

# State of North Dakota



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

NORTH DAKOTA 5 - KIDDER LIMITED PARTNERSHIP

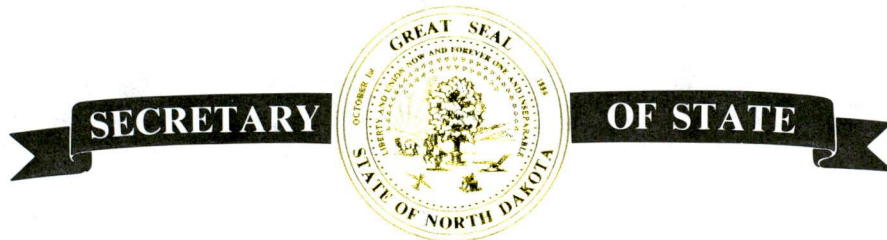
The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that NORTH DAKOTA 5 - KIDDER LIMITED PARTNERSHIP is a Colorado limited partnership which registered with this office on June 28, 1990. That registration shall remain in force until June 28, 1995, unless cancelled.

Dated:            January 17, 1991

A handwritten signature in black ink, reading "Jim Kusler", is written over a horizontal line.

Jim Kusler  
Secretary of State

# State of North Dakota



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

CENTRAL DAKOTA CELLULAR OF NORTH DAKOTA LIMITED  
PARTNERSHIP

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

CENTRAL DAKOTA CELLULAR OF NORTH DAKOTA LIMITED  
PARTNERSHIP

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

Dated:            January 17, 1991

A handwritten signature in black ink, reading "Jim Kusler", is written over a horizontal line.

Jim Kusler  
Secretary of State

# State of North Dakota



C E R T I F I C A T E   O F   G O O D   S T A N D I N G  
O F

CENTRAL DAKOTA CELLULAR, INC.

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that CENTRAL DAKOTA CELLULAR, INC., a North Dakota BUSINESS CORPORATION, was incorporated in this office on July 7, 1988 and, according to the records of this office as of this date, has paid all fees due this office as required by North Dakota statutes governing a North Dakota BUSINESS CORPORATION.

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

CENTRAL DAKOTA CELLULAR, INC.

Dated: January 17, 1991

A handwritten signature in black ink, reading "Jim Kusler", is written over a horizontal line.

Jim Kusler  
Secretary of State

58514

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

Fee: \$75.00

File No. 5,653,400

File on 6-28-90, 1990

May 24 90 5 29 41

[Signature]  
Secretary of State

Receipt No. \_\_\_\_\_

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 Dakota 5 - Kidder Limited Partnership, and, the name under which it proposes to register and transact business in this state is North Dakota 5 - Kidder Limited Partnership.
- The state of its formation is Colorado, and the date of its formation is: June 26, 1989.
- The general character of the business it proposes to transact in this state is: To fund, establish and provide cellular service and to perform all other lawful acts as be necessary or advisable with regard thereto.
- 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, ND 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 Blvd., #300 Englewood, CO 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: May 14, 1990

Central Dakota Cellular of North Dakota Limited Partnership

[Signature]  
Officer of Central Dakota Cellular, Inc. General Partner of Central Dakota Cellular of North Dakota Limited Partnership

5,653,000

AMENDMENT TO APPLICATION AS A FOREIGN LIMITED PARTNERSHIP  
FOR  
NORTH DAKOTA 1 - DIVIDE LIMITED PARTNERSHIP

The following information is provided in accordance with Section 45-10.1-52 of the North Dakota century as amended.

1. Names & Addresses of General Partners.

Northwest Dakota Cellular of North Dakota Limited Partnership  
c/o Cellular, Inc.  
5990 Greenwood Plaza Boulevard  
Suite 300  
Englewood, Colorado 80111

2. Address of which is kept a list of names & addresses of the Limited Partners and their capital contributions.

Cellular, Inc.  
5990 Greenwood Plaza Boulevard  
Suite 300  
Englewood, Colorado 80111

3. Address at which is kept an undertaking by the foreign limited partnership to keep the list mentioned in item 2 until the foreign limited partnership's registration is withdrawn or canceled.

CT Corporation System  
314 East Thayer Avenue  
Bismarck, North Dakota 58501

STATE OF NORTH DAKOTA )  
Department of State

Filed for record the 28<sup>th</sup>  
day of June 1990



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

FOR OFFICE USE ONLY

ID #	5,653,400		
Expiration of Current Registration	6/28/95		
WO #	400680		
Filed	6-16-95	Expiration	
Approved By	<i>[Signature]</i>	Filed By	

JUN 16 95 09918

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 DAKOTA 5 - KIDDER LIMITED PARTNERSHIP  
C T CORPORATION SYSTEM  
314 E THAYER AVE  
BISMARCK, ND 58501

3.A. State or County of Organization	3.B. Federal ID #	3.C. Telephone #
CO		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

5,297,400 CENTRAL DAKOTA CELLULAR OF NORTH DAKOTA

5990 Greenwood Plaza Blvd., Suite 300, Englewood, CO 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.

Signature	Date
Signature	Date
Signature	Date

North Dakota 5 - Kidder Limited Partnership  
By: Central Dakota Cellular of North Dakota Limited Partnership, its general partner

Signature	Date
By: <i>[Signature]</i>	6-8-95
Signature	Date
Thomas D. Flaherty, Secretary	
Signature	Date



**REGISTERED AGENT/OFFICE  
STATEMENT OF CHANGE  
SECRETARY OF STATE**  
SFN 13019A (4-99)

JUN 27 2001  
SEC. OF STATE

FOR OFFICE USE ONLY

ID #	5653400LP
File #	
WO #	871314
Filed	8-9-01 By DC

SEE REVERSE SIDE FOR FEES, FILING AND MAILING INSTRUCTIONS

- 1. **FILING FEE:** \$20.00 if changing the registered agent
- FILING FEE:** \$10.00 if changing the address of the registered agent
- NO FEE:** A fee is not required to add or change a post office box or when an address change is the result of rezoning or postal reassignment

**TYPE OR PRINT LEGIBLY**

2. Name of the organization (corporation, limited liability company, limited liability partnership, or real estate investment trust) <b>North Dakota 5 - Kidder Limited Partnership</b>	3. Federal ID #
--	-----------------

4. Name of the new registered agent, (or new name of current registered agent)  
**Corporation Service Company**

5. New address of the registered agent (New address must be agent's physical address, post office box if applicable, city and state, zip + 4 digit extension). The agent's address cannot only be a post office box number.  
**316 North Fifth Street, P.O. Box 1695 Bismarck ND 58502**

6. Change of address is (check one) (see instruction 6 on reverse) <input checked="" type="checkbox"/> Result of relocation, or appointment of new registered agent and address <input type="checkbox"/> Result of rezoning or postal reassignment	7. Does the address in number 5 also serve as the address of the principal place of business of the organization named in number 2? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	--

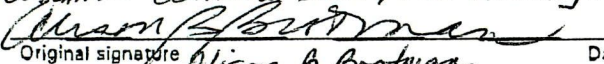
8. The appointment of a new registered agent can only be authorized by resolution of the governing board. However, the current registered agent of record on file with the Secretary of State is authorized to change its address or its name (see instructions). Indicate below how the changes in number 4 and/or 5 were authorized. (check one)

a) By resolution duly adopted by the board of directors, the board of governors, the limited liability partnership, or real estate investment trust, OR

b) By the registered agent whose name or business address has changed. The registered agent has mailed a copy of this statement to the organization.

