

# State of North Dakota



## C E R T I F I C A T E   O F   F A C T O F

NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED  
PARTNERSHIP

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

NORTH CENTRAL RSA 2 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:            March 26, 1991

A handwritten signature in black ink, appearing to read "Jim Kusler".

Jim Kusler  
Secretary of State

To: Secretary of State  
State of North Dakota  
Bismarck, ND 58505  
  
Fee: \$75.00

5,730,900  
1080LP

File No. \_\_\_\_\_  
File on 30 June 1989  
30 June 1994  
[Signature]  
(Secretary of State)  
Receipt No. 6384  
Filed by [Signature]

**APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED PARTNERSHIP**

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

1. The name of the foreign limited partnership is North Central RSA 2 of North Dakota Limited Partnership, and, the name under which it proposes to register and transact business in this state is North Central RSA 2 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, North Dakota 58501
5. The secretary of state is appointed the agent of the foreign limited partnership for service of process if the agent's authority has been revoked or if the agent cannot be found or served with the exercise of reasonable diligence.
6. The address of the principal office of the foreign limited partnership is:  
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 6 1989  
6-85

**RECEIVED**  
JUN 19 1989

SEC. OF STATE  
North Central RSA 2, Inc.  
[Signature]



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

RECEIVED

JUN 20 1994  
SEC. OF STATE

1080 LP

FOR OFFICE USE ONLY

ID #	5,730,900
Expiration of Current Registration	06-30-94
WO #	332066
Filed	6-30-94
Expiration	6-30-98
Approved By	Filed By

SEE REVERSE SIDE FOR FEES, FILING AND MAILING INSTRUCTIONS.

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

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

1. FILING FEE \$40.00  
Five Year Duration

NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED  
PARTNERSHIP  
C T CORPORATION SYSTEM  
314 E THAYER AVE  
BISMARCK ND 58501

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

002282200 NORTH CENTRAL RSA 2, 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.

NORTH CENTRAL RSA 2 INC.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
By: Thomas D. Flaherty / 6-13-94  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Thomas D. Flaherty, Secretary

COMMNET CELLULAR INC.

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

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

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

5,730,900

RECEIVED

JUN 20 1994

SEC. OF STATE

AMENDMENT TO REGISTRATION  
OF FOREIGN LIMITED PARTNERSHIP  
OF  
NORTH CENTRAL RSA 2 OF  
NORTH DAKOTA LIMITED PARTNERSHIP

The undersigned, being one of the general partners of North Central RSA 2 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.

North Central RSA 2, Inc.

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

FILED 6-30 19 94  
Annell Jaeger  
SECRETARY OF STATE



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

# 1080  
FOR OFFICE USE ONLY

ID #	5,730,900
Expiration of Current Registration	6/30/99
WD #	700540
Filed Approved By	5-19-99
Expiration Filed By	6-30-2004 LS

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.

NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP  
C T CORPORATION SYSTEM  
314 E THAYER AVE  
BISMARCK, ND 58501-4018

**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
2,282,200	NORTH CENTRAL RSA 2, 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.

NORTH CENTRAL RSA 2 INC.

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

COMMNET CELLULAR INC.

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

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

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

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

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

ID# 5,730,900  
1080 FLP

896564

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

**NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP**

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

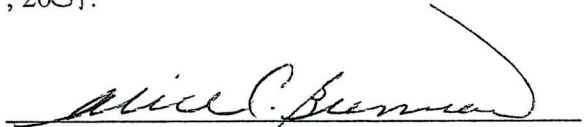
3. The foreign limited partnership's original Application for Registration was filed by the Secretary of State on June 30, 1989.

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 #	5,730,900	FLP
File #	1080	
WO #	896564	
Filed	10/29/01	By JH

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)

NORTH CENTRAL RSA 2 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



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

**INSTRUCTIONS**

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

<b>Business Name</b> North Central RSA 2 of North Dakota Limited Partnership	<b>Phone Number</b> 303-694-3234	<b>For the Year Ended</b> N/A
<b>Address</b> 5990 Greenwood Plaza Blvd. Ste. 300	<b>City</b> Englewood	<b>State</b> CO <b>Zip Code</b> 80111
<b>Business Type</b>		
<input type="checkbox"/> Sole Proprietorship	<input checked="" type="checkbox"/> Partnership	<input type="checkbox"/> Corporation <input type="checkbox"/> Co-operative

**OWNER, PARTNERS, OR CORPORATE OFFICER**

NAME	ADDRESS	CITY	STATE	ZIP CODE
North Central RSA 2 Inc.	5990 Greenwood Plaza Blvd. Ste 300	Englewood	CO	80111
Cellular, Inc.	5990 Greenwood Plaza Blvd. Ste 300	Englewood	CO	80111

**Type of Service Provided**

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

**Total Revenue Receipts (North Dakota Only)**  
-0-

**Call Completion Rate During the Average Busy Hour of the Busy Season of the Year**  
-0-

Describe the service standards, such as completion rates and transmission quality.

Grade of Service P.05

List other jurisdictions in which certification has been granted  
None.

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

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

Attach a detailed description of the marketing program and copies of all sales and promotional material.  
See attached.

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

Business Name as shown on Page 1  
North Central RSA 2 of North Dakota Limited Partnership

**CONDENSED BALANCE SHEET (ENTIRE SYSTEM)**

ASSET SIDE	BALANCE AT END OF YEAR	LIABILITY AND EQUITY SIDE	BALANCE AT END OF YEAR
14 Investment in Plant	\$ 231,722	21. Current Liabilities	\$ -
15. Related Depreciation Reserve	-0-	22. Long-Term Debt	394,160
16. Net Plant in Service	231,722	23. Operation Reserves and Credits	-
17. Other Investments	-	24. Capital Stock	225,167
18. Materials and Supplies	-	25. Premium on Capital Stock	-
19. Other Current and Deferred Assets	344,154	26. Retained Earnings	(43,451)
20. Total Assets	\$ 575,876	27. Total Liabilities and Equity	\$ 575,876

**OPERATING STATEMENT (North Dakota Only)**

TYPE OF SERVICE	TOTAL REVENUE EARNED DURING YEAR
1. Intrastate Toll Resale	\$ 0
2. Private Line Resale	0
3. Resale of Local Exchange Service:	
3a. Shared Tenant Services	0
3b. Cellular Service	0
3c. Cellular Service Resale	0
3d. Other	0
4. Totals	\$ 0
5. Operating Expenses	0
6. Depreciation Expense	0
7. Taxes (Exclude income taxes & excise taxes billed to customers)	0
8. Other Expenses	66,573
9. Total Expenses	\$ 66,573
10. Net Operating Income Before Income Taxes	\$ (66,573)
11. Income Taxes	0
12. Net Income	\$ (66,573)

**STOCKHOLDERS OR OWNERS** (List the 10 major stockholders or owners, OR all stockholders or owners who own 5% or more of the stock, whichever is less)

NAME	ADDRESS	CITY	STATE	ZIP CODE	SHARES OWNED
North Central RSA 2 Inc.	5990 Greenwood Plaza Blvd. Ste 300	Englewood	CO	80111	
Cellular, Inc.	5990 Greenwood Plaza Blvd. Ste. 300	Englewood	CO	80111	

Total Shares Authorized	Total Shares Issued	No. of Subscribers Year End	No. of Subscribers Next Year End (Projected)
N/A	N/A	-0-	80

Describe type and dollar amounts of required prepayments by customers and number of customers required to make such prepayments.  
 Each customer is required to pay a \$100.00 advance payment at the time he signs up for service.  
 This amount is applied to the customer's first bills; with the remainder refunded if he disconnects.  
 Monthly access and calling features are billed one month in advance.

Provide a list of all sales representatives whether employees or private contractors.

**CERTIFICATION**

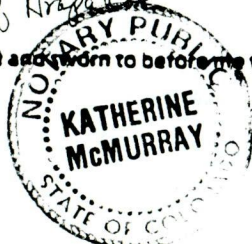
I certify that North Central RSA 2, Inc. (company name) will provide its service and conduct its business in accordance with North Dakota Public Service Commission rules and laws of the state of North Dakota. I further attest that the required registration information attached is true and correct to the best of my knowledge and belief.

