Partner:**

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

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

### 8.3 Transfer by Limited Partner:

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

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

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

**GENERAL PARTNER:**

Northwest Dakota Cellular, Inc.

By: *James A. Jaeger*  
Its: *President*

**LIMITED PARTNER:**

Cellular, Inc.

By: *William A. Halley*  
Its: \_\_\_\_\_

AMENDMENT OF  
AGREEMENT OF LIMITED PARTNERSHIP  
OF  
NORTHWEST DAKOTA CELLULAR CO.

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


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

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

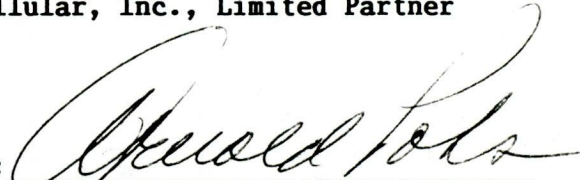
In all other respects, the Agreement shall remain in full force and effect.

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

Northwest Dakota Cellular, Inc.,  
General Partner

By:   
Jerome A. Jaeger, President

Cellular, Inc., Limited Partner

By:   
Arnold Pohs, Chief Operating  
Officer

AGREEMENT OF LIMITED PARTNERSHIP

OF

NORTHWEST DAKOTA CELLULAR CO.

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

ARTICLE I

Formation of Limited Partnership

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

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

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

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

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

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

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

## ARTICLE II

### Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

"FCC" shall mean the Federal Communications Commission.

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

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

"Interest" shall mean interest in the Partnership capital.

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

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

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

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

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

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

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

"RSA" shall mean the rural service area number 580, named North Dakota 1 - Divide in the State of North Dakota consisting of Divide, Williams, Mountrail, Burke, Renville, McLean and Ward counties.

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

### ARTICLE III

#### The General Partner

3.1 **Capital Contribution of General Partner:** The General Partner shall contribute to the Partnership \$51 in cash within 30 days of the signing of this Agreement.

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

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

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

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

would incur irreparable harm upon the withdrawal of the General Partner from the Partnership prior to the issuance of the Permit, the General Partner shall not withdraw from the Partnership prior to issuance of the Permit to the Partnership; thereafter, the General Partner may withdraw consistent with the terms herein.

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

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

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

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

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

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

(a) confess judgment against the Partnership;

(b) amend this Agreement;

(c) admit any additional Limited Partners;

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

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

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

**3.8 Liability of the General Partner:**

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

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

**3.9 Conflicts of Interest:** Subject to the General Partner's fiduciary duty, the General Partner and Affiliates shall not be accountable to the Partnership for any investment or business opportunity of which it hereafter

becomes aware by reason of the affairs of the Partnership. The Partnership hereby waives any and all rights which it has now or may have in the future by reason of the doctrine of partnership opportunity.

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

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

#### ARTICLE IV

##### The Limited Partners

**4.1 Capital Contributions of the Limited Partners:** The Limited Partner shall contribute to the Partnership \$49 in cash within 30 days of the signing of this Agreement.

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

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

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

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

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

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

## ARTICLE V

### Amendments and Meetings

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

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

## ARTICLE VI

### Partnership Capital

6.1 **Capital Accounts:** A separate Capital Account for each Partner shall be maintained on a federal income tax accounting basis pursuant to the regulations promulgated under Section 704 of the Code. Unless otherwise

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

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

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

## ARTICLE VII

### Allocation of Profits and Losses; Distributions

#### 7.1 Profits, Losses and Credits:

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

(b) For purposes of Section 7.1, the determination of a Partner's Capital Account balance shall be made without taking into account any liabilities treated as a contribution of money pursuant to Treasury Regulation 1.704(b)(2)(iv)(c) if the Partnership's payment of such liabilities would be treated as a distribution of money pursuant to Treasury Regulation 1.704(b)(2)(iv)(c).

**7.2 Distributions:** Subject to the terms of any Partnership indebtedness, the Partnership shall distribute to the Partners such cash which is not, in the reasonable opinion of the General Partner, necessary to the

conduct of the Partnership's business (after establishing such reserves as the General Partner determines are necessary to operate the Partnership). Any distributions of the Net Cash Flow shall be made to the Partners in proportion to their Capital Contributions (including Additional Capital Contributions) to the Partnership.

### 7.3 Special Allocations:

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

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

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

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

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

(d) If any items of income, gain, loss, deduction or Code Section 705(a)(2)(B) Expenditures are credited or charged to the Capital Accounts of the Partners pursuant to Section 7.3(a), (b) and/or (c), as soon thereafter as possible (but not in such manner as to contravene Section 7.3(a), (b) and/or (c), income, gain, loss, deduction and Code Section 705(a) (2) (B) Expenditures

shall be credited or charged to the Capital Accounts of the Partners so as to return each Partner's Capital Account to the balance it would have had if special allocations had not been made pursuant to Section 7.3(a), (b) and/or (c).

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

**7.5 Tax Allocations:**

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

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

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

**ARTICLE VIII**

**Transfers, Dissolution, Liquidation, and Termination**

**8.1 Transfer:**

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

(b) No Partnership interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this

Article VIII. Notwithstanding the preceding sentence, if the Partners enter into an agreement for the purchase of a Partner's Partnership interest, such agreement shall be binding upon the Partners and the Partnership.

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

**8.3 Transfer by Limited Partner:**

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

(b) Any successor or transferee of a Limited Partner hereunder shall be bound by the provisions of this Agreement. Any assignee who is not a Partner at the time of the assignment shall be entitled to the allocations and distributions attributable to the interest assigned to it and to transfer and

assign such interest in accordance with the terms of this Agreement; provided, however, such assignee shall not be entitled to the other rights of a Limited Partner until it becomes a substitute Limited Partner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IX

### Miscellaneous Provisions

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

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

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

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

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

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

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

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

**GENERAL PARTNER:**

Northwest Dakota Cellular, Inc.

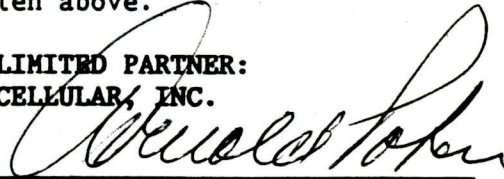
By: 

Jerome A. Jaeger, President

JAeger

**LIMITED PARTNER:**

CELLULAR, INC.

  
Arnold Pohs

Chief Operating Officer

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

Fee: \$75.00

File No. 1079LP  
File on Exp. 30 June 1989  
Jim Fisher  
(Secretary of State)

Receipt No. 10384  
Filed by Jim Fisher

### 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 Northwest Dakota Cellular of North Dakota Limited Partnership, and, the name under which it proposes to register and transact business in this state is Northwest Dakota Cellular of North Dakota Limited Partnership.
2. The state of its formation is Colorado, and the date of its formation is: 10/14/88.
3. The general character of the business it proposes to transact in this state is:  
Cellular Telephone Service
4. The name and address of the agent for service of process on the foreign limited partnership is:  
(a North Dakota resident, a North Dakota corporation, or a foreign corporation authorized to do business in, and having a place of business in North Dakota.)  
CT Corporation System  
314 E. Thayer Avenue Bismarck, N.D. 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:  
5990 Greenwood Plaza Boulevard, Suite 300 Englewood, Colorado 80111
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: 5/11 1989  
**RECEIVED**  
MAY 26 1989

**RECEIVED**  
SEC. OF STATE  
Northwest Dakota Cellular, Inc.  
Thomas A. Flaherty

SEC. OF STATE 6-85

**CERTIFICATE OF AMENDMENT  
TO THE  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF**

**NORTHWEST DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP**

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

1. The name of the limited partnership is Northwest Dakota Cellular of North Dakota Limited Partnership.
2. The date of filing the original certificate was January 6, 1989.
3. The certificate is amended to reflect the admission of Cellular, Inc. as a General Partner.
4. Partnership Offices: 5990 Greenwood Plaza Boulevard, Suite 300, Englewood, Colorado 80111.