9. If number 8(a) is checked, this statement may be signed by an officer, a manager, a partner, or an individual authorized by the organization. If number 8(b) is checked, this statement may be signed by the current registered agent on file with the Secretary of State.

"As required by state law, I certify that the address of the registered office and the address of the registered agent's business office, as listed in number 5 above, is identical. I also certify the box checked in number 8 is authorized as noted. I also certify that I am authorized to sign this registered agent/office change and I know the information is correct."

*North Dakota 5 - Kidder Limited Partnership*  
*By Corinnet Cellular Inc., its Managing Agent*  
  
 Original signature Alison B. Brothman Date 6/14/01  
*Assistant Secretary*

**CONSENT OF NEWLY APPOINTED REGISTERED AGENT** (Complete only if #4 above is completed)

10. The new registered agent is (check one) <input type="checkbox"/> A North Dakota resident <input checked="" type="checkbox"/> A corporation <input type="checkbox"/> A limited liability company <input type="checkbox"/> A limited liability partnership	11. Social Security or Federal ID # of registered agent
--	---

12. 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."

  
 Original signature of registered agent named in number 4 Date 5/2/01

13. Name of person to contact if questions about this document <b>Taro Kusunose</b>	Daytime telephone # <b>(206) 268-8646</b>
--	--

25332

5,653,400 LP  
**verizon**wireless

**Karen M. Stewart**  
Governance Contract Manager  
Legal Department

**Verizon Wireless**  
180 Washington Valley Road  
Bedminster, New Jersey 07921

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

June 4, 2003

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



Attn.: "Renee"

RE: Change of Partnership Principal Executive Office Address  
North Dakota Limited Partnership # 5,656,400 L WO#25332

Dear Renee: *KIDDEX*

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

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

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

Thank you.

Sincerely,

Karen M. Stewart  
Governance Manager and  
Assistant Corporate Secretary

Enclosure

NORTH DAKOTA  
Filed 6-18 2003  
*[Signature]*  
Secretary of State  
*RB*

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

Fee: \$75.00

File No. 1083LP  
File on 30 June 89  
30 June 19 94  
Jim Kusler  
(Secretary of State)

Receipt No. 6384  
Filed by Jim Lippert

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

**RECEIVED**  
MAY 9 1989  
SEC. OF STATE

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: 5/10 **RECEIVED** 89  
MAY 26 1989  
Central Dakota Cellular, Inc.  
Thomas D. Schertz  
SEC. OF STATE 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.

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

DATED: 1-18-91

BY: JM

Jim Kusler  
**SECRETARY OF STATE**

58514

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

Fee: \$75.00

File No. 5,653,400

File on 6-28-90, 19\_\_

May 24 90 5 29 41

[Signature]  
(Secretary of State)

Receipt No. \_\_\_\_\_

Filed by [Signature]

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

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- The state of its formation is Colorado, and the date of its formation is: June 26, 1989.
- The general character of the business it proposes to transact in this state is: To fund, establish and provide cellular service and to perform all other lawful acts as be necessary or advisable with regard thereto.
- 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, ND 58501
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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: May 14, 19 90

Central Dakota Cellular of North Dakota Limited Partnership  
[Signature]

Officer of Central Dakota Cellular, Inc. - General Partner of Central Dakota Cellular of North Dakota Limited Partnership

25,972

ARTICLES OF INCORPORATION

OF

Central Dakota Cellular, 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:

Central Dakota Cellular, 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.

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 121 E. Broadway; Steele, ND 58482.  
The registered agent at that address is Victor Baumgartner.

#### 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>

STATE OF Colorado )  
COUNTY OF Craig ) SS.

I, Frederick W. ..., Notary Public, hereby certify that on the 1st day of April, 1984, personally appeared before me Thomas G. ..., 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.

Frederick W. ...  
Notary Public

My Commission Expires:  
My Commission expires December 16, 1984

(SEAL)

STATE OF NORTH CAROLINA )  
COUNTY OF ... )  
Clerk: 42111  
Recorder: 706  
... 1984  
... McCain  
...  
DEPUTY  
Rec'd 58619

STATEMENT OF CONSENT TO SERVE AS REGISTERED AGENT

To the Secretary of State  
State of North Dakota

File No. 25,972

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, Victor Baumgartner, hereby accept the appointment to serve  
(Print legibly or type)  
in the capacity of registered agent for the corporation known as Central Dakota Cellular, Inc.

(Exact corporate name)

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

Victor Baumgartner  
(Signature of registered agent)

\*\*\*\*\*

Complete this section if the registered agent is a corporation.

I, \_\_\_\_\_, being the \_\_\_\_\_ of  
(Print legibly or type) (Title)  
\_\_\_\_\_, hereby accept on behalf of

(Exact corporate name)

\_\_\_\_\_, the appointment to serve in the  
(Exact corporate name)  
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: \_\_\_\_\_, 19 \_\_\_\_

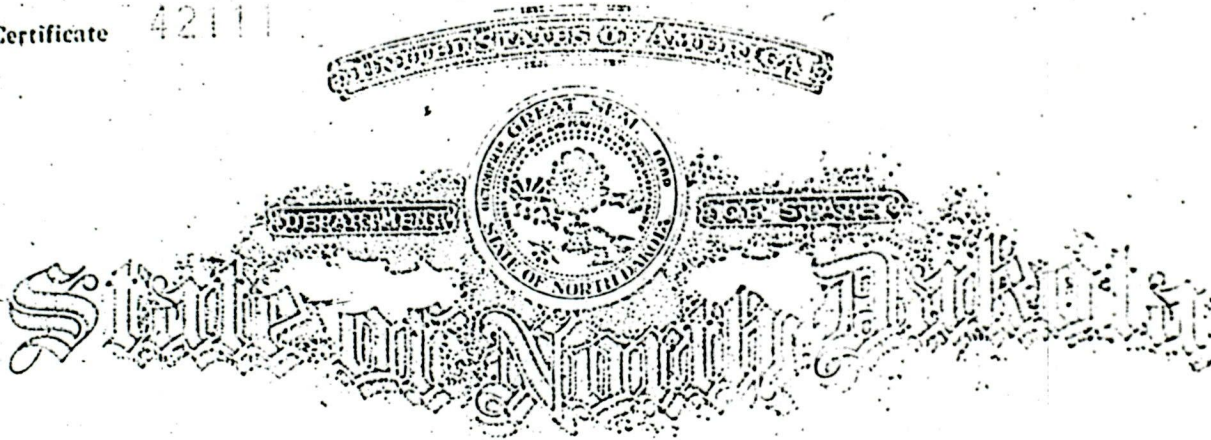
Filed By: \_\_\_\_\_

\_\_\_\_\_  
Secretary of State

Receipt No. \_\_\_\_\_

Certificate

42111



CERTIFICATE OF INCORPORATION  
OF

CENTRAL DAKOTA CELLULAR, 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

CENTRAL DAKOTA CELLULAR, INC.

duly signed and verified pursuant to the provisions of the North Dakota Business (10-19.1 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

CENTRAL DAKOTA CELLULAR, 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 WEISS

Secretary of State.