March 15, 1991  
Date

Thomas D Flaherty  
Signature

Secretary  
Title

State of Colorado  
 County of Arapahoe  
 Subscribed and sworn to before me this 15<sup>th</sup> day of March, 1991



Katherine McMurray  
Notary Public

My Commission Expires July 23, 1994

THE PARTNERS OF  
NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP

**NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP**

**NORTH CENTRAL RSA 2 INC.**

**GP 51%**

**United Telephone Mutual Aid Corporation**

**Polar Communications Mutual Aid Corporation**

**Souris River Telephone Mutual Aid Cooperative**

**York Telephone Company**

**CELLULAR, INC.**

**GP 48%**

**CELLULAR, INC.**

**LP 1%**

PARTNERSHIP AGREEMENT OF  
NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP  
AND AMENDMENTS THERETO

RECEIVED  
DEC 6 10 31 AM '85  
DEPARTMENT OF STATE  
STATE OF COLORADO

FILED  
DEC 7 1985  
STATE OF COLORADO  
DEPARTMENT OF STATE

**CERTIFICATE OF AMENDMENT  
TO THE  
CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP**

The undersigned, being the General Partners of North Central RSA 2 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 North Central RSA 2 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.

NORTH CENTRAL RSA 2, INC.

By: *Janet P. Sawyer*  
Its: Treasurer

CELLULAR, INC.

By: *David L. Kohn*  
Its: CEO

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

The foregoing instrument was acknowledged before me on  
December 5, 1989, by Daniel P. Dwyer as  
Treasurer of North Central RSA 2, 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  
December 5, 1989, by Arnold Pohs 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

**AMENDMENT OF  
AGREEMENT OF LIMITED PARTNERSHIP  
OF  
NORTH CENTRAL RSA 2 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 North Central RSA 2 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.

North Central RSA2, Inc.,  
General Partner

Cellular, Inc., Limited Partner

By:   
Dennis Hansel, President

By:   
Arnold Pohs, Chief Operating  
Officer

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

Fee: \$75.00

File No. 1080LP  
File on 30 June 89  
30 June, 19 89  
[Signature]  
(Secretary of State)  
Receipt No. 6384  
Filed by [Signature]

**APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED PARTNERSHIP**

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

- The name of the foreign limited partnership is North Central RSA 2 of North Dakota Limited Partnership, and, the name under which it proposes to register and transact business in this state is North Central RSA 2 of North Dakota Limited Partnership.
- The state of its formation is Colorado, and the date of its formation is: 10/14/88.
- The general character of the business it proposes to transact in this state is: Cellular Telephone Service.
- The name and address of the agent for service of process on the foreign limited partnership is: (a North Dakota resident, a North Dakota corporation, or a foreign corporation authorized to do business in, and having a place of business in North Dakota.) CT Corporation System  
314 E. Thayer Avenue Bismarck, North Dakota 58501
- The secretary of state is appointed the agent of the foreign limited partnership for service of process if the agent's authority has been revoked or if the agent cannot be found or served with the exercise of reasonable diligence.
- The address of the principal office of the foreign limited partnership is: 5990 Greenwood Plaza Boulevard, Suite 300 Englewood, Colorado 80111.
- This application is accompanied by a certificate of identification, existence and status of the foreign limited partnership, duly certified by the proper officer of the state or country under the laws of which it is organized.

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

Dated: 5/11, 1989

**RECEIVED**  
JUN 19 1989

**SEC. OF STATE**

North Central RSA 2, Inc.  
[Signature]

**RECEIVED**  
MAY 6 1989  
6-85



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

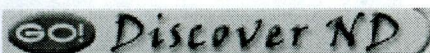
I hereby certify that this is a true and correct copy, consisting of 1 pages, as taken from the original on file in this office. Originality of this certification can be determined by the color red.

DATED: 3-21-91

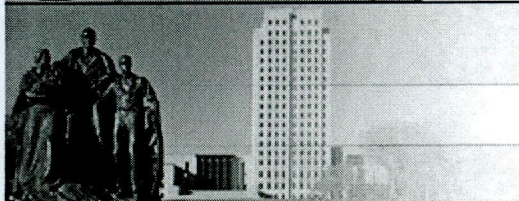
BY: Darcy Schlosser **SECRETARY OF STATE**

*Jim Kusler*

Jim Kusler



Your Gateway to North Dakota



# SECRETARY OF STATE NORTH DAKOTA

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## NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP

### Partnership Details

**System ID:** 5730900      **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 PLAZA BLDG #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

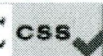
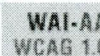
### General/Managing Partners

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

**NORTH CENTRAL RSA 2, INC.**  
180 WASHINGTON VALLEY RD  
BEDMINSTER, NJ 07921-2120

[New Search](#)

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5730900  
NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP  
5990 GREENWOOD PLAZA BLDG #300  
ENGLEWOOD CO 80111-4704

Code PSC  
Type TELECOMMUNICATIONS COMPANIES  
Type of change PARTNERSHIP AGENT

*same*  
Old Name  
C T CORPORATION SYSTEM  
314 E THAYER AVE  
BISMARCK ND 58501-4018

*5th time*  
New Name  
C T CORPORATION SYSTEM  
314 E THAYER AVE  
BISMARCK ND 58501-4018

81705  
5/19/99  
5730900

5730900

NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP  
5990 GREENWOOD PLAZA BLDG #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  
BISMARCK ND 58501-4018

New Name

C T CORPORATION SYSTEM  
314 E THAYER AVE  
BISMARCK ND 58501-4018

81705

5/19/99

5730900



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

Bismarck State Bank  
1101 E Interstate Ave  
Bismarck ND 58501

**RE: North Central RSA 2 of North Dakota Limited Partnership Escrow Account**

On April 23, 1991, an escrow account was established for North Central RSA 2 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 North Central RSA 2 of North Dakota Limited Partnership.

The commission acknowledges that under the waiver provision, North Central RSA 2 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 22<sup>nd</sup> day of April, 1991, by and among the Bismarck State Bank of Bismarck, North Dakota (Escrow Agent), the North Dakota Public Service Commission, State Capitol, Bismarck, North Dakota, 58505 (Commission), and North Central RSA 2 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 Blvd., 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 \$11,000.00.

WHEREAS, the Company has deposited \$11,000.00 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 Eleven Thousand Dollars (\$11,000.00) and agrees to deposit said funds in an account in the Escrow Agent. The funds deposited with 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 Funds, as described in paragraph 3 above, terminated upon the replacement of the escrow deposit with a performance bond, or upon discharge of the obligation 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 advice 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  
Bismarck, North Dakota 58505

Bismarck State Bank  
1101 East Interstate Avenue  
Bismarck, North Dakota 58501

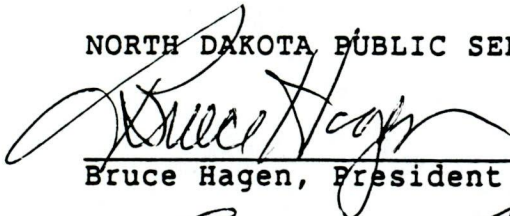
North Central RSA 2 of North Dakota  
& Cellular, Inc.  
5990 Greenwood Plaza Blvd., Suite 300  
Englewood, Colorado 80111

9. This agreement shall terminate upon the 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. 56, constitutes the entire agreement between the parties.
12. This agreement shall be governed by, construed and interpreted in accordance with the laws of the State of North Dakota.

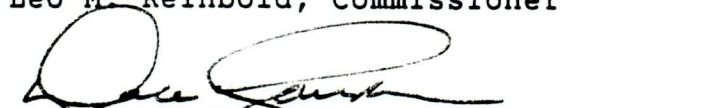
IN WITNESS WHEREOF, the undersigned have executed this agreement effective the day and year first above written.