**NORTHWEST DAKOTA CELLULAR, INC.**

By: *Daniel P. Seeger*  
Its: Treasurer

**CELLULAR, INC.**

By: *Donald E. Loh*  
Its: President

STATE OF COLORADO )  
 ) ss.:  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me on November 2, 1989,  
by Daniel P. Dwyer as Treasurer of Northwest Dakota Cellular, Inc.

Tracy M. Wohlschlegel  
Notary Public Tracy M. Wohlschlegel  
3240 South Dexter  
Denver, CO 80222

My commission expires: February 6, 1993

STATE OF COLORADO )  
 ) ss.:  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me on November 2, 1989,  
by Arnold C. Pohn as President of Cellular, Inc.

Tracy M. Wohlschlegel  
Notary Public Tracy M. Wohlschlegel  
3240 South Dexter  
Denver, CO 80222

My commission expires: February 6, 1993

RECEIVED

JAN 6 10 17 AM '89

Certificate of Limited Partnership

Of

Northwest Dakota Cellular of North Dakota Limited Partnership

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

1. The name of the Limited Partnership is: Northwest Dakota Cellular of North Dakota Limited Partnership (the "Partnership").
2. The principal purpose and character of business of the Partnership shall be to engage in all aspects of the cellular telephone business in Rural Area 580, named 1 - Divide, in the State of North Dakota, including the provision of cellular telephone service. The Partnership may engage in additional activities necessary or appropriate to accomplish, or which are incidental to, the foregoing purposes.
3. The location of the office of the Partnership in the State of Colorado shall be c/o Cellular, Inc., 5990 Greenwood Plaza Boulevard, Suite 131, Englewood, Colorado 80111.
4. The name and address of the agent for service of process on ;the partnership in the State of Colorado shall be Randal Schoonover, Cellular, Inc., Orchard Place IV, Suite 131, 5990 Greenwood Plaza Boulevard, Englewood, Colorado 80111.
5. The name, mailing address and designation of each member of the Partnership and the initial cash contribution of each Partner is specified in Exhibit A which is attached hereto and incorporated herein.
6. The events on the happening of which a Limited Partner may be requested to make additional capital contributions to the Partnership are set forth in Section 4.2 of Article IV of the Limited Partnership Agreement (the "Agreement"), which provisions are set forth in Exhibit B attached hereto and incorporated herein.
7. The power of a Limited Partner to grant the right to become a Limited Partner to an assignee is set forth in Section 8.3(a) and (b) of Article VIII of the Agreement, which provisions are set forth in Exhibit C attached hereto and incorporated herein.
8. A Partner may terminate his membership in the Partnership only in the event of at least one of the two following conditions: (1) there are more than two partners in the Partnership, or (2) consent of the Federal Communications Commission ("FCC") has been granted for the transfer and control of any and all FCC authorizations to the business and the remaining partner as set forth in Section 8.4 of Article VIII of the Agreement. Section 8.4 is attached hereto as Exhibit D and incorporated herein.
9. No Partner shall have the right to demand and receive property, including cash, in return for his contribution, except that in the event of dissolution of the Partnership unsold assets shall be distributed to the General Partner and the Limited

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Partners in accordance with their interests as determined in accordance with Section 8.5 of Article VIII of the Agreement, which provisions are set forth in Exhibit E attached hereto and incorporated herein.

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

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

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership on the 14th day of October, 1988.

ATTEST:

Thomas Flaherty  
Thomas Flaherty, Secretary

GENERAL PARTNER:

Northwest Dakota Cellular, Inc.

By: Jerome A. Jaeger  
Name: Jerome A. Jaeger  
President

ATTEST:

Daniel P. Dwyer  
Daniel P. Dwyer, Secretary

LIMITED PARTNER:

CELLULAR, INC.

By: Arnold Pohs  
Arnold Pohs, Chief Operating Officer

EXHIBIT A

Initial Capital Contribution Schedule

NAME/ ADDRESS	PARTNERSHIP DESIGNATION	AMOUNT OF INITIAL CONTRIBUTION
Northwest Dakota Cellular, INC. c/o Cellular, Inc. 5990 Greenwood Plaza Boulevard Suite 131 Englewood, Colorado 80111	General	\$51.00
Cellular, Inc. 5990 Greenwood Plaza Boulevard Suite 131 Englewood, Colorado 80111	Limited	\$49.00

EXHIBIT B

ARTICLE IV

The Limited Partners

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

EXHIBIT C

ARTICLE VIII

Transfers, Dissolution, Liquidation, and Termination

8.3 Transfer by Limited Partner:

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

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

EXHIBIT D

ARTICLE VIII

Transfers, Dissolution, Liquidation, and Termination

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

EXHIBIT E

ARTICLE VIII

Transfers, Dissolution, Liquidation, and Termination

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

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

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

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

## EXHIBIT F

### ARTICLE VIII

#### Transfers, Dissolution, Liquidation, and Termination

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

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

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

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

(d) The income, gains, losses, costs and deductions arising from the sale of Partnership assets in connection with the liquidation of the Partnership shall be allocated to the Partners in accordance with Article VII of this Agreement, and each Partner's capital account shall be adjusted accordingly;

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

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

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

(h) The Partnership shall comply with any

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

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

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

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

From (Assignor): NORTH DAKOTA 1 - DIVIDE LIMITED PARTNERSHIP 5990 GREENWOOD PLAZA BLVD. STE 300 ENGLEWOOD, CO. 80111		To (Assignee): NORTHWEST DAKOTA CELLULAR OF NORTH DAKOTA L.P. 5990 GREENWOOD PLAZA BLVD, STE 300 ENGLEWOOD, CO. 80111	
Nature of Service: DOMESTIC PUBLIC CELLULAR RADIO TELECOMMUNICATIONS, SERVICES		Class of Station: CELLULAR	
Call Sign(s)	In Various Locations in the State(s) of		Authorization Number(s)
KNKN321	0580 B-1 NORTH DAKOTA 1 - DIVIDE		

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

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

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

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

GRANT DATE: JANUARY 30, 1992

DATE OF ISSUE: FEBRUARY 05, 1992

FEDERAL  
 COMMUNICATIONS  
 COMMISSION



BL

North Dakota 1  
FCC Permit  
JAN 3 1992

LAW OFFICES  
BLOOSTON, MORDKOFKY, JACKSON & DICKENS  
2120 L STREET, N.W.

ARTHUR BLOOSTON  
HAROLD MORDKOFKY  
ROBERT M. JACKSON  
BENJAMIN H. DICKENS, JR.\*  
JOHN A. PRENDERGAST  
RAYMOND A. KOWALSKI\*  
GERARD J. DUFFY  
CARESSA L. DAVISON  
RICHARD D. RUBINO\*  
BRIAN D. ROBINSON\*

WASHINGTON, D.C. 20037  
—  
(202) 659-0830  
TELECOPIER: (202) 328-5568  
December 20, 1991

JEREMIAH COURTNEY  
STEPHEN G. KRASKIN  
SYLVIA L. LESSE  
OF COUNSEL  
EUGENE MALISZEWSKYJ  
ENGINEERING ASSISTANT  
DARRYL K. DELAWDER  
DIRECTOR OF ENGINEERING

\*NOT ADMITTED IN D.C.

WRITER'S DIRECT DIAL NO.  
(202) 828-5515

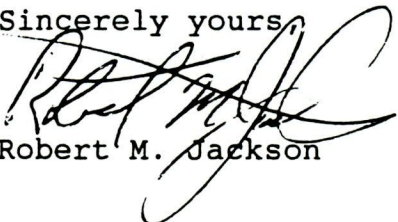
Gregory J. Vogt, Chief  
Mobile Services Division  
Common Carrier Bureau  
Federal Communications Commission  
Washington, D.C. 20554

Re: North Dakota 1 - Divide Limited Partnership,  
DPCRTS Station KNKN321,  
Market No. 580(B),  
North Dakota 1 - Divide RSA.