By ROBERT R. SCHAIBLE

Deputy.

#29,113

25,972-L

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

(Submit Duplicate Originals)

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

Jan 29 2 70 70

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:

- The name of the corporation is CENTRAL DAKOTA CELLULAR, INC.
- The present address of record of the registered office is: 121 East Broadway  
Steele, North Dakota 58402
- 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
- The present name of record as registered agent: Victor Baumgartner
- The name of successor registered agent is C T Corporation System
- The address of its registered office and the address of the business office of its registered agent as changed will be identical.
- 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: 10-31, 1989

  
(Signature of President or Vice President)

Filing Date 1-1-90, 1990

By [Signature]  
Secretary of State

#129, 143

STATEMENT OF CONSENT TO SERVE AS REGISTERED AGENT

To the Secretary of State  
State of North Dakota

File No. 25,972-1

To be filled by Domestic and Foreign Business 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, \_\_\_\_\_, 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 \_\_\_\_\_  
Central Dakota Cellular, Inc.  
(Exact corporate name)

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

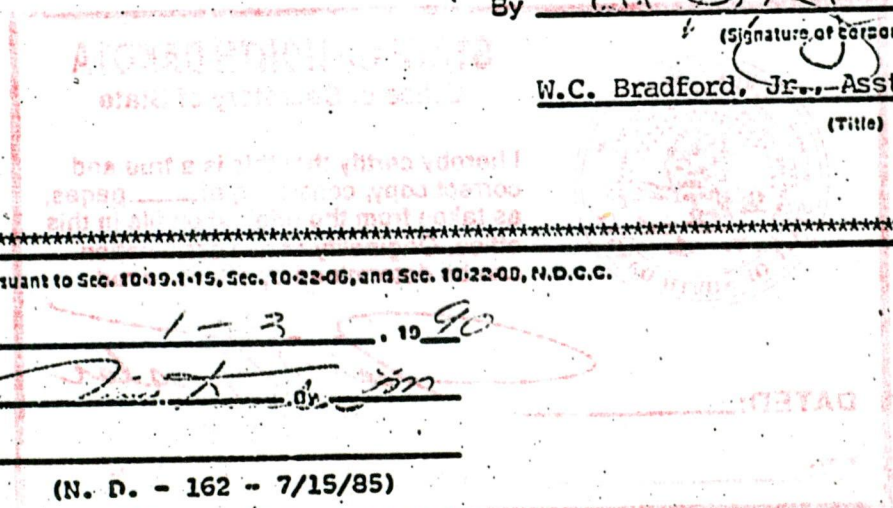
C T CORPORATION SYSTEM  
(Exact corporate name of corporation acting as agent)

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  
by [Signature]

Receipt No. \_\_\_\_\_  
5474 2974 (N. D. - 162 - 7/15/85)



RECEIVED  
JAN 7 1990



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

I hereby certify that this is a true and correct copy, consisting of 15 pages, as taken from the original on file in this office. Originality of this certification can be determined by the color red.

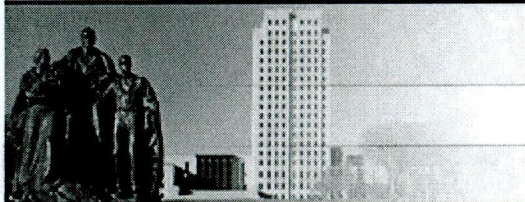
A handwritten signature in red ink, appearing to read "Jim Kusler".

**Jim Kusler**

**SECRETARY OF STATE**

**DATED:** 1-18-91

**BY:** M



# SECRETARY OF STATE NORTH DAKOTA

[Home](#) | [Business Search](#)

## NORTH DAKOTA 5 - KIDDER LIMITED PARTNERSHIP

### Partnership Details

**System ID:** 5653400      **Phone:** (908) 306-7834  
**Type:** Limited Partnership  
**Status:** Active & Good Standing  
**Original File Date:** 06/28/1990      **Effective Date:** 06/28/1990  
**State of Origin:** Colorado

### Principal Office

REGULATORY FILINGS GROUP  
180 WASHINGTON VALLEY RD  
BEDMINSTER, NJ 07921-2120

### Registered Agent

**CORPORATION SERVICE COMPANY**  
316 N 5TH ST  
PO BOX 1695  
BISMARCK, ND 58502-1695  
**Established Date:** Aug 09, 2001

### Nature of Business

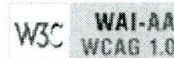
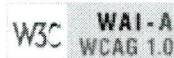
CELLULAR TELECOMMUNICATIONS

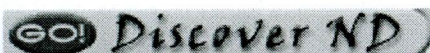
### General/Managing Partners

**CENTRAL DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP**  
180 WASHINGTON VALLEY RD  
BEDMINSTER, NJ 07921-2120

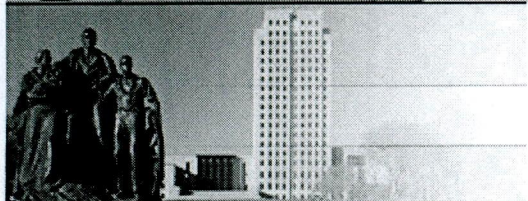
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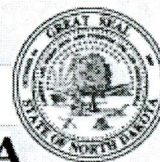




Your Gateway to North Dakota



# SECRETARY OF STATE NORTH DAKOTA



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## NORTH DAKOTA 5 - KIDDER LIMITED PARTNERSHIP

### Partnership Details

**System ID:** 5653400                      **Phone:** (908) 306-7834  
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180 WASHINGTON VALLEY RD  
BEDMINSTER, NJ 07921-2120

### Registered Agent

**CORPORATION SERVICE COMPANY**  
316 N 5TH ST  
PO BOX 1695  
BISMARCK, ND 58502-1695  
**Established Date:** Aug 09, 2001

### Nature of Business

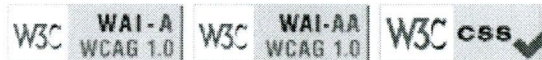
CELLULAR TELECOMMUNICATIONS

### General/Managing Partners

**CENTRAL DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP**  
180 WASHINGTON VALLEY RD  
BEDMINSTER, NJ 07921-2120

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# 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 Dakota 5-Kidder Limited Partnership Escrow Account

On August 19, 1991, an escrow account was established for North Dakota 5-Kidder 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 Dakota 5-Kidder Limited Partnership.