Dated: May 3, 1991

NORTH DAKOTA PUBLIC SERVICE COMMISSION

  
\_\_\_\_\_  
Bruce Hagen, President

  
\_\_\_\_\_  
Leo M. Reinbold, Commissioner

  
\_\_\_\_\_  
Dale V. Sandstrom, Commissioner

Dated: April 23, 1991

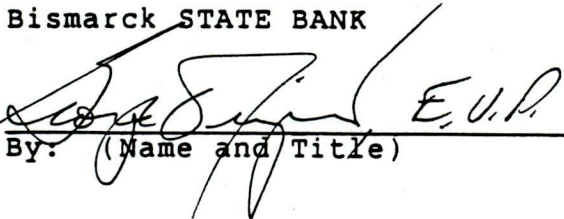
NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED  
PARTNERSHIP

By: NORTH CENTRAL RSA 2, INC., GENERAL PARTNER

  
\_\_\_\_\_  
By: Thomas D. Flahefty, Secretary

Dated: 4-27-91

Bismarck STATE BANK

  
\_\_\_\_\_  
By: (Name and Title)

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

<u>TYPE OF CHANGE</u>	<u>DATE</u>	<u>TIME</u>	<u>OLD</u>	<u>NOT GOOD STANDINGS</u>
STATUS	940616	91529		
			NEW	ACTIVE

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

<u>TYPE OF CHANGE</u>	<u>DATE</u>	<u>TIME</u>	<u>OLD</u>	<u>NOT GOOD STANDINGS</u>
ADDED PARTNER	940630	112007		
			NEW	

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

<u>TYPE OF CHANGE</u>	<u>DATE</u>	<u>TIME</u>	<u>OLD</u>	<u>NOT GOOD STANDINGS</u>
ADDED PARTNER	940630	103124		
			NEW	

CURRENT NOS COMMUNICATIONS, INC.  
BETHESDA MD 20817

<u>TYPE OF CHANGE</u>	<u>DATE</u>	<u>TIME</u>	<u>OLD</u>	<u>NOT GOOD STANDINGS</u>
STATUS	940617	103642		
			NEW	ACTIVE

# COMMNET CELLULAR Inc.™

Via Regular Mail

May 12, 1994



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

*Ref: Company Name Change*

Dear Mr. Fahn:

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

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

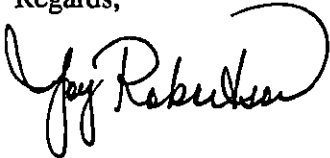
NORTH DAKOTA	BISMARCK MSA LIMITED PARTNERSHIP	RSA NO. 298(B)
NORTH DAKOTA-1	NORTHWEST DAKOTA CELLULAR OF N. D. LIMITED PARTNERSHIP	RSA NO. 580(B)
NORTH DAKOTA-2	NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP	RSA NO. 581(B)
NORTH DAKOTA-4	BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP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

Mr. Patrick Fahn  
Page 2

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

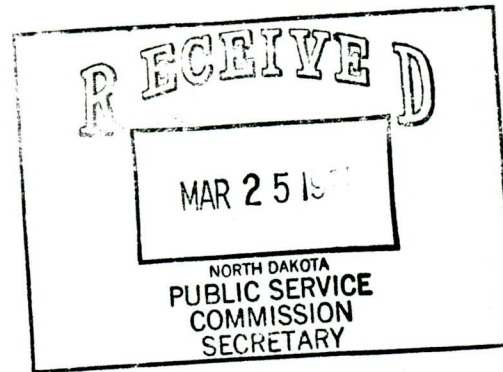
Ms. Joy Robertson  
CommNet Cellular Inc.  
5990 Greenwood Plaza Blvd., Suite 300  
Englewood, Colorado 80111  
(303) 694-3234

Regards,



Joy Robertson  
Director  
Regulatory Affairs

JR/vc



NORTH DAKOTA PUBLIC SERVICE COMMISSION

TELECOMMUNICATIONS REGISTRATION APPLICATION

The form titled "Annual Report of Telecommunications Reseller" also serves as the form for requesting certification by this Commission to provide intrastate telecommunications in North Dakota.

For all applicants, the Commission also requires the following:

If you are a corporation:

**Certified\*** copies of:

1. Articles of Incorporation\*\*, and
2. Either a) certificate of incorporation (for North Dakota corporations); or  
b) certificate of authorization (for out-of-state corporations).
3. Certificate of Good Standing.

If you are a partnership:

1. Names of all partners
2. A copy of the partnership agreement
3. **Certified\*** copies of:
  - a) certificate of limited partnership (if applicable)
  - b) certificate of foreign limited partnership if applicable)\*\*
  - c) certificate of fictitious name (if applicable)
  - d) corporate papers (or other relevant papers) for general partner (if applicable)

\* These documents must be **CURRENTLY** certified by the North Dakota Secretary of State.

\*\* These documents for out-of-state corporations must be **CURRENTLY** certified by the Secretary of State of the home state.



## **AMENDMENT TO AGREEMENT OF LIMITED PARTNERSHIP**

THIS AMENDMENT is made as of the 15<sup>th</sup> day of JUNE, 1989, by and between North Central RSA 2, 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 North Central RSA 2 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:**

North Central RSA 2, Inc.

By: Dennis Hansel  
Its: \_\_\_\_\_

**LIMITED PARTNER:**

Cellular, Inc.

By: Michael A. Herbert  
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 North Central RSA 2, 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 North Central RSA 2 Cellular of North Dakota Limited Partnership (formerly North Central RSA 2 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:**

North Central RSA 2, Inc.

By: Dennis Hansel  
Its: \_\_\_\_\_

**LIMITED PARTNER:**

Cellular, Inc.

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

# AGREEMENT OF LIMITED PARTNERSHIP

OF

NORTH CENTRAL RSA 2 CO.

This Agreement of Limited Partnership dated October 14, 1988, is by and between North Central RSA 2, 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 North Central RSA 2 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 North Central RSA 2, 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 581, named North Dakota 2 - Bottineau in the State of North Dakota consisting of Bottineau, Rolette, McHenry, Pierce, Benson, Towner, Cavalier, and Ramsey 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:**

North Central RSA 2, Inc.

By: Dennis Hansel,  
Dennis Hansel, President

**LIMITED PARTNER:**

CELLULAR, INC.

Arnold Pohs  
Arnold Pohs  
Chief Operating Officer

CERTIFIED COPY OF CERTIFICATE OF LIMITED PARTNERSHIP

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Certificate of Limited Partnership

Of

North Central RSA 2 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: North Central RSA 2 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 581, named 2 - Bottineau, 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

BJH

JA COMPUTER UPDATE COMPLETE

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 F 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:

North Central RSA 2, Inc.

By: Dennis Hansel  
Name: Dennis Hansel  
President

ATTEST:

Daniel P. Dwyer  
Daniel P. Dwyer, Secretary

LIMITED PARTNER:

CELLULAR, INC:

By: Arnold Pohn  
Arnold Pohn, Chief Operating Officer

EXHIBIT A

Initial Capital Contribution Schedule

NAME/ ADDRESS	PARTNERSHIP DESIGNATION	AMOUNT OF INITIAL CONTRIBUTION
North Central RSA 2, 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 I

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 I

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 I

ARTICLE VIII

Transfers, Dissolution, Liquidation, and Termination

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

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

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

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

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

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

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

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

(h) The Partnership shall comply with any

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

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



**STATE OF COLORADO**  
**DEPARTMENT OF STATE**

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

\_\_\_\_\_ *891001143*

DATED *Mar 14* 19 *91*

*Rosalie Reyes*  
Secretary of State

By *A. Medina*

CERTIFIED COPY OF  
CERTIFICATE OF FOREIGN LIMITED PARTNERSHIP

CERTIFIED COPY OF  
ARTICLES OF INCORPORATION OF CELLULAR, INC.

(Are on file with the Commission)

CERTIFIED COPY OF  
ARTICLES OF INCORPORATION OF NORTH CENTRAL RSA 2 INC.

25,973

ARTICLES OF INCORPORATION

OF

North Central RSA 2 Inc.

The undersigned, a natural person of the age of more than 18 years, acting as the incorporator of a corporation under the North Dakota Business Corporation Act, adopts the following Articles of Incorporation.