Dear Mr. Vogt:

We are transmitting herewith the paper original and three microfiche copies of an application (FCC Form 490) for Commission consent to the proposed pro forma assignment of license for the referenced system from North Dakota 1 - Divide Limited Partnership to Northwest Dakota Cellular of North Dakota Limited Partnership. Also transmitted herewith is an FCC Form 155 and a check in the amount of \$230.00 to cover the required filing fee.

Please refer any inquiries or correspondence in connection with this matter to our offices.

Sincerely yours,  
  
Robert M. Jackson

RMJ/cvb  
attachment  
cc(w/att.): Amy Shapiro, Esq. ✓

FCC 490 FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

Approved by OMB  
3060-0318  
Expires 04/30/93

FCC Use Only - File No.

APPLICATION FOR ASSIGNMENT OR TRANSFER OF CONTROL UNDER PART 22 **RECEIPT**

Read Instructions Before Completing and For Information Regarding Public Burden Estimate

PART 1 - To Be Completed By Assignor or Transferor

1. Name of Transferor or Assignor

North Dakota 1 - Divide Limited Partnership

Mailing Street Address or P.O. Box, City, State and ZIP Code

5990 Greenwood Plaza Blvd., Suite 300, Englewood, Colorado 80111

2. Name of Permittee or Licensee Appearing on Commission's Records

North Dakota 1 - Divide Limited Partnership

Mailing Street Address or P.O. Box, City State and ZIP Code

5990 Greenwood Plaza Blvd., Suite 300, Englewood, Colorado 80111

3. Application is for:

a.  Assignment      b.  Transfer of Control  
Pro forma assignment of license.

4. Name of Assignee or Transferee

Northwest Dakota Cellular of North Dakota Limited Partnership

5. Provide the following information for the facilities authorized to the assignor or transferor to construct and operate for which assignment or transfer of control is sought.

(a) Nature of Service	(b) Call Sign	(c) Date of Authorization	(d) Attach as Exhibit <u>1</u> a copy of the current authorization and subsequent associated notifications (FCC 489).
1 <input checked="" type="checkbox"/> Cellular      2 <input type="checkbox"/> Other	KNKN321	10/09/90	

6. Give the file numbers, location numbers and frequencies of any locations of facilities (covered by the call sign shown in Item 5) being assigned or transferred presently under construction or operational for less than one year.

File No. 07001-CL-L-91,  
Market 580(B),  
North Dakota 1 - Divide RSA.

7(a) Assignment or Transfer of Control will be accomplished by:	(b) Shares	Number of Shares	Classification (Common, Preferred, etc.)	
	1 <input type="checkbox"/> Sale or other transfer or assignment of stock (complete Item 7(b)).	Shares to be transferred	DNA	DNA
	2 <input checked="" type="checkbox"/> Other (e.g., voting trust agreement, management contract, court order, etc.)	Shares issued and outstanding	DNA	DNA
		Shares authorized	DNA	DNA

8. Certification

The undersigned represents that stock will not be delivered, or that the license will not be assigned, or that control will not be transferred until the Commission's consent has been received; that all the attached exhibits are a material part hereof and are incorporated herein as if set out in full in this application; and that all the statements made in Part 1 of this application are true, complete and correct to the best of his (her) knowledge and belief.

I request that the Commission grant its written consent to the foregoing assignment or transfer of control.

Date <b>12-13-91</b>	Signature of Authorized Officer or Agent (If signed by an agent other than the authorized officer or assignor/transferor, power of attorney or other authority of agent to sign must be attached). <i>Thomas D Flaherty</i>
-------------------------	--

Typed Name of Person Signing Thomas D. Flaherty	Mailing Street Address or P.O. Box, City, State and ZIP Code 5990 Greenwood Plaza Blvd., Suite 300 Englewood, Colorado 80111
--	--

WILLFUL FALSE STATEMENTS MADE ON THIS APPLICATION ARE PUNISHABLE BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

**Part 2—To Be Completed by Assignee or Transferee**

9. Name of Assignee or Transferee (If a corporation, state corporate name; if a partnership, state names of all partners and the name under which the partnership does business; if an unincorporated association, state the name of an executive officer, the office held by him, and the name of the association. The same name or names should be signed in the place provided at the end of application, except that in the case of a partnership the application may be signed in the name of the partnership by one of the partners.)

Northwest Dakota Cellular of North Dakota Limited Partnership  
 Mailing Street Address or P.O. Box, City, State and ZIP Code  
 5990 Greenwood Plaza Blvd., Suite 300, Englewood, Colorado 80111

10. (a) Is this application made for consent to voluntary or involuntary assignment of permit or license?  
 1.  Voluntary 2.  Involuntary (Complete Items 10(b) and (c))  
 (b) If name of licensee will change as a result of the proposed assignment or transfer, indicate name of new licensee.  
 Northwest Dakota Cellular of North Dakota Limited Partnership  
 (c) Attach as Exhibit DNA a copy of court order or other legal instrument by which assignee or transferee has obtained the legal right to construct or to control the use and operation of station as a result of involuntary act of assignor.

		Place an "X" in the appropriate column.	
		YES	NO
11.	Does the applicant certify that it complies with Section 301(b) of the Communications Act of 1934, as amended, and Section 22.4 of the Commission's Rules regarding alien ownership and control? If "NO", attach as Exhibit _____ a statement describing applicant's ownership or control by aliens.	X	
12.	If applicant is a corporation, is applicant directly or indirectly controlled by any other corporation? If "YES", give name and address of such controlling corporations, including organization having ultimate control, in Exhibit <u>2</u> .	X	
13.	(a) Has the applicant been finally adjudged guilty by any federal court of unlawfully monopolizing, or attempting unlawfully to monopolize, radio communication directly or indirectly through control or manufacture or sale of radio apparatus, exclusive traffic arrangements, or any other means, or of unfair methods of competition? (b) Is applicant directly or indirectly controlled by any party finally adjudged guilty as above stated?		X
14.	Has the applicant or any party to this application had any station license or permit revoked or had any application for construction permit, license, or renewal denied by this Commission? If "YES", attach as Exhibit _____ a statement relating the facts.		X
15.	Has the applicant, or any party to this application, or any person directly or indirectly controlling the applicant ever been convicted of a felony by any state or federal court? If "YES", attach as Exhibit _____ a statement relating the facts.		X
16.	Is the applicant, or any person directly or indirectly controlling the applicant, presently a party in any pending matter referred to in Items 13, 14, 15? If "YES", attach as Exhibit _____ a statement relating the facts.		X
17.	Does local or state law require any authorization to transfer the control of the facilities and/or operations involved herein?		X
18.	Attach as Exhibit <u>6</u> FCC 430 (Common Carrier and Satellite Radio Licensee Qualification Report) unless a current one is on file with the Commission.		

19. List below the Exhibits that are attached to this application.

Exhibit Number	Item No. of Form	Exhibit Number	Item No. of Form	Exhibit Number	Item No. of Form
1	Item 5(d)	3	22.40(b)	6	Item 18
2	Item 12 & Sec. 22.13(a)(1)	4	22.917(d)		
		5	22.13(a)(4)		

**20. Certification**

- The applicant waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests that written consent be granted to assign the construction permit or license herein mentioned to him(her).
- The assignee or transferee assumes all the obligations and agrees to abide by all the conditions imposed upon the assignor or transferor under the subject construction permit or license except that he/she shall not be liable for any act done by, or any right accrued or any suit or proceeding had or commenced against, the assignor or transferor prior to said assignment or transfer of control.
- I certify that the statements in Part 2 are true, complete, and correct to the best of my knowledge and belief.