The commission acknowledges that under the waiver provision, North Dakota 5-Kidder 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

NORTH DAKOTA  
PUBLIC SERVICE  
COMMISSION

THIS AGREEMENT effective the 14th day of August, 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 Dakota 5 - Kidder 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 \$25,124.00.

WHEREAS, the Company has deposited \$25,124.00 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 Twenty Five Thousand One Hundred Twenty Four Dollars (\$25,124.00) and agrees to deposit said funds in an account in the Escrow Agent. The funds deposited with the Escrow Agent, not including any interest earned thereon, are hereinafter referred to as the Funds. All interest on the Funds shall be paid by the Escrow Agent to the Company.
2. Except as otherwise provided herein, the Escrow Agent shall not transfer or disburse any of the Funds without written instructions signed by the Commission.
3. The Commission may transfer or draw upon the Funds only in the event of failure of performance by the Company as required by North Dakota Administrative Code 69-09-05-04. The Escrow Agent shall allow the Commission to transfer or draw upon the Funds only with the written approval of the Company or pursuant to a valid Court order.

023 PU-439-91-123

08/20/91

J Elkin, pSC

Escrow agreement approved

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 Dakota 5 - Kidder Limited Partnership  
& 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. \_\_\_\_\_, 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.

RECEIVED

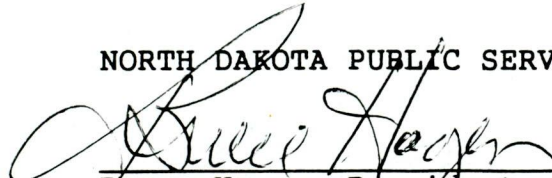
AUG 20 1991

NORTH DAKOTA  
PUBLIC SERVICE  
COMMISSION  
SECRETARY


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

Dated:                     

NORTH DAKOTA PUBLIC SERVICE COMMISSION

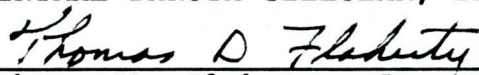
  
Bruce Hagen, President

  
Leo M. Reinbold, Commissioner

  
Dale V. Sandstrom, Commissioner

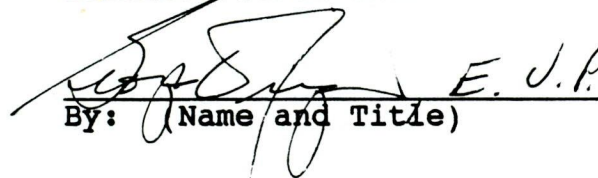
Dated:                     

NORTH DAKOTA 5 - KIDDER LIMITED PARTNERSHIP  
By: CENTRAL DAKOTA CELLULAR OF NORTH DAKOTA  
LIMITED PARTNERSHIP

By: CENTRAL DAKOTA CELLULAR, INC., GP  
  
By: Thomas D. Flaherty, Secretary

Dated: 8-19-91

Bismarck STATE BANK

  
By: (Name and Title)

# COMMNET CELLULAR *Inc.*<sup>™</sup>

Via Regular Mail

May 12, 1994



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

*Ref: Company Name Change*

Dear Mr. Fahn:

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

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

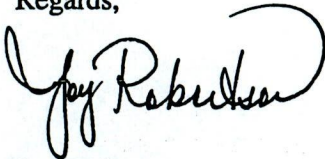
NORTH DAKOTA	BISMARCK MSA LIMITED PARTNERSHIP	RSA NO. 298(B)
NORTH DAKOTA-1	NORTHWEST DAKOTA CELLULAR OF N. D. LIMITED PARTNERSHIP	RSA NO. 580(B)
NORTH DAKOTA-2	NORTH CENTRAL RSA 2 OF NORTH DAKOTA LIMITED PARTNERSHIP	RSA NO. 581(B)
NORTH DAKOTA-4	BADLANDS CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP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

Mr. Patrick Fahh  
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

5,653,000

AMENDMENT TO APPLICATION AS A FOREIGN LIMITED PARTNERSHIP  
FOR  
NORTH DAKOTA 1 - DIVIDE LIMITED PARTNERSHIP

The following information is provided in accordance with Section 45-10.1-52 of the North Dakota century as amended.

1. Names & Addresses of General Partners.

Northwest Dakota Cellular of North Dakota Limited Partnership  
c/o Cellular, Inc.  
5990 Greenwood Plaza Boulevard  
Suite 300  
Englewood, Colorado 80111

2. Address of which is kept a list of names & addresses of the Limited Partners and their capital contributions.

Cellular, Inc.  
5990 Greenwood Plaza Boulevard  
Suite 300  
Englewood, Colorado 80111

3. Address at which is kept an undertaking by the foreign limited partnership to keep the list mentioned in item 2 until the foreign limited partnership's registration is withdrawn or canceled.

CT Corporation System  
314 East Thayer Avenue  
Bismarck, North Dakota 58501

STATE OF NORTH DAKOTA,  
Department of State

Filed for record the 28<sup>th</sup>  
day of June 1990



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

I hereby certify that this is a true and correct copy, consisting of 2 pages, as taken from the original on file in this office. Originality of this certification can be determined by the color red.

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

DATED: 1-18-91

BY: m

Jim Kusler  
SECRETARY OF STATE

Central Dakota Cellular of North Dakota Limited Partnership  
Partnership Agreement

\*Please note amendment on Partnership Name.

AGREEMENT OF LIMITED PARTNERSHIP

OF

CENTRAL DAKOTA CELLULAR CO.

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

ARTICLE I

Formation of Limited Partnership

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

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

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

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

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

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

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

## ARTICLE II

### Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

**"FCC"** shall mean the Federal Communications Commission.

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

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

**"Interest"** shall mean interest in the Partnership capital.

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

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

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

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

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

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

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

"RSA" shall mean the rural service area number 584, named North Dakota 5 - Kidder in the State of North Dakota consisting of Kidder, Stutsman, Emmons, Eddy, Foster, Sheridan, Wells, Logan, and McIntosh 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.

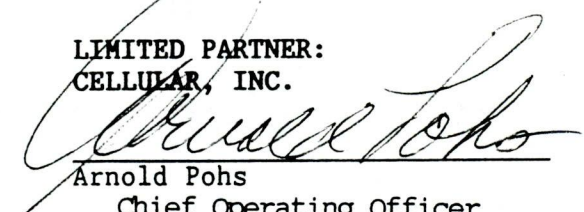
**GENERAL PARTNER:**

Central Dakota Cellular, Inc.

By:   
Victor Baumgartner, President

**LIMITED PARTNER:**

CELLULAR, INC.