ARTICLE I

Name

The name and style of the corporation shall be:

North Central RSA 2 Inc.

ARTICLES II

Duration

The corporation shall have perpetual existence.

ARTICLE III

Purposes

The purposes for which this corporation is organized are:

1. To engage, directly or indirectly, in the cellular telephone business and the provision of cellular telephone service.
2. In general, to carry on any and all other lawful business, whatsoever, which may appear to the corporation capable of being carried on in connection with the foregoing or calculated, directly or indirectly, to promote the interest of the corporation, or to enhance the value of its properties; and to have, enjoy and exercise all of the rights, powers and privileges now or hereafter conferred upon corporations organized under the laws of the State of North Dakota.

DEW  
SEC. OF STATE

The enumeration herein of purposes of this corporation shall not be deemed to exclude, by inference or otherwise, any powers, objects or purposes, for which corporations may be organized, whether expressed or by force of the laws of the State of North Dakota, now or hereafter in effect, or implied by the reasonable construction of such laws.

#### ARTICLE IV

##### Capital Stock

1. Authorized Shares. The total number of shares which the corporation is authorized to issue is 1,490,000 shares of common stock, par value \$.001 per share, of which 1,000,000 shares shall constitute Class A Common Stock and 490,000 shares shall constitute Class B Common Stock.

2. Voting Rights. Except as otherwise provided in subsections 3, 9 and 10 of this Article IV and in the North Dakota Business Corporation Act with respect to class voting on amendments to these Articles of Incorporation in the event such amendment may affect the rights of the holders of the Class B Common Stock, the entire voting power of the Common Stock shall be vested exclusively in the Class A Common Stock. Each share of Class A Common Stock shall have one vote upon each matter submitted to a vote of the shareholders.

3. Election of Directors. The holders of the outstanding shares of Class B Common Stock shall be entitled to elect one member of the Board of Directors and the holders of the outstanding shares of Class A Common Stock shall be entitled to elect the remaining members of the Board of Directors. Each shareholder entitled to vote for directors has the right to cumulate those votes in all elections of directors by giving written notice of intent to cumulate those votes to any officer of the corporation before the meeting, or to the presiding officer at the meeting at which the election is to occur at any time before the election of directors at the meeting, in which case:

- a. The presiding officer at the meeting shall announce, before the election of directors, that shareholders may cumulate their votes; and
- b. Each shareholder shall cumulate those votes either by casting for one candidate the number of votes equal to the number of directors to be elected multiplied by the number of votes represented by the shares entitled to vote, or by distributing all of those votes on the same principle among any number of candidates.

4. Preemptive Rights. Each holder of any shares of Class B Common Stock of the corporation shall have the preemptive right to purchase or subscribe for shares of stock of the corporation, whether now or hereafter authorized, or any security exchangeable for or convertible into such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase or otherwise acquire such shares in the proportionate amount that the shareholder's stock bears to the then outstanding total number of shares of all classes. No holder of any shares of the Class A Common Stock of the corporation shall have any preemptive or preferential right to acquire any shares of securities of the corporation, including shares or securities held in the treasury of the corporation.

5. Consideration for Shares. The consideration for the issuance of shares may be paid, in whole or in part, in money, in other property, tangible or intangible, or in labor or services actually performed for the corporation. When payment of the consideration for which shares are to be issued has been received by the corporation, the shares must be considered fully paid and nonassessable. Neither promissory notes nor future services constitute payment or part payment for shares of a corporation.

6. Transfer Restrictions. The corporation shall have the right to impose restrictions on the transfer of any of its authorized shares or any interest therein. The Board of directors is hereby authorized on behalf of the corporation to exercise the corporation's right to so impose such restrictions, whether by provision in the Bylaws or otherwise.

7. Conversion Privileges. The authorized, issued and outstanding shares of Class B common Stock shall automatically be converted into shares of Class A Common Stock, on a share-for-share basis, upon the earlier to occur of the following events:

- a. The expiration or termination of the separate frequency block allocation for wireline cellular radio telephone carriers, as set forth in 47 C.F.R. subpart 22.902 and the decisions and orders of the Federal Communications Commission thereunder; or
- b. The acquisition by the corporation of a minority interest in an entity formed to effect a settlement between or among mutually exclusive wireline cellular radio telephone applications for the Rural Services Area(s) for which the corporation has applied or will apply for the wireline cellular radio telephone license under

the rules, regulations, orders and decisions of the Federal Communications Commission.

Within thirty (30) days after such conversion, the corporation shall notify the shareholders of the corporation in writing of such conversion and shall place a copy of said notification in the books and records of the corporation. In addition, the first corporate report required to be filed by the corporation with the Secretary of State of the State of North Dakota after such conversion shall indicate that such conversion has occurred.

8. Quorum. The holders of a majority of the voting power of the shares entitled to vote at a meeting are a quorum for the transaction of business. If a quorum is present when a duly called or held meeting is convened, the shareholders present may continue to transact business until adjournment, even though the withdrawal of a number of shareholders originally present leaves less than the proportion or number otherwise required for a quorum.

9. Voting Requirements. The shareholders shall take action by the affirmative vote of the holders of a majority of the voting power of the shares present and entitled to vote, except where the law or these Articles of Incorporation require a larger proportion or number. If the Articles of Incorporation require a larger proportion or number than is required by law for a particular action, these Articles of Incorporation control. In any case where a class or series of shares is entitled by law, these Articles of Incorporation, the Bylaws, or the terms of the shares to vote as a class or series, the matter being voted upon must also receive the affirmative vote of the holders of the same proportion of the shares of that class or series as is required above.

10. Shareholder Approval.

- a. The affirmative vote of a majority of the outstanding shares of each Class of Common Stock shall be required to approve the following matters:
  - i. The removal and/or election of any director of the corporation;
  - ii. The sale, merger, consolidation or liquidation of the corporation.
- b. Unanimous shareholder approval shall be required to amend any provision of this Article IV of these Articles of Incorporation.

## ARTICLE V

### Management

The business and affairs of the corporation must be managed by or under the direction of the Board of Directors. The Directors shall not receive any compensation for their service as directors.

1. Size of the Board. The initial Board of Directors shall consist of three (3) members. The number of directors may, from time to time, be increased or decreased in such manner as prescribed by the Bylaws, but in no event shall the number of directors be less than the number of shareholders in the event that the outstanding shares are held of record by fewer than three shareholders. Directors need not be shareholders.

2. Quorum. A majority of the directors currently holding office is a quorum for the transaction of business. In the absence of a quorum, a majority of the directors present may adjourn a meeting from time to time until a quorum is present. If a quorum is present when a duly called or held meeting is convened, the directors present may continue to transact business until adjournment, even though the withdrawal of a number of directors originally present leaves less than the proportion or number otherwise required for a quorum.

3. Direction Approval. The affirmative vote of a majority of the directors shall be required to approve the following matters:

- a. The removal and/or election of any officer of the corporation.
- b. The sale of any of the corporation's stock.

4. Action Without a Meeting. An action required or permitted to be taken at a Board of Directors meeting may be taken by written action signed by all of the directors. Any action, other than an action requiring shareholder approval, may be taken by written action signed by the number of directors that would be required to take the same action at a meeting of the Board at which all directors were present. The written action is effective when signed by the required number of directors, unless a different effective time is provided in the written action.

5. Powers of the Board. In furtherance and not in limitation of the powers conferred by the laws of the State of North Dakota, the Board of Directors is expressly authorized and empowered:

- a. To make, alter, amend, and repeal the Bylaws subject to the power of the shareholders to alter or repeal the Bylaws made by the Board of Directors;
- b. To authorize and issue, without shareholder consent, obligations of the corporation, secured and unsecured, under such terms and conditions as the Board, in its sole discretion, may determine, and to pledge or mortgage, as security therefor, any real or personal property of the corporation, including after acquired property;
- c. To designate, by resolution or resolutions passed by a majority of the whole Board, one or more committees, from among its members, which, to the extent permitted by law and authorized by the resolution or the Bylaws, shall have and may exercise the powers of the Board.
- d. In addition to the powers and authority hereinbefore, or by statute, expressly conferred upon it, the Board of Directors may exercise all such powers and do all such acts and things as may be exercised or done by the corporation, subject, nevertheless, to the provisions of the laws of the State of North Dakota, of these Articles of Incorporation and of the Bylaws of the corporation.