Date <u>12/13/91</u>	Signature <u>Thomas D Flaherty</u>	Designate Appropriate Classification <input type="checkbox"/> Individual Applicant <input checked="" type="checkbox"/> Member of Applicant Partnership <input type="checkbox"/> Officer of Applicant Corporation or Association
-------------------------	---------------------------------------	--

Typed Name of Person Signing  
Thomas D. Flaherty

WILLFUL FALSE STATEMENTS MADE ON THIS APPLICATION ARE PUNISHABLE BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001) AND/OR REVOCATION OF ANY STATION LICENSE OR CONSTRUCTION PERMIT (U.S. CODE, TITLE 47, SECTION 312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

Exhibit 1  
FCC Form 490  
Item 5(d)

Current Authorization

and

Notice of Completion of Construction

UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION  
**RADIO STATION AUTHORIZATION**

MOBILE RADIO AUTHORIZATION  
FCC FORM 463

COMMON CARRIER  
DOMESTIC PUBLIC CELLULAR RADIO  
TELECOMMUNICATIONS SERVICE

NORTH DAKOTA 1 - DIVIDE LIMITED PARTNERSHIP  
5990 GREENWOOD PLAZA BLVD., #300  
ENGLEWOOD, COLORADO 80111

CALL SIGN: KNKN321  
SYSTEM IDENTIFICATION NUMBER 1548  
FILE NO: 07001-CL-L-91  
MARKET: 0580 NORTH DAKOTA 1 - DIVIDE

PAGE 01 OF 01

OPERATOR: GJN

ORIGINAL GRANT DATE: OCTOBER 9, 1990  
DATE OF ISSUE: NOVEMBER 15, 1990  
EXPIRATION DATE: OCTOBER 1, 2000

ALL PREVIOUSLY ISSUED AUTHORIZATIONS ARE VOID

MOBILE UNITS PRESENTLY AUTHORIZED: 010000  
AUTHORIZATION IS GRANTED FOR BLOCK B -

BASE: 880.020 THROUGH 889.980 MHZ AND 891.510 THROUGH 893.970 MHZ  
MOBILE: 835.020 THROUGH 844.980 MHZ AND 846.510 THROUGH 848.970 MHZ

CONTROL POINT NO. 001 1610 CAPITOL WAY  
BISMARCK

NORTH DAKOTA

LOCATION NO. 001:

LATITUDE: 48 10 44 N  
RURAL ROUTE 1, BOX 169T  
CITY: WILLISTON  
STATE: NORTH DAKOTA

LONGITUDE: 103 33 43 W

COUNTY: WILLIAMS

ANTENNA MARKINGS IN ACCORDANCE WITH PARAGRAPH(S) 1,3,11,21,22 OF FCC FORM 715.

**SPECIAL CONDITION FOR MINOR 39 DBU CONTOUR EXTENSIONS**

THIS AUTHORIZATION DOES NOT INCLUDE THE RIGHT TO ANY INTERFERENCE PROTECTION IN ANY AREAS OUTSIDE THE MSA/RSA AND IS ALSO CONDITIONED UPON COORDINATING WITH THE CURRENT OR FUTURE CO-CHANNEL LICENSEE(S) IN THE AREAS OUTSIDE THE MSA/RSA. THE LICENSEE HEREIN IS PUT ON NOTICE THAT IN THE EVENT THE CURRENT OR FUTURE MSA/RSA LICENSEE ENCOUNTERS INTERFERENCE FROM THE EXTENSION(S), THE LICENSEE HEREIN WILL HAVE TO CHANGE FREQUENCIES IN THOSE CELL(S) OR PULL BACK THEIR 39 DBU CONTOUR TO ELIMINATE THE INTERFERENCE DUE TO THE EXTENSION.

FEDERAL  
COMMUNICATIONS  
COMMISSION



11/22/90

LAW OFFICES  
BLOOSTON, MORDKOFKY, JACKSON & DICKENS

2120 L STREET, N.W.  
WASHINGTON, D. C. 20037

(202) 659-0830  
TELECOPIER: (202) 828-5568

December 6, 1990

ARTHUR BLOOSTON  
HAROLD MORDKOFKY  
ROBERT M. JACKSON  
BENJAMIN H. DICKENS, JR.\*  
JOHN A. PRENDERGAST  
RAYMOND A. KOWALSKI\*  
GERARD J. DUFFY  
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JEREMIAH COURTNEY  
STEPHEN G. KRASKIN  
SYLVIA L. LESSE  
OF COUNSEL

EUGENE MALISZEWSKYJ  
ENGINEERING ASSISTANT

\*NOT ADMITTED IN D. C.

WRITER'S DIRECT DIAL NO.

(202)828-5515

Gregory J. Vogt, Chief  
Mobile Services Division  
Common Carrier Bureau  
Federal Communications Commission  
Washington, D.C. 20554

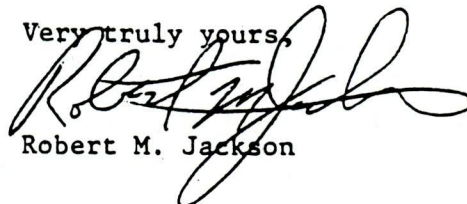
Re: North Dakota 1 - Divide Limited Partnership,  
File No. 06299-CL-MP-90,  
DPCRTS Station KNKN321,  
Market No. 580(B),  
North Dakota 1 - Divide RSA.

Dear Mr. Vogt:

On behalf of North Dakota 1 - Divide Limited Partnership, we are transmitting herewith its notification (FCC Form 489) to report the completion of Cell Site No. 002 (Minot, North Dakota). Also transmitted herewith is an FCC Form 155 and a check in the amount of \$60.00 to cover the required filing fee.

Please refer any inquiries or correspondence in connection with this matter to our offices.

Very truly yours,



Robert M. Jackson

Attachment

FEDERAL COMMUNICATIONS COMMISSION  
**FEE PROCESSING FORM**

FOR  
FCC  
USE  
ONLY

Please read instructions on back of this form before completing it. Section I MUST be completed. If you are applying for concurrent actions which require you to list more than one Fee Type Code, you must also complete Section II. This form must accompany all payments. Only one Fee Processing Form may be submitted per application or filing. Please type or print legibly. All required blocks must be completed or application/filing will be returned without action.

<b>SECTION I</b>											
APPLICANT NAME (Last, first, middle initial)											
North Dakota 1 - Divide Limited Partnership											
MAILING ADDRESS (Line 1) (Maximum 35 characters - refer to Instruction (2) on reverse of form)											
c/o Blooston, Mordkofsky, Jackson & Dickens											
MAILING ADDRESS (Line 2) (If required) (Maximum 35 characters)											
2120 L Street, N.W., Suite 300											
CITY											
Washington											
STATE OR COUNTRY (If foreign address)		ZIP CODE	CALL SIGN OR OTHER FCC IDENTIFIER (If applicable)								
D.C.		20037	DPCRTS Station KNKN321								
Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in FCC Fee Filing Guides. Enter in Column (B) the Fee Multiple, if applicable. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number entered in Column (B), if any.											
(A)	(B)	(C)	FOR FCC USE ONLY								
FEE TYPE CODE	FEE MULTIPLE (if required)	FEE DUE FOR FEE TYPE CODE IN COLUMN (A)									
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0	0	0	1								
\$60.00											

<b>SECTION II</b> — To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.											
(A)	(B)	(C)	FOR FCC USE ONLY								
FEE TYPE CODE	FEE MULTIPLE (if required)	FEE DUE FOR FEE TYPE CODE IN COLUMN (A)									
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ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (5), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.		<table border="1" style="display:inline-table; border-collapse: collapse;"><tr><td style="width:100px; height:20px;">TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING</td></tr><tr><td style="width:100px; height:20px;">\$ 60.00</td></tr></table>	TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING	\$ 60.00	FOR FCC USE ONLY						
TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING											
\$ 60.00											

NOTIFICATION OF STATUS OF FACILITIES UNDER PART 22 OF FCC RULES

INSTRUCTIONS

FCC 489 is to be submitted to notify the Commission of the circumstances described below.