  
Arnold Pohs  
Chief Operating Officer

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

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

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

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

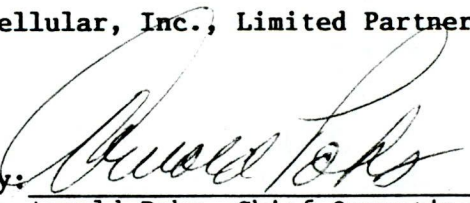
In all other respects, the Agreement shall remain in full force and effect.

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

Central Dakota Cellular, Inc.,  
General Partner

By:   
Victor Baumgartner, President

Cellular, Inc., Limited Partner

By:   
Arnold Pohs, Chief Operating  
Officer

North Dakota 5 - Kidder Limited Partnership  
Addendum to Registration

February 13, 1991

ND 5 - Kidder LP requests that notice of matters relating to this registration, including any inquiries regarding complaints and regulatory matters, be directed to:

Mike Fluharty  
Vice President,  
External Affairs  
Cellular, Inc.  
5990 Greenwood Plaza Boulevard, Suite 300  
Englewood, Colorado 80111

ND 5 - Kidder Limited Partnership  
Partnership Agreement

AGREEMENT  
ESTABLISHING  
NORTH DAKOTA 5 - KIDDER LIMITED PARTNERSHIP  
among  
CENTRAL DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP  
and  
U S West NewVector Group, Inc.

Dated: June 26, 1989

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AGREEMENT ESTABLISHING

NORTH DAKOTA 5 - KIDDER LIMITED PARTNERSHIP

THIS AGREEMENT is made as of the 22 day of April 1989, by and among CENTRAL DAKOTA CELLULAR OF NORTH DAKOTA LIMITED PARTNERSHIP, a limited partnership having its principal place of business at 5990 Greenwood Plaza Boulevard, Suite 300, Englewood, Colorado 80111 ("Central Dakota") and U S WEST NEWVECTOR GROUP, INC., a corporation whose address is 3350 161st Avenue, S.E., P.O. Box 7329, Bellevue, Washington 98008-1329 ("NewVector"). The General Partner and the Limited Partners are herein sometimes collectively referred to as the "Partners."

W I T N E S S E T H

WHEREAS, the Federal Communications Commission ("FCC") in its Cellular Orders (the "Orders") Cellular Communications Systems, 86 FCC 2d 469 (1981), as modified, stated that (a) one of the two frequency allocations for cellular service within each standard Metropolitan Statistical Area ("MSA") would be assigned to a wireline carrier authorized to provide telephone exchange service in that MSA, (b) it is expected that the wireline carriers would commence service promptly, and (c) it strongly urged carriers eligible and desiring to provide service in an MSA to reach mutually acceptable arrangements for the provision of cellular service.

WHEREAS, the FCC in its Cellular Orders in Docket 85-388, released May 18, 1988, again urged wireline carriers to reach such mutually acceptable agreements for the provision of cellular service in Rural Service Areas ("RSAs") and confirmed the ability of wireline carriers to enter into

settlements and obtain cumulative chances in the RSA(s) lotteries. Accordingly, the parties desire to further the objectives of the FCC set forth in its Orders by reaching mutually acceptable arrangements to expeditiously provide cellular service to the public and believe that this Agreement, as so encouraged by the FCC, is consistent with the FCC's cellular communications policy and is lawful and in the public interest.

WHEREAS, each of the undersigned carriers are wireline carriers or affiliates of wireline carriers eligible for cellular system block "B" frequencies as defined by the FCC in its rule, Section 22.902(b), in Market No. 584, also known as North Dakota 5 - Kidder (the "RSA").

NOW, THEREFORE, it is mutually agreed that:

## ARTICLE I

### FORMATION OF LIMITED PARTNERSHIP

#### 1.1 Formation

The Partners mutually covenant and agree and hereby do form a limited partnership (the "Partnership") pursuant to the provisions of the Colorado Limited Partnership Act, in accordance with the further terms and provisions hereof.

#### 1.2 Name and Office

(a) The name of the Partnership is North Dakota 5 - Kidder Limited Partnership and its business shall be carried on in this name with such variations and changes as the General Partner deems necessary to comply with requirements of the jurisdictions in which operations are conducted or as the General Partner deems necessary to change for any reasonable business purpose.

(b) The principal office and place of business of the Partnership

shall be maintained at 5990 Greenwood Plaza Boulevard, Suite 300, Englewood, Colorado 80111, or at such other location as the General Partner may from time to time elect, upon prior written notice to the Limited Partner. In addition, if required, the Partnership shall maintain a statutory office in the State of North Dakota.

### 1.3 Business Purpose

The purpose of the Partnership shall be to fund, establish and provide Cellular Service and to perform all other lawful acts as may be necessary or advisable with regard thereto. It is understood and agreed that Cellular Service provided by the Partnership shall initially be limited to that certain Cellular Geographic Service Area which is defined as the "CGSA" in Article II hereof and which is located within the boundaries of the RSA, but may, subject to the provisions of this Agreement, be expanded to include other areas.

### 1.4 Effectiveness of the Agreement

This Agreement shall become effective on the date first above written; provided, however, the continuation of this Agreement shall be subject to the issuance of authorization to the Partnership to construct, and provide cellular service within the RSA. The Partners agree to use their best efforts to obtain such authorization.

## ARTICLE II

### DEFINITIONS

#### 2.1 Acquisition Costs

All actual costs of acquiring an asset plus any interest cost properly capitalizable in accordance with the Financial Accounting Standards Board - Standard 34.

## 2.2 Affiliate

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

## 2.3 Agreement

This Agreement establishing North Dakota 5 - Kidder Limited Partnership.

## 2.4 Capital Contribution

Funds paid or contributed to the Partnership for the purchase of the Partnership Interests issued pursuant to Article V, in the amount and manner as set forth for the General Partner and the Limited Partners in Section 5.1 and as supplemented from time to time pursuant to Sections 5.2 and 5.3 thereof.

## 2.5 Cellular Service

Any and all service authorized by the FCC under Part 22 of its cellular rules as promulgated under the Cellular Radio Decisions, as modified or amended from time to time, and provided pursuant to the terms of this Agreement.

## 2.6 CGSA

The Cellular Geographic Service Area or Areas which the Partnership is

licensed by the FCC to serve from time to time.

2.7 General Partner's Interest

The Partnership Interest of the General Partner.

2.8 Income and Losses

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

2.9 Initial Capital Account Amount

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

2.10 Limited Partner's Interest

The Partnership Interest of a Limited Partner.

2.11 Partnership

The limited partnership formed pursuant to this Agreement.

2.12 Partnership Interest

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

2.13 RSA

The Rural Service Area designated by the FCC as North Dakota 5 - Kidder consisting of the following North Dakota counties; Kidder, Stutsman, Emmons, Eddy, Foster, Sheridan, Wells, Logan, and McIntosh.

**ARTICLE III**  
**REGULATORY MATTERS**

3.1 Contingency

The permits or licenses to be issued by regulatory authorities in connection with the provision of Cellular Service may be contingent during the pendency of litigation or regulatory action concerning the present wireline allocation; however, the pendency of such litigation or regulatory action shall not affect the Partners' obligations under this Agreement.