6. Interested Directors. A contract or transaction between a corporation and one or more of its directors, or between a corporation and an organization in or of which one or more of its directors are directors, officers, or legal representatives or have a material financial interest, is not void or voidable because the director or directors or the other organizations are parties or because the director or directors are present at the meeting of the shareholders or the Board or a committee at which the contract or transaction is authorized, approved or ratified; if:

- a. The contract or transaction was, and the person asserting the validity of the contract or transaction was, fair and reasonable as to the corporation at the time it was authorized, approved or ratified;
- b. The material facts as to the contract or transaction and as to the director's or directors' interest are fully disclosed or

known to the shareholders and the contract or transaction is approved in good faith by the holders of a majority of the outstanding shares, but shares owned by the interested director or directors shall not be counted in determining the presence of a quorum and shall not be voted; or

- c. The material facts as to the contract or transaction and as to the director's or the directors' interest are fully disclosed or known to the Board of Directors or a committee, and the Board or committee authorizes, approves, or ratifies the contract or transaction in good faith by a majority of the Board or committee, but the interested director or directors shall not be counted in determining the presence of a quorum and shall not vote; or
- d. The contract or transaction is a distribution described in subsection 1 of Section 10-19.1-92 or a merger or exchange described in subsection 1 or 2 of Section 10-19.1-96 of the North Dakota Business Corporation Act.

#### ARTICLE VI

##### Registered Office and Registered Agent

The registered office of the corporation in the State of North Dakota is at 411 7th Ave.; Langdon, ND 58249.  
The registered agent at that address is Dennis Hansel.

#### ARTICLE VII

##### Directors

The names and addresses of the persons who are to serve as the members of the Board of Directors of the corporation until the first annual meeting of the shareholders, or until their successors are elected and shall qualify are:

<u>Name</u>	<u>Address</u>
<u>Thomas D. Flaherty</u>	<u>5990 Greenwood Plaza Blvd., Ste. 131 Englewood, CO 80111</u>

Dennis Hansel

411 7th Ave.  
Langdon, ND 58249

Kenneth Carlson

411 7th Ave.  
Langdon, ND 58249

**ARTICLE VEE**

**Incorporator**

The name and address of the incorporator are:

Name

Address

Thomas D. Flaherty

5990 Greenwood Plaza Blvd., Ste. 131  
Englewood, CO 80111

DATED this 1st day of July, 1988.

Thomas D. Flaherty

Incorporator

STATE OF North Dakota )  
COUNTY OF Ward ) ss.

I, Elizabeth Perkins, Notary Public, hereby certify that on the 14th day of July, 1987, personally appeared before me Thomas A. Roberts who being by me first duly sworn declared that he is the person who signed the foregoing instrument as the incorporator; and that the statements contained therein are true.

WITNESS MY HAND AND OFFICIAL SEAL.

Elizabeth Perkins  
Notary Public

My Commission Expires:  
My Commission expires December 16, 1991

(SEAL)

STATE OF NORTH DAKOTA )  
Secretary of State )  
Certificate No. 72112  
Filed for record the 7th  
day of July 1988  
B. M. Min  
DEPUTY  
Ritt # 58621

STATEMENT OF CONSENT TO SERVE AS REGISTERED AGENT

To the Secretary of State  
State of North Dakota

File No. 25,973

To be filed by Domestic and Foreign Corporations.  
File duplicate originals - (Two copies, both bearing original signatures.)  
Filing fee - \$10.00

Complete this section if the registered agent is an individual.

I, Dennis Hansel, hereby accept the appointment to serve  
(Print legibly or type)  
in the capacity of registered agent for the corporation known as North Central RSA 2, Inc.  
(Exact corporate name)

June 16, 19 88  
(Month, Day, & Year)

Dennis Hansel  
(Signature of registered agent)

Complete this section if the registered agent is a corporation.

I, \_\_\_\_\_, being the \_\_\_\_\_ of \_\_\_\_\_  
(Print legibly or type) (Title)  
(Exact corporate name), hereby accept on behalf of  
(Exact corporate name) \_\_\_\_\_, the appointment to serve in the  
capacity of registered agent for the corporation known as \_\_\_\_\_  
(Exact corporate name)

\_\_\_\_\_, 19 \_\_\_\_\_  
(Month, Day, & Year)

\_\_\_\_\_  
(Exact corporate name of corporation acting as agent)

By \_\_\_\_\_  
(Title)

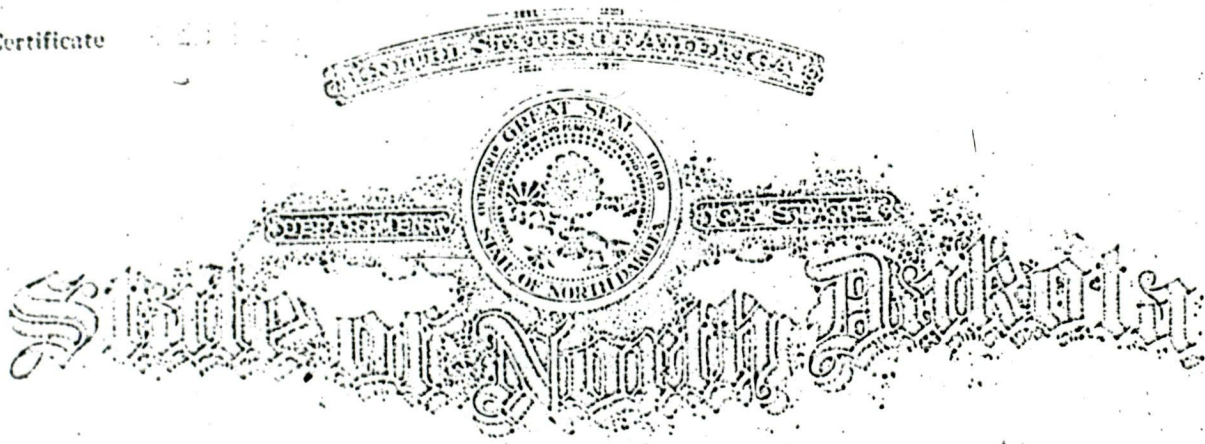
Filing Date: 7-7, 19 88

Filed By: [Signature]

B. Ben Meier  
Secretary of State

Receipt No. \_\_\_\_\_  
SFN 7974

Certificate



CERTIFICATE OF INCORPORATION  
OF

..... NORTH CENTRAL RSA 2, INC. ....

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that duplicate originals of Articles of Incorporation for the incorporation of

..... NORTH CENTRAL RSA 2, INC. ....

duly signed and verified pursuant to the provisions of the North Dakota Business (10-12.1 N.D.C.C.) Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation to

..... NORTH CENTRAL RSA 2, INC. ....

and attaches hereto a duplicate original of the Articles of Incorporation.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State at the Capitol in the City of Bismarck, this ..... 7th ..... day of ..... July ..... A. D., 19 .. 88

BEN MEIER

Secretary of State.

By .....

ROBERT R. SCHAIBLE

Deputy.

Domestic and Foreign Business Corporations - Fee \$10.00  
Domestic and Foreign Nonprofit Corporations - Fee \$5.00

(Submit Duplicate Originals)

25,973-2

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

Jan 27 1989

To the Secretary of State  
State of North Dakota

Pursuant to the provisions of Sections 10-19.1-16 or 10-22-09 of the North Dakota Business Corporation Act, or 10-24-09 or 10-27-09 of the North Dakota Nonprofit Corporation Act, the undersigned corporation, organized under the laws of the State of North Dakota or authorized to do business in the State of North Dakota, submits the following statement for the purpose of changing its registered office or its registered agent, or both, in the State of North Dakota:

1. The name of the corporation is NORTH CENTRAL RSA2, INC.
2. The present address of record of the registered office is: 411 7th Avenue  
Langdon, North Dakota 58249
3. The address of the new registered office is: c/o C T Corporation System  
(Complete street address required. A post office box number may be added.)  
314 East Thayer Avenue, Bismarck, North Dakota 58501
4. The present name of record as registered agent: Dennis Hansel
5. The name of successor registered agent is C T Corporation System
6. The address of its registered office and the address of the business office of its registered agent as changed will be identical.
7. Such change was authorized by resolution duly adopted by its board of directors.