Mark (X) in the box at the left to indicate the purpose for submitting the form. Follow the corresponding instructions at the right. All applicants must complete items 1 through 4 and certification.

Submit two copies to the Federal Communications Commission, Washington, D.C. 20554, Attention: Mobile Services Division.

This form is to notify or request that:

- A. Facilities have been constructed exactly in accordance with the authorization ... Complete Item(s) 5
B. An extension of time to complete construction is being requested ... 6 & 7
C. Application is being submitted within 30 days after expiration of authorization, and reinstatement is being requested ... 6, 7, & 8
D. Facilities have been constructed with minor modifications from those authorized ... 9
E. Minor modifications have been made to existing facilities ... 10-16
F. Assignor requests FCC records on facilities be returned to original status because partial assignment not completed within 60 days ... 1-4
G. Permanent authorization is being requested prior to the expiration of a developmental authorization ... Any applicable item above.

1. Legal Name of Applicant (if person, enter last name first) North Dakota 1 - Divide Limited Partnership
Assumed Name Used for Doing Business (if any) CommNet 2000
Mailing Street Address or P.O. Box, City, State and ZIP Code 5990 Greenwood Plaza Blvd., Suite 300, Englewood, CO 80111
Area Code-Telephone No. 303/694-3234

2. Name of Contact Representative (if other than applicant) Robert M. Jackson
Firm or Company Name Blooston, Mordkofsky, Jackson & Dickens
Mailing Street Address or P.O. Box, City, State and ZIP Code 2120 L Street, N.W., Washington, DC 20037
Area Code-Telephone No. 202/659-0830

3. Call Sign KNKN321
4. File No. of Authorization to which this application applies 06299-CL-MP-90\*/
5. Have the facilities constructed per the File No. in Item 4 been constructed exactly in accordance with the authorization? [X] Yes [ ] No
Market No. 580(B) North Dakota 1 - Divide RSA

6. (a) Has equipment been delivered? [ ] Yes [ ] No If "NO", answer items 6(b)-(d)
(b) From whom ordered? (If no order has been placed, so indicate).
(1) Date Ordered
(2) Date Delivery Promised
(c) Has installation commenced? [ ] Yes [ ] No If "YES", submit as Exhibit \_\_\_\_\_ a description of the extent of installation and the date installation commenced.
(d) Estimated date by which construction can be completed.

7. Submit as Exhibit \_\_\_\_\_ reason(s) why construction has not been completed or other reason(s) for reinstatement.
8. Is reinstatement being requested? [ ] Yes [ ] No If "YES," give expiration date of authorization: \_\_\_\_\_

9. Are the representations contained in the granted application for authorization still true and correct? [ ] Yes [ ] No If "NO," give particulars in Exhibit \_\_\_\_\_, and include in referenced exhibit applicable pages of FCC 401 and exhibits attached thereto showing changes from representations made in granted application for authorization.

\* / Major Modification to Cell Site Location No. 002 (Minot) per FCC Form 401 filed 8/3/90. See Public Notice, Report No. CL-91-38, Dated 11/19/90.

10. If for modification of license indicate (X) proposed changes:

A.  Addition of Transmitter on Same Frequency as Existing Transmitter    C.  Change(s) of Control Point(s)  
 B.  Change in Authorized Power    D.  Change in Points of Communication  
 E.  Change in Other Particulars

Changes are described in Exhibit \_\_\_\_\_. If for additional transmitter, Exhibit must state explicitly that reliable service area contour (RSAC) and interference contour (IC) of new transmitter are respectively contained entirely within RSAC and IC of previously authorized facilities. If modifications involve items shown in FCC 401, Exhibit shall include applicable pages of FCC 401, showing items modified.

11. Show the following for licensed transmitters which are being deleted.

(a) Location Number	(b) Transmitter Number

12. Is the station now operating?  
 Yes     No

13. Proposed Location of Transmitter If Changed From Authorization

(a) Current		(b) Proposed			
(1) Location No.	(2) Transmitter No.	(3) Proposed Location (Street Address, City or Town, State)	(4) North Latitude (Deg-Min-Sec)	(5) West Longitude (Deg-Min-Sec)	FCC Use Only Loc. No.

14. (a) Have there been any changes in the data furnished in the application for authorization covering ownership, citizenship, station control, business connections, and monopolistic practices?  
 Yes     No

(b) Have such changes been reported to the Commission?  
 Yes     No    If "NO", show changes in Exhibit \_\_\_\_\_.

15. If this application is for modification of license, show in Exhibit \_\_\_\_\_ why the proposed change(s) is (are) deemed necessary and the purpose it will serve.

16. Has applicant been denied state certification for the facilities proposed in this application?  
 Yes     No    If "YES", attach as Exhibit \_\_\_\_\_, a statement describing the state authority's action and any pending appeals, or whether the state appeal process has been exhausted. Attached copies of any state authority decisions.

**17. Certification**

The applicant hereby waives any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and requests a station license in accordance with this application. All the answers on this application are a material part of the application.

The applicant represents that this application is not filed for the purpose of impeding, obstructing or delaying determination on any other application with which it may be in conflict.

All statements made in the attached exhibits are a material part hereof and are incorporated herein as if set out in full in this application. The undersigned, individually and for the applicant, hereby certifies that the statements made in this application are true, complete and correct to the best of his (her) knowledge and belief, and are made in good faith.

Date December 5, 1990	Typed Name of Applicant (Must Correspond With Item 1) North Dakota 1 - Divide Limited Partnership
Signature <i>Thomas D. Liberty</i> Officer, Northwest Dakota Cellular, Inc.	Designate Appropriate Classification <input type="checkbox"/> Individual Applicant <input checked="" type="checkbox"/> Member of Applicant Partnership <input type="checkbox"/> Officer of Applicant Corporation or Association

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT. U.S. CODE, TITLE 18 SECTION 1001.**

**NOTICE**

The information requested by this form will be used by Federal Communications Commission staff to determine eligibility for issuing authorizations in the use of frequency spectrum and to effect the provisions of regulatory responsibilities rendered the Commission by the Communications Act of 1934, as amended. Information requested by this form will be available to the public.

The foregoing Notice is required by the Privacy Act of 1974, P.L. 93-579, December 31, 1974 and the Paperwork Reduction Act of 1980, P.L. 96-511, Section 3504(c) (3).

The applicant, North Dakota 1 - Divide Limited Partnership, is the permittee of Domestic Public Cellular Radio Telecommunications Service Station KNKN321, the Frequency Block B cellular system for the North Dakota 1 - Divide Rural Service Area. The applicant requests the issuance of an operating license to cover the construction permit for the system. The instant covering license application encompasses Cell Site Location' No. 002 (Minot, ND). Consistent with Commission policy governing the filing of wireline cellular covering license applications, this application for the second site in the North Dakota 1 - Divide RSA is being filed shortly following the completion of construction.

The major modification application regarding Cell Site Location No. 002 per FCC Form 401 filed 08/03/90 reflected a temporary street address. The coordinates remain the same. The permanent street address is as follows:

804 16th Avenue Southwest

Minot, Ward County, North Dakota

The correct Schedule B, page 1 is included with this application as Exhibit 1, Attachment A.

FCC  
401

Approved by OMB  
3060-0046  
Expires 11/30/89

Schedule B

(Complete One Schedule B Per Antenna Location)

There are 1 Schedule B's with this application. This is Schedule B number 1.