3.2 Cooperation

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

3.3 Operational Considerations

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

## ARTICLE IV

### PARTNERSHIP OPERATIONS

#### 4.1 Management and Operating Services

The General Partner, on behalf of the Partnership, shall carry out or cause to be carried out the Partnership's responsibility to provide Cellular Service, including obtaining interconnection with the landline network, operating and maintaining the Cellular Service system and marketing Cellular Service. The Partners hereto agree that the General Partner shall perform or cause to be performed all activities and/or functions as the General Partner may deem necessary or appropriate to market, sell, establish, operate, maintain and manage the Cellular Service system. In accordance with Section 3.2 and subject to Section 10.1, the Limited Partners agree to aid the General Partner in the performance of such activities and functions.

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

#### 4.2 Operating and Management Expenses

The General Partner shall be reimbursed by the Partnership monthly or such other longer periods as it deems appropriate for any reasonable and necessary expenses incurred by the General Partner on behalf of the Partnership in providing Cellular Service plus reasonable and necessary administrative and general overhead expenses, including, but not limited to,

marketing, maintenance, message charges, facilities, engineering, data processing, legal, accounting and audit fees, development and implementation of billing procedures, expenses of preparing tax returns and reports, taxes, travel, office rent, telephone, salaries (including social security, relief, pensions and other benefits), interest and other incidental business expenses incurred by the General Partner on behalf of the Partnership in connection with the provision of Cellular Service. To the extent funds are expended by the General Partner which are to be reimbursed to it by the Partnership, the same shall be treated as a loan from the General Partner to the Partnership in accordance with Section 7.1(d), with the loan commencing at the time of expenditure and terminating at the time of reimbursement.

#### 4.3 Ownership of Properties

The Partnership shall acquire and hold in its name, directly or through license, all real and personal property, equipment and other assets required to provide Cellular Service.

#### 4.4 Licenses

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

### ARTICLE V

#### CAPITALIZATION OF PARTNERSHIP

##### 5.1 Initial Capital Contributions

The General Partner will request Capital Contributions in amounts sufficient to construct and operate the cellular system. Such Capital Contributions shall result, prior to any adjustment pursuant to Section 5.2, in the following respective Partnership Interests for the Partners:

(A) 75% for Central Dakota as General Partner

(C) 25% for NewVector as Limited Partner

Initial Capital Contributions shall be made within sixty (60) days of receipt of written requests by the General Partner; provided, however, that no initial Capital Contributions shall be made prior to issuance by the FCC of a construction permit to the Partnership. The Limited Partners shall notify the General Partner within 10 days after receipt of such requests, such notice stating whether or not the Limited Partner intends to make the requested Initial Capital Contribution.

#### 5.2 Additional Capital Contributions

From time to time additional capital may be required to be invested by the Partnership to fund expansion or operations of Cellular Service. In the event the General Partner determines that additional capital is so needed, each Partner shall be entitled to provide all (but not part of) its share of additional capital in proportion to its then current Partnership Interest. This additional funding is due and payable on the date set forth in the written notice requesting an additional Capital Contribution given by the General Partner, provided that the first due date shall not be less than 60 days from the date of the notice. Should any Partner decline to make such additional Capital Contribution, or fail to pay its contribution when due, some or all of the other Partners may contribute pro rata, according to their

then current respective Partnership Interests, an aggregate amount equal to the additional Capital Contribution declined by the non-participating Partner(s), thereby increasing in such proportion to other Partners' Partnership Interests (it being understood that the General Partner may make such additional Capital Contribution as a Limited Partner, if it desires). If any Partner declines to exercise its right of purchase hereunder, the other Partners electing to exercise that right shall be entitled to purchase that portion of the interest intended to be sold that has been declined by the other Partner in amounts allocably determined pursuant to reapplication of the principles set forth in this Section 5.2, excluding from consideration the Partnership Interests of the selling and declining Partners. In such event, the Partnership Interest of a non-participating Partner shall be diluted accordingly and such Partner shall be limited in its right to provide future additional capital in proportion to its Partnership Interest as so revised.

#### 5.3 Form of Capital Contributions

Funding of both initial and additional Capital Contributions to the Partnership shall be in cash and not real or personal property. Other expenses, including FCC license application, shall not be reimbursed if incurred prior to April 10, 1989. For the purposes of both the initial and additional Capital Contributions, the payment by the General Partner of the Partnership's operating expense may at its election be deemed Capital Contributions.

#### 5.4 Additional Limited Partners

In providing Cellular Service within the RSA, the General Partner may invite one or more persons to become additional limited partners hereunder subject to approval by all Limited Partners, such approval not to be

unreasonably withheld. The Limited Partners hereby consent to amend the Agreement and its Certificate to reflect any such inclusion. In the event of any such addition (i) the new Limited Partner shall participate in the Partnership on the same terms and conditions as described herein (or as hereafter amended), and (ii) the Partnership Interests of the other Partners shall be adjusted according to their then current respective Partnership Interests.

## ARTICLE VI

### ALLOCATIONS AND DISTRIBUTIONS

#### 6.1 Capital Accounts

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

#### 6.2 Tax Allocations Among Partners

All items of income, gain, loss, deduction and credit (including items of tax preference) of the Partnership for Federal income tax purposes shall be apportioned ratably to each day of the Partnership's taxable year and each day's share of such items shall be allocated to the Limited Partners and to the General Partner in proportion to their respective Partnership Interests on such days.

#### 6.3 Distributions

Funds of the Partnership from all sources, less appropriate reserves

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

## ARTICLE VII

### RIGHTS AND POWERS OF PARTNERSHIP GENERAL PARTNER AND LIMITED PARTNERS

#### 7.1 Partnership Powers

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

(a) To enter into, perform and carry out contracts and agreements of every kind necessary or incidental to the accomplishment of the Partnership's purposes, including, without limitation, contracts and agreements with the General Partner and Affiliates of the General Partner, and to take or omit such other or further action in connection with the Partnership's business as may be necessary or desirable in the opinion of the General Partner to further the purposes of the Partnership; provided, however, that any transaction between the Partnership and Partners or their Affiliates shall be documented

and shall become part of the records of the Partnership;

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

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

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

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

#### 7.2 Powers of the General Partner

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

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

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

(c) Make any and all tax elections, including, but not limited to, the method of accounting to be elected for tax purposes of the Partnership and

whether or not to make an election pursuant to Section 754 of the Internal Revenue Code to adjust for federal income tax purposes the basis of Partnership property upon the transfer of a Partner's interest, the death of any individual Partner or the distribution of Partnership property;

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

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

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

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

### 7.3 Rights of Limited Partners

Each Limited Partner shall have the right to:

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

(i) the Partnership's federal, state and local tax returns;  
(ii) a current list of the name and last known business, residence or mailing address of each Partner;

(iii) this Partnership Agreement and the Certificate of Limited Partnership and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Partnership Agreement and any Certificate and amendments thereto have been executed;

(iv) true and full information regarding the amount of cash and a description and statement of the agreed-upon value of any other property or services contributed by each Partner and which each Partner has agreed to contribute in the future, and the date each became a Partner; and such other information as may be provided for under of the Colorado Limited Partnership Act;

(v) any books of record of the General Partner that pertain to the General Partner's allocation of overhead expenses and rate of return; and

(vi) all agreements, contracts or instruments of any kind entered into by the General Partner of behalf of the partnership.