The undersigned has read the foregoing and knows the contents thereof and verily believes the statements made therein to be true.

Dated: 11-1, 19 89

Dennis Hansel  
(Signature of President or Vice President)  
Dennis Hansel

Filing Date 1-3, 19 90  
By [Signature]  
Secretary of State

06-03

RECEIVED  
JAN 27 1989

STATEMENT OF CONSENT TO SERVE AS REGISTERED AGENT

File No. 25,973-D

The Secretary of State  
State of North Dakota

To be filed by Domestic and Foreign Business Corporations.  
File duplicate originals - (Two copies, both bearing original signatures.)  
Filing fee - \$10.00

JAN 20 1989

Complete this section if the registered agent is an individual.

I, \_\_\_\_\_, hereby accept the appointment to serve  
(Print legibly or type)  
in the capacity of registered agent for the corporation known as \_\_\_\_\_  
(Exact corporate name)  
\_\_\_\_\_, 19\_\_\_\_  
(Month, Day, & Year) \_\_\_\_\_  
(Signature of registered agent)

Complete this section if the registered agent is a corporation.

I, W.C. Bradford, Jr., being the Asst. Vice President of  
(Print legibly or type) (Title)  
C T CORPORATION SYSTEM, hereby accept on behalf of  
(Exact corporate name)  
C T CORPORATION SYSTEM, the appointment to serve in the  
(Exact corporate name)  
capacity of registered agent for the corporation known as \_\_\_\_\_  
North Central RSA2, Inc.  
(Exact corporate name)

December 21, 1989  
(Month, Day, & Year)

C T CORPORATION SYSTEM  
(Exact corporate name of corporation acting as agent)

By [Signature]  
(Signature of corporate officer)  
W.C. Bradford, Jr., Asst. Vice President  
(Title)

This filing is pursuant to Sec. 10-19.1-15, Sec. 10-22-06, and Sec. 10-22-00, N.D.C.C.

Filing Date: 1-3, 1990  
[Signature]  
by \_\_\_\_\_

Receipt No. \_\_\_\_\_  
SFN 7976 (N. D. - 162 - 7/15/85)



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

I hereby certify that this is a true and correct copy, consisting of 13 pages, as taken from the original on file in this office. Originality of this certification can be determined by the color red.

DATED: 3-21-91

A handwritten signature in red ink that reads "Jim Kusler".

Jim Kusler

BY: Darcy Schlosser

SECRETARY OF STATE

SALES AGENTS  
AND  
REPRESENTATIVES

<u>AGENTS</u>	<u>ADDRESS</u>	<u>CITY</u>
Consolidated Telephone Coop.	507 N. Main St.	Dickinson
Dakota Central Rural Telephone Coop.	Box 5	Cathay
Dale's Service Center	721 1st Ave. S.	Jamestown
Kontana Communications	1819 1st Ave. W.	Williston
Minot Telephone Co.	24 2nd Ave. SE	Minot
Radio Shack	Prairie Hills	Dickinson
Radio Shack	Town & Country	Minot
Radio Shack	Dakota Square	Minot
Radio Shack	Buffalo Mall	Jamestown
Radio Shack		Williston
Souris River Telecommunications	3615 N. Broadway	Minot
Souris River Telephone Mutual Aid	P.O. Box 2027	Minot
Stone Communication	1002 2 Ave. SE	Jamestown
Stone Communications	18th St. & Dyke Ave.	Grand Fork
Sukut's Radio Shack	114 Main St.	Williston
West River Mutual Aid Tele. Co.	P.O. Box 467	Hazen

REPRESENTATIVES

Ed Peterson	District Manager
Jeff Hitland	Territory Manager
Doug Smith	Sales Representative - Minot
Michael Byrne	Sales Representative - Williston

MARKET OPERATIONS SUMMARY

## **Market Operations Summary**

### **Overview**

Cellular, Inc. is pleased to submit the following Market Operations business plan for your review and consideration. Under the proposed Management Agreement, our operational objectives will be to develop awareness and acceptance of cellular service, to maximize penetration and market share among subscribers to cellular service, and to assure that reliability and technical excellence are provided at all times.

### **Product Mix**

#### **Mobile Telephone Service**

Cellular, Inc. offers a broad variety of service products to its customers. Traditionally, cellular has been marketed as a state of the art mobile communications system. As a mobile telephone technology, cellular is superior to IMTS and other alternative mobile systems in five basic ways.

- 1) **CAPACITY** - Cellular has over 800 channels, eliminating the capacity problems of earlier systems. In addition, these channels may be "re-used" in multiple cell sites or through the process of cell splitting, which virtually eliminates capacity constraints.
- 2) **ACCESSIBILITY** - Unlike previous mobile systems, cellular systems are designed to provide a "P.02" grade of service, which assures minimum call blocking.
- 3) **CLARITY** - Cellular operates at high frequencies, often through multiple transmitter locations. These factors should provide audio clarity that meets or exceeds landline standards.
- 4) **EXPANDABILITY** - Because of inherently flexible network architecture, cellular systems can grow and change to meet the needs of the developing marketplace.
- 5) **COMPATIBILITY**- The FCC has mandated that cellular systems accommodate all subscriber equipment, eliminating problems such as incompatible frequencies and signaling formats which have plagued previous mobile systems. This has created an environment which permits "customer friendly" roaming in all markets.

### Public Contact

#### **Service Mark**

The non-wireline competitor can be expected to use the trade name "CELLULAR ONE" in all markets. This service mark was developed by the non-wireline operator in the Washington D.C./Baltimore test market, and can be licensed by any non-wireline cellular operator for a token fee. The similarity of the names "CELLULAR ONE" and "Cellular, Inc." creates certain difficulties with respect to brand name identification.

To rectify this situation, we have introduced the trade name CommNet 2000 (a service of Cellular, Inc.).

Cellular, Inc. uses the CommNet 2000 brand name in all markets. The use of a common name over a broad geographical territory tends to create strong brand name awareness and loyalty among the public. In addition, the use of a common name in all locations allows for standardization of advertising programs and print materials, resulting in significant cost efficiencies to the Partnership. A sample of the CommNet 2000 logo appears below.