27. Antenna Location Record. (For Temporary Fixed Stations, see Instruction 5(B).)

a. Street Address, City, County and State (If in area not designated by street, give distance and direction from, and name of, nearest town)

804 16TH AVENUE SOUTHWEST  
MINOT, WARD COUNTY, NORTH DAKOTA

b. North Latitude  
(Deg-Min-Sec)

48-13-07

c. West Longitude  
(Deg-Min-Sec)

101-18-12

FCC Use Only  
Location No.

28. Application Type. (Mark "X" as many as applicable.)

- A.  Radio Station Authorization
- B.  Amendment of Pending Application (As indicated in Item 2 on Schedule A).
- C.  Fill in
- D.  Modification of Authorization
- E.  Partial Assignment (A separate FCC 401 is to be filed by assignee and assignor)  
(Mark "X" One)  
File No. \_\_\_\_\_  Assignee  Assignor
- F.  Subsidiary Communications Authorization

29. Does the applicant request waiver of any requirements of FCC Rules?

If "YES," attach Exhibit \_\_\_\_\_ specifying Rule(s) for which waiver is requested and demonstrating good cause for each waiver. (See Instruction No. 9).

Yes  No

30. Are there any other pending applications known to the applicant with which this application is believed to be mutually exclusive?

If "YES," provide the following:

Yes  No

a. File Number	b. Call Sign	c. Frequency (MHz)

31. Nature of Request. (Mark "X" as many as applicable.)

- A.  Change Frequency
- B.  Add Frequency
- C.  Delete Frequency
- D.  Increase Power
- E.  Increase Antenna Height
- F.  Change Antenna/Transmitter Location
- G.  Change Control Point Location
- H.  Additional Antenna Location
- I.  Change Antenna System
- J.  Other (specify): CHANGE CGSA; ADD CELL SITE LOCATION NO. 002

Attach as Exhibit A a showing of specific details of changes.

32. Would grant of this application have a significant environmental effect per Rule Section 1.1307?

If "YES," attach Exhibit \_\_\_\_\_ as the required environmental assessments per Rule Sections 1.1308 and 1.1311.

Yes  No

Ownership of Northwest Dakota Cellular of  
North Dakota Limited Partnership

Northwest Dakota Cellular of North Dakota Limited Partnership is owned as follows:

<u>Partner</u>	<u>Interest</u>
Northwest Dakota Cellular, Inc. P.O. Box 2027 Minot, ND 58702-2027	51% (General Partner)
Cellular, Inc. 5990 Greenwood Plaza Blvd. Suite 300 Englwood, CO 80111	48% (General Partner)
Cellular, Inc. 5990 Greenwood Plaza Blvd. Suite 300 Englewood, CO 80111	1% (Limited Partner)

Northwest Dakota Cellular, Inc. is owned as follows:

<u>Stockholder</u>	<u>Ownership Interest</u>
Cellular, Inc. 5990 Greenwood Plaza Blvd. Suite 300 Englewood, CO 80111	6.165%
Souris River Telephone Mutual Aid Corporation P.O. Box 2027 Minot, ND 58702-2027	13.448%
BEK Telephone Mutual Aid Corporation 121 Broadway East P.O. Box 230 Steele, ND 58482-0230	13.448%
Midstate Telephone Company Box 400 Stanley, ND 58784	13.448%
NEMONT Telephone Cooperative, Inc. Box 600 Scobey, MT 59263	13.448%
Noonan Farmers Telephone Co. 405 South Main Noonan, ND 58765	5.738%
Northern States Power Co. 24 2nd Avenue SE P.O. Box 700 Minot, ND 58702	13.448%
Northwest Communications Cooperative Box 38 Ray, ND 58849-0038	2.241%
Reservation Telephone Cooperative Main Street P.O. Box 68 Parshall, ND 58770	2.241%
West River Mutual Aid Telephone Corporation P.O. Box 467 Hazen, ND 58545	16.375%

Cellular Inc. Network Corporation is a wholly-owned subsidiary of Cellular, Inc., 5990 Greenwood Plaza Boulevard, Suite 300, Englewood, Colorado 80111 (CI). As its principal business activity, CI is engaged in the ownership of interests in cellular systems, and in the performance of management services for cellular systems on a contract basis.

CI is a publicly-traded corporation which currently has 4,803,485 shares of common stock issued and outstanding. The following constitute the holders of 5% or more of CI's common stock:

<u>Name &amp; Address</u>	<u>Citizenship</u>	<u>Principal Business</u>	<u>Shares No. &amp; %</u>
J.P. Morgan & Co. 23 Wall Street New York, NY 10015	Domestic Corp.	Investments	1,238,843 <sup>1</sup> (21.31%)
The Equitable Life Assurance Society of the U.S. 787 Seventh Avenue New York, NY 10019	Domestic Corp.	Insurance & Investments	529,128 <sup>2</sup> (10.88%)
The Dreyfus Convertible Securities Fund, Inc. 144 Glenn Curtiss Blvd. Uniondale, NY 11556	Domestic Corp.	Investments	312,925 <sup>3</sup> (6.51%)

In addition, CI currently has issued an outstanding \$74.5 million in principal amount of 6 3/4% Convertible Subordinated Debentures due 2009. These debentures are convertible into approximately 2.7 million shares of common stock. In addition, CI has issued and outstanding \$40 million in principal amount of 8% Convertible Subordinated Debentures due 2000. These debentures are convertible into 2,675,585 shares of common stock. There are currently no other classes of CI's stock or other securities outstanding.

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<sup>1</sup>Based upon Schedule 13G, dated December 31, 1990, J.P. Morgan & Co., Inc. beneficially owns 1,238,843 shares of CI's common stock, including 1,008,843 shares as to which it has a right to acquire.

<sup>2</sup>Based upon Schedule 13G, dated February 1, 1991, The Equitable Life Assurance Society of the United States beneficially owns 529,128 shares of CI common stock including 59,728 issuable upon conversion of convertible debentures.

<sup>3</sup>Based upon Schedule 13G, dated February 8, 1991.

Exhibit 3

Response to Section 22.40(b) of the Rules

This application requests Commission consent to a proposed pro forma assignment of the station's cellular license for operating facilities which have been constructed in accordance with FCC Rules and regulations. Therefore, Section 22.40(b) of the Rules does not apply, and no anti-trafficking showing is required.

Exhibit 4

Section 22.917(d) of the Rules

Since this application requests Commission consent to a proposed pro forma assignment of license, no financial qualifications showing is required.

Cellular Inc. Network Corporation is a wholly-owned subsidiary of Cellular, Inc., 5990 Greenwood Plaza Boulevard, Suite 300, Englewood, Colorado 80111 (CI). As its principal business activity, CI is engaged in the ownership of interests in cellular systems, and in the performance of management services for cellular systems on a contract basis.

CI is a publicly-traded corporation which currently has 4,803,485 shares of common stock issued and outstanding. The following constitute the holders of 5% or more of CI's common stock:

<u>Name &amp; Address</u>	<u>Citizenship</u>	<u>Principal Business</u>	<u>Shares No. &amp; %</u>
J.P. Morgan & Co. 23 Wall Street New York, NY 10015	Domestic Corp.	Investments	1,238,843 <sup>1</sup> (21.31%)
The Equitable Life Assurance Society of the U.S. 787 Seventh Avenue New York, NY 10019	Domestic Corp.	Insurance & Investments	529,128 <sup>2</sup> (10.88%)
The Dreyfus Convertible Securities Fund, Inc. 144 Glenn Curtiss Blvd. Uniondale, NY 11556	Domestic Corp.	Investments	312,925 <sup>3</sup> (6.51%)

In addition, CI currently has issued an outstanding \$74.5 million in principal amount of 6 3/4% Convertible Subordinated Debentures due 2009. These debentures are convertible into approximately 2.7 million shares of common stock. In addition, CI has issued and outstanding \$40 million in principal amount of 8% Convertible Subordinated Debentures due 2000. These debentures are convertible into 2,675,585 shares of common stock. There are currently no other classes of CI's stock or other securities outstanding.