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

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

(d) Have dissolution and winding up by decree of court when permitted under the Colorado Limited Partnership Act.

#### 7.4 Right to Build Independent Cell

(a) Notwithstanding Sections 8.8 and 10.4, should any part of the RSA

not be part of the CGSA within thirty-six (36) months from the date of the FCC's grant of the Partnership's construction permit for the approved system, then any Partner (the "LEC Partner") that provides local exchange service within the RSA may at any time request the General Partner to have such area made part of the CGSA. If the General Partner agrees to such a request, then the expenses of the newly added area shall be borne by the partnership and the area shall become part of the CGSA, subject to receipt of any required regulatory approvals and authorizations. Should the General Partner decline on behalf of the partnership to bear such expenses, the LEC Partner may, by written notice to all Partners request that it be permitted to build such cell at its own expense. If the General partner and the holders of a majority of the Partnership Interests held by the Limited Partners approve of such action in writing within ninety (90) business days of such request, the LEC Partner may seek such FCC and other regulatory authority as may be required to put into operation appropriate cell site(s) and related equipment within its local exchange service area and, upon receipt of such approvals, to proceed to construct and operate the same, provided that;

(i) the cell site(s) are constructed to the same technical and aesthetic requirements as the other Partnership cell sites;

(ii) the cell site(s) shall not interfere with the cell site(s) of the Partnership

(iii) the cell site(s) shall be operated continuously and shall remain in good working order;

(iv) the cell site(s) are switched off the same switch or switches as the Partnership cell sites unless otherwise agreed to;

(v) the FCC license for the additional cell site(s) shall

remain with the partnership and will not be separately licensed unless otherwise unanimously agreed to by the Partners and the applicable regulatory authorities; and

(vi) the cell site(s) complies with such other reasonable requirements that the Partnership may require for the protection of the system as a whole.

(b) All revenue and expenses related to or allocable to the cell site(s) and related equipment shall be the responsibility of the LEC Partner electing to place the site operation, including all costs of making the applicable allocations. The area serviced by the LEC Partner shall remain a part of the RSA and shall remain under the control of the Partnership to the extent necessary to comply with FCC regulations and subject to Section 7.4 (a) (v), above

(c) The LEC Partner shall not transfer, assign sell or exchange the additional cell site without complying with the provision of Section 11.1 hereof as if the cell site were an assignment of a partnership Interest except that the Partnership shall initially have the right to exercise the right to first refusal. If it fails to do so the Partners shall have the right in the manner provided in Section 11.1. If the Partnership sells the system it shall have the right to also sell such additional cell sites provided the net proceeds allocable to the cell sites shall be payable to the applicable LEC Partners or assigns and subject to Section 7.4 (a) (v), above.

#### 7.5 Ownership or Conduct of Other Business

Subject to the provisions of Section 8.8 and 10.4 the Partners may engage in or possess an interest in other business ventures of every kind and description. Neither the Partnership nor any Partner shall have any rights by

virtue of this Agreement in such independent business ventures or to the income or profits therefrom.

## ARTICLE VIII

### OBLIGATIONS OF GENERAL PARTNER

#### 8.1 Duty of the General Partner

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

#### 8.2 Conduct of Business

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

#### 8.3 Filings

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

#### 8.4 Maintain Accounts

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

#### 8.5 Financial Reports

The General Partner shall furnish annual audited Partnership financial statements examined by a recognized firm of independent certified public accountants and quarterly unaudited Partnership financial statements to the Limited Partners. Quarterly unaudited financial statements will be furnished to the Limited Partners as soon as reasonably practical after the close of each quarter and be certified by an officer of the General Partner. Year-end audited financial statements will be made available to the Limited Partners as soon as reasonably practical after the close of the fiscal year.

#### 8.6 Performance of Partnership Obligations

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

#### 8.7 Resale of Cellular Service

Nothing herein shall preclude the General Partner or an Affiliate thereof from reselling Cellular Service or selling or leasing terminal equipment used in connection with Cellular Service independently from the Partnership, whether within or outside the RSA; provided, however, that the General Partner may resell on a competitive system only on behalf of the Partnership. Neither the General Partner nor any Affiliate thereof shall be funded or staffed by the Partnership for such provision of Cellular Service or resale activities, and any transactions between any such General Partner or Affiliate and the Partnership shall be on an arms-length basis and on prices, terms and conditions equivalent to the prices, terms and conditions of any agreements between the Partnership and other resellers of Cellular Service.

#### 8.8 Cellular Service in Other Areas

Nothing herein shall preclude the General Partner or an Affiliate thereof from providing or participating in the provision of Cellular Service in areas other than the RSA. After the date of the expiration of the wireline five (5) year fill-in period, as specified in the FCC Cellular Radio Decisions, nothing shall preclude the General Partner or an Affiliate thereof from providing Cellular Service in areas within the RSA that are not a part of the Partnership's CGSA or applied for by the Partnership.

#### 8.9 Tax Matters Partner

The General Partner is designated as the Partnership's "tax matters partner" as that term is defined in Section 6231 of the Federal Internal Revenue Code and is authorized to take all actions and execute all documents necessary or appropriate in fulfilling its duties as such.

### ARTICLE IX

#### BANKING, ACCOUNTING, BOOKS AND RECORDS

##### 9.1 Banking

All funds of the Partnership may be deposited in a separate bank account or accounts as shall be established and designated by the General Partner in accordance with this Section and Section 7.2 (g). Withdrawals from any such bank account shall be made upon such signature or signatures as the General Partner may designate.

##### 9.2 Maintenance of Books and Accounting

The General Partner shall keep, or cause to be kept, full and accurate accounts of the transactions of the Partnership in proper books of account in accordance with generally accepted accounting principles, as varied by appropriate regulatory authorities. Such books and records shall be

maintained or available on notice at the principal place of business of the General Partner, or such other place designated by the General Partner, and be made available for reasonable inspection, examination and copying by the Limited Partners or their respective duly authorized agents or representatives upon 15 business days' notice to the General Partner.

9.3 Fiscal Year: Partnership Tax Returns

The fiscal year of the Partnership shall begin on the 1st day of October in each year and end on the 30th day of September in each year, except to the extent that Section 706 of the Federal Internal Revenue Code mandates a different tax year, in which event such fiscal year shall coincide with such mandated tax year. The General Partner shall cause to be filed the federal income tax partnership return and all other tax returns required to be filed for the Partnership for all applicable tax years, and shall furnish as promptly as practicable a statement of each Limited Partner's allocated share of income, gains, losses, deductions and credits for such taxable year.