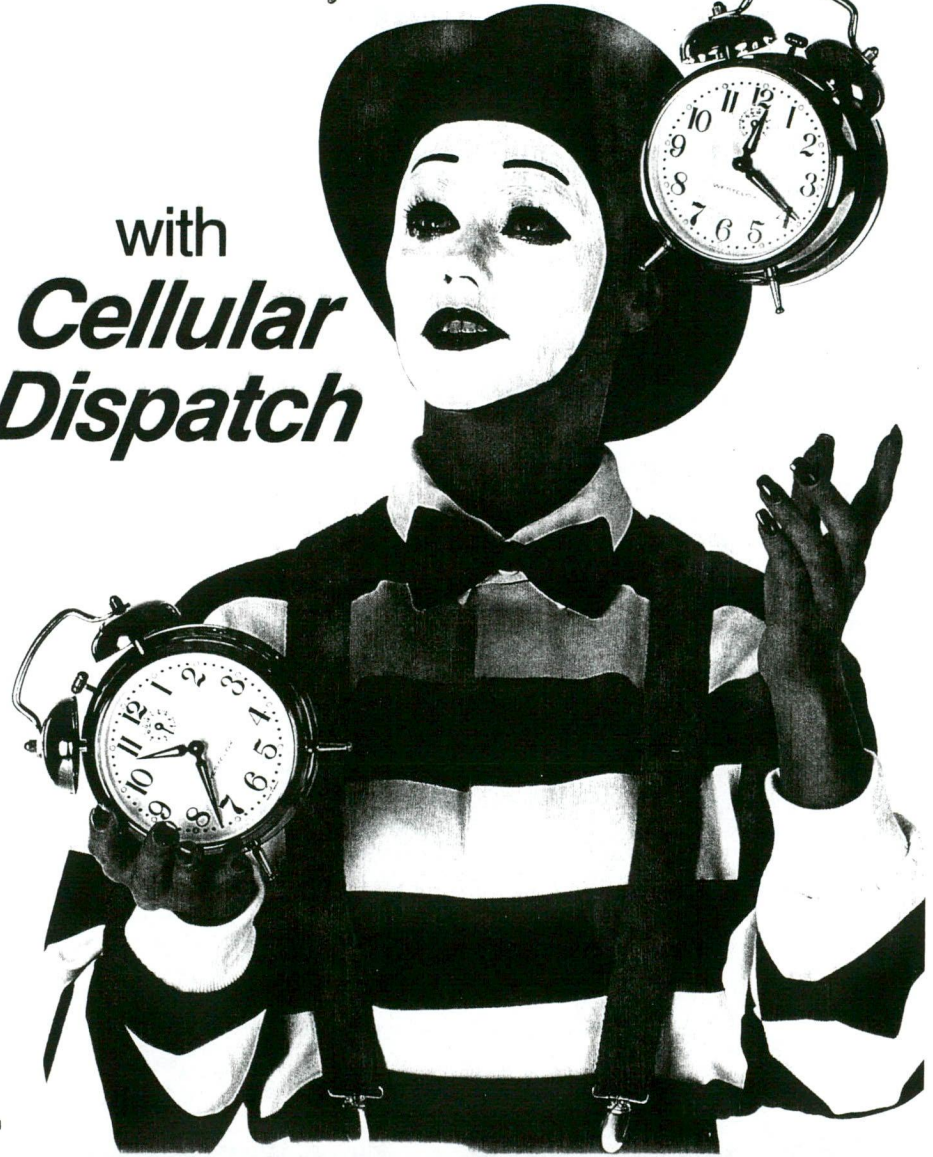
In order to provide a focal point for integration and unification of all aspects of the advertising and public relations area, Cellular, Inc. has developed the concept of using a MIME as a spokesman. The MIME is graphically powerful, extremely flexible across a wide variety of media, and is effective at conveying product applications and evoking emotional responses. The MIME is carried in all advertising, printed material, collateral items and brochures. Use of this concept is, to the best of our knowledge, unique in the cellular industry and is thus very useful in differentiating Cellular, Inc. service from that of competitors. The MIME concept is a registered trademark of Cellular, Inc.

COPIES OF  
PROMOTIONAL MATERIALS

*Manage  
Your  
Time*



with  
*Cellular  
Dispatch*



**COMMNET**  
**2000**

# So you can be productive at all times . . .

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**TIME** – your most valuable resource.

The way you manage your personnel and their time can make or break your business. Through proper management, you can optimize productivity and profitability.

**CellularDispatch** from **COMMNET** is the business tool you have been looking for. For the multiple phone customer, **CellularDispatch** offers a high quality cost-efficient alternative to two-way radio.

- Avoid costly backtracking.
- Add or delete stops immediately.
- Log orders from the field at anytime throughout the day.
- Respond faster to customer needs.
- Confirm and/or reschedule at a moment's notice.
- Control down time.
- Coordinate customer service and support more efficiently.

*plus – you get the competitive edge  
which means*

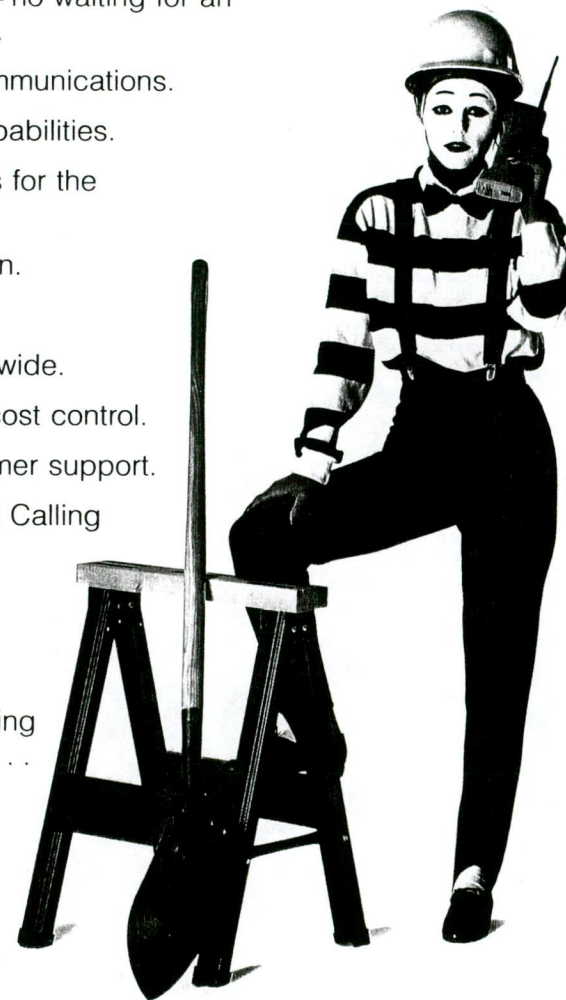
*money  
in the  
bank!*

**CellularDispatch** offers you:

- Crystal clear communications.
- Immediate access – no waiting for an available channel.
- No time limit on communications.
- Standard phone capabilities.
- Special billing plans for the fleet customer.
- Hands free operation.
- Regional network.
- Compatibility nationwide.
- Detailed billing for cost control.
- Local on-line customer support.
- **COMMNET** Enhanced Calling Features, including:

**CallSentry**

3-Way Calling  
Call Waiting  
Call Forwarding  
Itemized Call Listing  
and more . . .



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*. . .so you're always in touch!*

SM

**OUR  
REVOLUTIONARY  
VOICE MAIL SERVICE**



**COMNET  
2000**<sup>SM</sup>

# CallSentry

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Your cellular telephone is the ideal tool to keep you in touch with your business, but calls can be missed when your cellular phone is left unattended. If every call is important, then **CallSentry** voice mail service is for you!

**CallSentry** voice mail service works like your home or office answering machine...except no machine is necessary! This new, revolutionary voice mailbox is part of your cellular phone service!

When you are unable to answer your cellular phone, **CallSentry** will. The caller receives a personalized recorded greeting from you, and may leave a voice message for your later retrieval. **CallSentry** will take your calls when your line is busy, when you have left the calling area, or when your phone goes unanswered for any reason. Your messages are stored until it is convenient for you to retrieve them. And privacy is assured through your unique personal security code.

**CallSentry**, like our other Enhanced Calling Features, is simple to operate, with commands easily entered through any push button phone. And this indispensable service is available for just pennies a day.

## Important Features of **CallSentry**, so you never miss a call!

- Receive unlimited number of 60-second messages.
- No charge to receive messages.
- Messages retained up to 24 hours for convenient retrieval.
- Outdial to pager capability.
- Recover messages from any Touch-Tone phone.
- Customize the greeting your callers receive to suit your unique needs.
- No additional equipment necessary...just your cellular phone.
- Simple to use.
- Cost effective.