<sup>1</sup>Based upon Schedule 13G, dated December 31, 1990, J.P. Morgan & Co., Inc. beneficially owns 1,238,843 shares of CI's common stock, including 1,008,843 shares as to which it has a right to acquire.

<sup>2</sup>Based upon Schedule 13G, dated February 1, 1991, The Equitable Life Assurance Society of the United States beneficially owns 529,128 shares of CI common stock including 59,728 issuable upon conversion of convertible debentures.

<sup>3</sup>Based upon Schedule 13G, dated February 8, 1991.

AD-1

**AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP**

THIS AMENDMENT is made as of the 15<sup>th</sup> day of JUNE, 1989, by and between Northwest Dakota Cellular, Inc., a North Dakota corporation (the "General Partner") and Cellular, Inc., a Colorado corporation (the "Limited Partner").

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

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

1. The General Partner hereby grants the Limited Partner the right, at the sole option of the Limited Partner after the construction permit is issued to the Licensee Partnership in which that Partnership is the General Partner, to convert a 48% interest in the Partnership held by the Limited Partner (the "Partnership Interest") from a limited to a general partnership interest.
2. In the event the Limited Partner elects to exercise the option granted by paragraph 1 hereof, the Limited Partner shall give written notice to the General Partner of its exercise converting into a general partnership interest and the Limited Partner shall be admitted as a general partner of the Partnership upon the date of such notice (to be effective for all purposes, at the election of the limited partner, as of the date of the grant of the Construction Permit referred to in paragraph 1 of this Amendment) without the necessity of further action by any party hereto.
3. In the event the Limited Partner elects to exercise the right contained in paragraph 1 of this Amendment, all action required or permitted by the Partnership Agreement to be taken by action of the General Partner shall only be taken upon the affirmative vote of a majority of the outstanding general partnership interests as determined by the Partners' respective Capital Contributions.
4. In the event the Limited Partner elects to exercise the right contained in paragraph 1 of this Amendment, the Partnership shall apply \$48.00 of the initial Limited Partner Capital Contribution paid by Cellular, Inc. to its initial Capital Contribution of its new General Partner Interest.
5. Each of the parties agree to execute and file an amendment to the Certificate of Limited Partnership of the Partnership and such further documents and instruments as shall be necessary and appropriate to effectuate this Amendment.

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

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

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

**GENERAL PARTNER:**

Northwest Dakota Cellular, Inc.

By: James A. Jaeger  
Its: President

**LIMITED PARTNER:**

Cellular, Inc.

By: Michael A. Huberty  
Its: \_\_\_\_\_

## AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP

THIS AMENDMENT, is to be effective this 15<sup>th</sup> day of JUNE, 1989, by and between Northwest Dakota Cellular, Inc., a North Dakota corporation (the "General Partner"), and Cellular, Inc., a Colorado corporation (the "Limited Partner").

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

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

### 8.2 Transfer By General Partner:

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

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

### 8.3 Transfer by Limited Partner:

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

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

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

**GENERAL PARTNER:**

Northwest Dakota Cellular, Inc.

By: *Frank A. Jaeger*  
Its: *President*

**LIMITED PARTNER:**

Cellular, Inc.

By: *Michael A. Hultzy*  
Its: \_\_\_\_\_

AMENDMENT OF  
AGREEMENT OF LIMITED PARTNERSHIP  
OF  
NORTHWEST DAKOTA CELLULAR CO.

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

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

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

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

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

Northwest Dakota Cellular, Inc.,  
General Partner

By: Jerome A. Jaeger  
Jerome A. Jaeger, President

Cellular, Inc., Limited Partner

By: Arnold Pohs  
Arnold Pohs, Chief Operating  
Officer

AGREEMENT OF LIMITED PARTNERSHIP

OF

NORTHWEST DAKOTA CELLULAR CO.

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

ARTICLE I

Formation of Limited Partnership

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

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

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

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

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

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

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

## ARTICLE II

### Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

"FCC" shall mean the Federal Communications Commission.

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

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

"Interest" shall mean interest in the Partnership capital.

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

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

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

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

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

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

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

"RSA" shall mean the rural service area number 580, named North Dakota 1 - Divide in the State of North Dakota consisting of Divide, Williams, Mountrail, Burke, Renville, McLean and Ward counties.

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

### ARTICLE III

#### The General Partner

3.1 **Capital Contribution of General Partner:** The General Partner shall contribute to the Partnership \$51 in cash within 30 days of the signing of this Agreement.

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

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

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

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

would incur irreparable harm upon the withdrawal of the General Partner from the Partnership prior to the issuance of the Permit, the General Partner shall not withdraw from the Partnership prior to issuance of the Permit to the Partnership; thereafter, the General Partner may withdraw consistent with the terms herein.

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

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

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

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

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

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

(a) confess judgment against the Partnership;

(b) amend this Agreement;

(c) admit any additional Limited Partners;

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

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

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

**3.8 Liability of the General Partner:**

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

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

**3.9 Conflicts of Interest:** Subject to the General Partner's fiduciary duty, the General Partner and Affiliates shall not be accountable to the Partnership for any investment or business opportunity of which it hereafter

becomes aware by reason of the affairs of the Partnership. The Partnership hereby waives any and all rights which it has now or may have in the future by reason of the doctrine of partnership opportunity.

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

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

#### ARTICLE IV

##### The Limited Partners

**4.1 Capital Contributions of the Limited Partners:** The Limited Partner shall contribute to the Partnership \$49 in cash within 30 days of the signing of this Agreement.

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

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

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

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

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

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

## ARTICLE V

### Amendments and Meetings

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

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

## ARTICLE VI

### Partnership Capital

6.1 **Capital Accounts:** A separate Capital Account for each Partner shall be maintained on a federal income tax accounting basis pursuant to the regulations promulgated under Section 704 of the Code. Unless otherwise

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

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

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

## ARTICLE VII

### Allocation of Profits and Losses; Distributions

#### 7.1 Profits, Losses and Credits:

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

(b) For purposes of Section 7.1, the determination of a Partner's Capital Account balance shall be made without taking into account any liabilities treated as a contribution of money pursuant to Treasury Regulation 1.704(b)(2)(iv)(c) if the Partnership's payment of such liabilities would be treated as a distribution of money pursuant to Treasury Regulation 1.704(b)(2)(iv)(c).

7.2 Distributions: Subject to the terms of any Partnership indebtedness, the Partnership shall distribute to the Partners such cash which is not, in the reasonable opinion of the General Partner, necessary to the

conduct of the Partnership's business (after establishing such reserves as the General Partner determines are necessary to operate the Partnership). Any distributions of the Net Cash Flow shall be made to the Partners in proportion to their Capital Contributions (including Additional Capital Contributions) to the Partnership.

### 7.3 Special Allocations:

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

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

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

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

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

(d) If any items of income, gain, loss, deduction or Code Section 705(a)(2)(B) Expenditures are credited or charged to the Capital Accounts of the Partners pursuant to Section 7.3(a), (b) and/or (c), as soon thereafter as possible (but not in such manner as to contravene Section 7.3(a), (b) and/or (c), income, gain, loss, deduction and Code Section 705(a) (2) (B) Expenditures

shall be credited or charged to the Capital Accounts of the Partners so as to return each Partner's Capital Account to the balance it would have had if special allocations had not been made pursuant to Section 7.3(a), (b) and/or (c).

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

#### **7.5 Tax Allocations:**

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

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

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

### **ARTICLE VIII**

#### **Transfers, Dissolution, Liquidation, and Termination**

##### **8.1 Transfer:**

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

(b) No Partnership interest shall be transferred, in whole or in part, except in accordance with the terms and conditions set forth in this

Article VIII. Notwithstanding the preceding sentence, if the Partners enter into an agreement for the purchase of a Partner's Partnership interest, such agreement shall be binding upon the Partners and the Partnership.

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

**8.3 Transfer by Limited Partner:**

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

(b) Any successor or transferee of a Limited Partner hereunder shall be bound by the provisions of this Agreement. Any assignee who is not a Partner at the time of the assignment shall be entitled to the allocations and distributions attributable to the interest assigned to it and to transfer and

assign such interest in accordance with the terms of this Agreement; provided, however, such assignee shall not be entitled to the other rights of a Limited Partner until it becomes a substitute Limited Partner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

Miscellaneous Provisions

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

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

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

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

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

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

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

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

GENERAL PARTNER:  
Northwest Dakota Cellular, Inc.

By: Jerome A. Jaeger,  
Jerome A. Jaeger, President  
JAeger

LIMITED PARTNER:  
CELLULAR, INC.

Arnold Pohs  
Arnold Pohs  
Chief Operating Officer

4825

## Certificate of Limited Partnership

Of

## Northwest Dakota Cellular of North Dakota Limited Partnership

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

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

2. The principal purpose and character of business of the Partnership shall be to engage in all aspects of the cellular telephone business in Rural Area 580, named 1 - Divide, in the State of North Dakota, including the provision of cellular telephone service. The Partnership may engage in additional activities necessary or appropriate to accomplish, or which are incidental to, the foregoing purposes.

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

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

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

6. The events on the happening of which a Limited Partner may be requested to make additional capital contributions to the Partnership are set forth in Section 4.2 of Article IV of the Limited Partnership Agreement (the "Agreement"), which provisions are set forth in Exhibit B attached hereto and incorporated herein.

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

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

9. No Partner shall have the right to demand and receive property, including cash, in return for his contribution, except that in the event of dissolution of the Partnership unsold assets shall be distributed to the General Partner and the Limited

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Partners in accordance with their interests as determined in accordance with Section 8.5 of Article VIII of the Agreement, which provisions are set forth in Exhibit E attached hereto and incorporated herein.

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

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

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Limited Partnership on the 14th day of October, 1988.

ATTEST:

Thomas Flaherty  
Thomas Flaherty, Secretary

GENERAL PARTNER:

Northwest Dakota Cellular, Inc. ✓

By: Jerome A. Jagger  
Name: Jerome A. Jagger  
President

ATTEST:

Daniel P. Dwyer  
Daniel P. Dwyer, Secretary

LIMITED PARTNER:

CELLULAR, INC.

By: Arnold Pohs  
Arnold Pohs, Chief Operating Officer

EXHIBIT A

Initial Capital Contribution Schedule

NAME/ ADDRESS	PARTNERSHIP DESIGNATION	AMOUNT OF INITIAL CONTRIBUTION
Northwest Dakota Cellular, INC c/o Cellular, Inc. 5990 Greenwood Plaza Boulevard Suite 131 Englewood, Colorado 80111	General	\$51.00
Cellular, Inc. 5990 Greenwood Plaza Boulevard Suite 131 Englewood, Colorado 80111	Limited	\$49.00

EXHIBIT B

ARTICLE IV

The Limited Partners

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

EXHIBIT C

ARTICLE VIII

Transfers, Dissolution, Liquidation, and Termination

8.3 Transfer by Limited Partner:

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

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

EXHIBIT D

ARTICLE VIII

Transfers, Dissolution, Liquidation, and Termination

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

EXHIBIT E

ARTICLE VIII

Transfers, Dissolution, Liquidation, and Termination

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

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

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

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

EXHIBIT F

ARTICLE VIII

Transfers, Dissolution, Liquidation, and Termination

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

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

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

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

(d) The income, gains, losses, costs and deductions arising from the sale of Partnership assets in connection with the liquidation of the Partnership shall be allocated to the Partners in accordance with Article VII of this Agreement, and each Partner's capital account shall be adjusted accordingly;

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

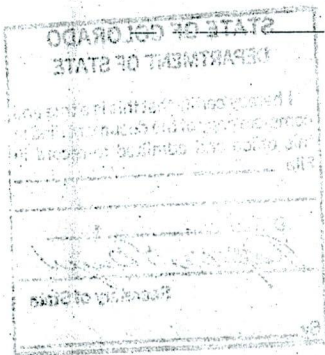
(f) Notwithstanding Section 7.2, the assets of the Partnership remaining after satisfaction of all debts and liabilities of the Partnership as provided in paragraphs (a) and (b) of this Section, shall be distributed to the Partners in proportion to and to the extent of the balances in their respective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

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

(h) The Partnership shall comply with any

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

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



DL-891001164

CERTIFICATE OF AMENDMENT

TO THE

CERTIFICATE OF LIMITED PARTNERSHIP

11-07-89 08:30  
891105134 \$30.00

OF

NORTHWEST DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP

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

1. The name of the limited partnership is Northwest Dakota Cellular of North Dakota Limited Partnership. *NC*
2. The date of filing the original certificate was January 6, 1989.
3. The certificate is amended to reflect the admission of Cellular, Inc. as a General Partner.
4. Partnership Offices: 5990 Greenwood Plaza Boulevard, Suite 300, Englewood, Colorado 80111.

NORTHWEST DAKOTA CELLULAR, INC.

By: *Daniel P. Auyer*  
Its: Treasurer

CELLULAR, INC.

By: *Edward R. Toles*  
Its: President

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STATE OF COLORADO )  
 ) ss.:  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me on November 2, 1989,  
by Daniel P. Dwyer as Treasurer of Northwest Dakota Cellular, Inc.

*Tracy M. Wohlschlegel*  
Notary Public Tracy M. Wohlschlegel  
3240 South Dexter  
Denver, CO 80222

My commission expires: February 6, 1993

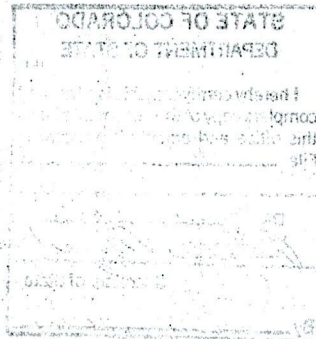
STATE OF COLORADO )  
 ) ss.:  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me on November 2, 1989,  
by Arnold C. Fohs as President of Cellular, Inc.

*Tracy M. Wohlschlegel*  
Notary Public Tracy M. Wohlschlegel  
3240 South Dexter  
Denver, CO 80222

My commission expires: February 6, 1993

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

for office use only

SUBMIT ONE  
Filing fee \$10.00

This document must be typewritten.

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

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Pursuant to the provisions of the Colorado Corporation Code, the Colorado Nonprofit Corporation Act and the Colorado Uniform Limited Partnership Act of 1981, the undersigned corporation or limited partnership organized under the laws of Colorado submits the following statement for the purpose of changing its registered office or its registered agent, or both, in the state of Colorado:

First: The name of the corporation or limited partnership is: Northwest Dakota Cellular of North Dakota Limited Partnership  
Second: the address of its REGISTERED OFFICE is 5990 Greenwood Plaza Boulevard Suite 300 Englewood, Colorado 80111  
Third: The name of its REGISTERED AGENT is Amy M. Shapiro, Esq.  
Fourth: The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

Fifth: The address of its place of business in Colorado is 5990 Greenwood Plaza Blvd., #300 Englewood, Colorado 80111  
Northwest Dakota Cellular of North Dakota Limited Partnership (Note 1)  
By: Northwest Dakota Cellular, Inc., a General Partner  
X By James A. Jensen (Note 2)

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

Its \_\_\_\_\_ president  
Its \_\_\_\_\_ authorized agent  
Its \_\_\_\_\_ registered agent (Note 3)  
Its \_\_\_\_\_ general partner

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
My commission expires \_\_\_\_\_

Notary Public (Note 4)  
Address \_\_\_\_\_

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

COMP. CH'D. RPM

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