SM-Service Mark  
Cellular, Inc. © 1988

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...so you're always in touch! <sup>SM</sup>



## What is cellular telephone service?

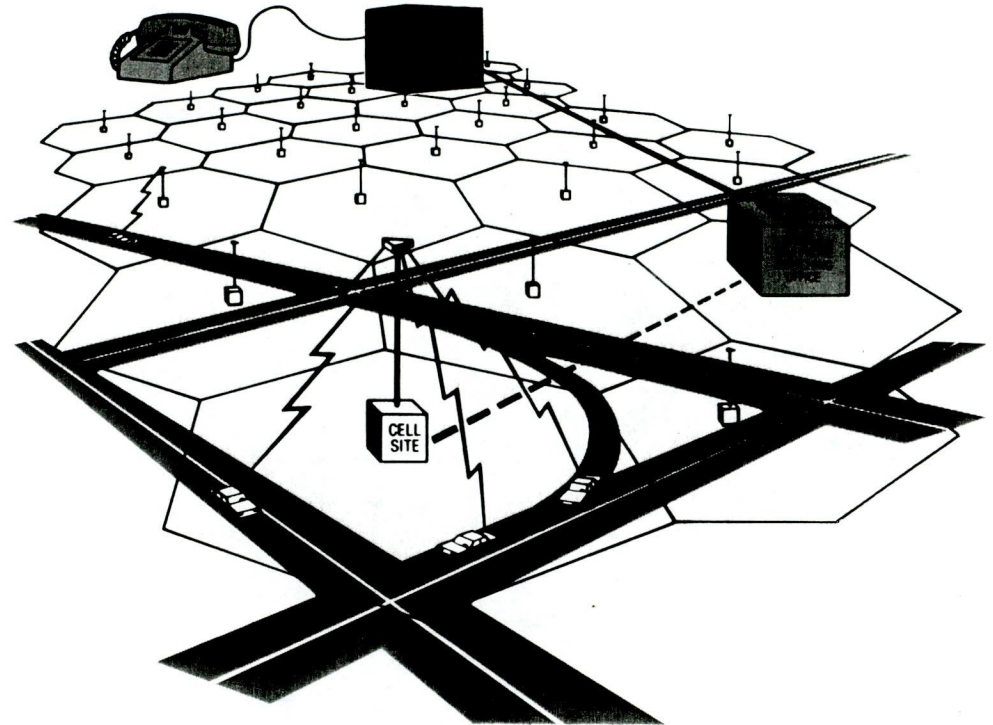
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Cellular is a mobile and portable extension of your conventional telephone system. Unlike the older mobile telephones, cellular technology provides excellent audio quality plus capabilities comparable to your home or office telephone service.

## How does the cellular system work?

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Cellular divides the geographic service area into smaller areas called cells, each served by its own transmitter/receiver at the cell site. Each cell site is linked to the Mobile Telephone Switching Office (MTSO), which is in turn connected to the conventional telephone system. As the user moves through the service area, calls are automatically transferred from one cell site to another, assuring continuous, high-quality communications.



## Are there different types of cellular telephones?

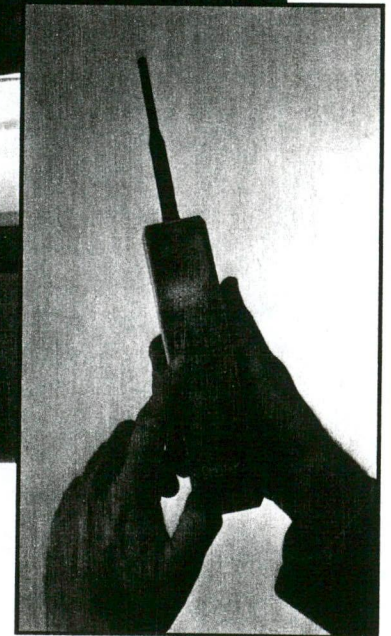
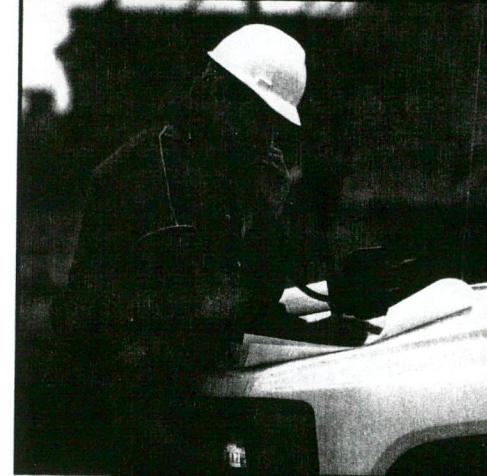
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Cellular telephones are available in three basic configurations.

**Mobile**—Designed for use exclusively in vehicles, the mobile phone transceiver is installed under the seat or in the trunk of the vehicle, with the handset conveniently mounted near the driver. The phone is powered by the vehicle battery, and the antenna is typically mounted on the rear window. For users with more than one vehicle, second installation kits are available to permit easy relocation of the phone from one vehicle to the other.

**Transportable**—The versatile transportable model is similar to the mobile version, with the added feature that it may be removed from the vehicle and used as a “carry-along” phone. While away from the car, a battery pack provides power for approximately 90 minutes of talk time.

**Portable**—This configuration is ideal for those who need complete portability in a sleek, light-weight package. The hand-held cellular telephone provides the same functions as the finest mobiles without need for a permanent installation. Long-life batteries can be recharged in as little as 90 minutes and compact spare batteries are available for extra-heavy users. A host of accessories allow you to tailor your portable phone to suit your unique needs.



## Are cellular telephones easy to use?

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A cellular telephone looks and operates much like a conventional telephone, but with enhancements which make it easier to use. Common features are:

- Large, illuminated push buttons for maximum visibility
- Memory for frequently called numbers, eliminating the need to dial while driving
- Optional "hands free" speaker phone for safe operation while driving
- Display of numbers dialed, preventing wrong numbers
- Automatic redial for last number called

## How are calls placed and received?

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*COMMNET* service provides the most "user friendly" system available anywhere. To place a call, dial the number you wish to reach and press the Snd key. The system is completely automatic and requires no complex dialing procedures. To receive a call, simply pick-up the handset to answer the phone. If you're using the phone, the caller hears a busy signal. Or, use Call Waiting to make sure you don't miss a call while using your phone.



### What happens when the phone is unattended?

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If a call comes in while you are away from your phone, a recorded announcement informs the calling party that you are unavailable. Or, use Call Forwarding to direct incoming calls to another telephone number when you cannot answer.

If all your calls are important to you, couple **COMMNET** service with **CallSentry** electronic answering service. Anytime you are unable to answer your telephone, the caller may leave a message on the **CallSentry** system for your later retrieval.

### Can long distance calls be placed on a cellular telephone?

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Yes. Long distance and international calls may be placed and received on your cellular phone. **COMMNET** service provides direct long distance dialing.

### Can cellular phones be used in other cities?

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Because cellular is the only system which is compatible everywhere, your phone will work anywhere service is available. To place a call while away from the local calling area (ROAMING), just dial the area code and number you wish to reach. To receive a call while ROAMING, the party calling dials the access number for the city you're in, followed by your mobile number.

Charges for calls made while ROAMING will appear on your monthly bill. Your **COMMNET** Representative can explain ROAMING procedures for the cities you travel to most frequently.

### What special functions are available with cellular service?

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**COMMNET** offers all the "extras," including:

- Call Waiting
- Call Forwarding
- Three-Way Calling
- **CallSentry** Electronic Answering Service
- Itemized monthly statement

## How does cellular differ from other mobile telephone systems?

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Cellular offers a number of advantages over other mobile telephone systems:

**Capacity**—The older mobile phone systems can handle relatively few users because they operate on a limited number of channels. Cellular has many channels available, providing capacity to serve **thousands** of users with no reduction in quality.

**Clarity**—Because of the high frequencies utilized and the use of multiple transmitter sites, cellular offers crisp, clear communications throughout the service area.

**Expandability**—Cellular is a flexible system designed to expand with market demands. By adding channels and cell sites, system coverage can adapt to grow with the community.

**Nationwide standard**—Cellular is the only mobile telephone service that is required by law to be compatible nationwide. With over two million units in service, cellular has become the standard for high-quality mobile telephone service.

**COMMNET**  
**2000**  
SM

*...so you're always in touch!*

**PUBLIC SERVICE COMMISSION**

**STATE OF NORTH DAKOTA**

**Certificate of Registration**

**Certificate Number 56**

This is to certify that North Central RSA 2 of North Dakota Limited Partnership is registered as a telecommunications reseller offering cellular services in North Dakota.

This certificate is issued in accordance with this Commission's Rule 69-09-04 and 69-09-05, and is subject to the conditions and limitations noted in the Rules.

Bismarck, North Dakota, April 22, 1991.

**ATTEST:**

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

**PUBLIC SERVICE COMMISSION**

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