**ARTICLE X**

**LIMITED PARTNERS**

10.1 Limited Partners Not to Take Part in Business

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

10.2 Limitation on Liability of Limited Partners

The liability of each Limited Partner to provide funds or any other

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

#### 10.3 Resale of Cellular Service

Nothing herein shall preclude any Limited Partner or an Affiliate thereof from reselling Cellular Service or selling or leasing terminal equipment used in connection with Cellular Service independently from the Partnership, whether within or outside the RSA; provided, however, that no Limited Partner shall resell on a competitive system. Neither the Limited Partners nor any Affiliates thereof shall be funded or staffed by the Partnership for such provision of Cellular Service or resale activities, and any transactions between any such Limited Partner or Affiliate and the Partnership shall be on an arms-length basis and on prices, terms and conditions equivalent to the prices, terms and conditions of any agreements between the Partnership and other resellers of Cellular Service.

#### 10.4 Cellular Service in Other Areas

Nothing herein shall preclude any Limited Partner or an Affiliate thereof from providing or participating in the provision of Cellular Service in areas other than the RSA. After the date of the expiration of the wireline five (5) year fill-in period, as specified in the FCC Cellular Radio Decisions, nothing shall preclude any Limited Partner or an Affiliate thereof

from providing Cellular Service in areas within the RSA that are not a part of the CGSA or applied for by the Partnership.

## ARTICLE XI

### TRANSFER OF LIMITED PARTNER'S INTEREST

#### 11.1 Limitation on Transfer; Right of First Refusal

Any Limited Partner may transfer its Partnership Interest to an Affiliate thereof at any time without any consent or restriction from the General Partner or any other Limited Partner. Otherwise, there shall be no sale, transfer, assignment or exchange of the whole or any portion of any Limited Partner's Interest without the prior written consent of the General Partner, which consent shall not be unreasonably withheld. In addition, before any Limited Partner sells, transfers, assigns or exchanges any part of its Partnership Interest to a non-Affiliate of such Limited Partner, it shall offer, by giving written notice to the General Partner, that interest to all of the other Partners for the value at which and the terms under which such non-Affiliate has offered pursuant to a bona-fide offer in writing to pay for such interest. The General Partner, in turn, shall forward such notice to all other Limited Partners. Each Partner shall initially be entitled to purchase that fraction of the offering Partner's interest equal to its Partnership Interest divided by the Partnership Interests of all non-selling Partners. If any Partner(s) declines to exercise its right of purchase hereunder, the other Partners electing to exercise that right shall be entitled to purchase that portion of the interest intended to be sold that has been declined by the other Partner(s) in amounts allowably determined pursuant to reapplication of the principles set forth in this Section 11.1, excluding from consideration

the Partnership Interests of the selling and declining Partners. Each non-selling Partner shall notify the General Partner and the selling Limited Partner, in writing, of its intention to exercise or not to exercise its purchase rights hereunder within thirty days following receipt of the offer of sale. The General Partner shall promptly notify each Limited Partner of the elections by the other Limited Partners. Subsequent written notifications, if necessary, shall be required within ten days after receipt by the Limited Partners which have not previously declined to exercise their rights of purchase, of their intentions with respect to that portion of the selling Limited Partner's Partnership Interest still subject to a right of purchase.

For purposes of this Article XI, an assignment shall be deemed to have occurred if in a single transaction or in a series of transactions any interest in a Limited Partner (whether stock, partnership, interest or otherwise) is transferred, diluted, reduced or otherwise affected. An assignment shall not be deemed to have occurred (i) due to the transfer of any or all of the outstanding capital stock of any corporate Limited Partner through any recognized national securities exchange, (ii) due to the mortgage of all or any part of a Partnership Interest to a bank or trust company licensed pursuant to any state or federal banking laws, or (iii) due to the transfer to owners of any partner hereto.

#### 11.2. Substitute Limited Partner

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

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

delivered to the General Partner;

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

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

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

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

Provided, however, that subsections (a) and (b) above shall not apply in the case of an assignment or sale to an Affiliate of the assignor or seller.

### 11.3. Indemnification

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

### 11.4 Distribution and Allocation Subsequent to Transfer

(a) The Income and Losses of the Partnership attributable to any Partnership Interest acquired by reason of the assignment of the Partnership Interest or substitution of a Partner with respect to that Interest and any

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

(b) The effective date of an assignment, sale, transfer or exchange of the Limited Partner's Interest or any portion thereof shall be the date designated by the transferring Limited Partner.

## ARTICLE XII

### WITHDRAWAL BY LIMITED PARTNER

#### 12.1 Withdrawal

(a) 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. If the Partnership consists of more than two partners, then effective upon thirty days written notice to each Partner, any Limited Partner may withdraw from the Partnership subject to any required regulatory approval.

(b) Any Limited Partner shall promptly withdraw from the Partnership upon the occurrence of default in performance by such Limited Partner of any obligation under this Agreement if such default shall not be corrected within 60 days after the same shall be called to the attention of such Limited Partner by the General Partner by written notice specifying the thing or matter in default and the General Partner chooses to insist upon such withdrawal. The General Partner shall notify each non-defaulting Limited

Partner of such default in performance.

(c) Any Limited Partner shall be deemed to have withdrawn upon the bankruptcy or assignment for the benefit of creditors of such Limited Partner.

(d) Any Limited Partner shall be deemed to have withdrawn upon failure by such Limited Partner to make its initial Capital Contribution pursuant to Section 5.1.

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

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

#### 12.2 Distribution on Withdrawal

If the withdrawing Limited Partner's Interest has a fair market value (as determined by independent third-party appraisers selected by the Partnership's regularly engaged accountants) less than its capital account, the Partnership shall be required to distribute to the withdrawing Limited Partner cash equal to that fair market value. If the withdrawing Limited Partner's Interest has a fair market value equal to or greater than its Capital Account, the Partnership shall be required to distribute to the withdrawing Limited Partner cash equal to his Capital Account. No Partner shall have personal liability for the distribution which shall be payable out of Partnership assets. Amounts payable to the Limited Partner so withdrawing may be paid to such Limited Partner at the General Partner's option and consistent with regulatory and other legal constraints, in equal annual payments, including interest, over a period not to exceed three years in order

to provide the Partnership sufficient time to raise capital to replace that capital being withdrawn and to ensure the continued provision of Cellular Service. Such interest shall be calculated at a rate equal to the Applicable Federal Rate (AFR) short-term tables established by the Interest Revenue Service pursuant to rules of the Code concerning unstated (imputed) interest, and said rate shall be adjusted in accordance with the then existing Code interest rate at each annual anniversary following acceptance by the Partnership of withdrawal and as applied to the then outstanding balance due.

### ARTICLE XIII

#### TRANSFER OF GENERAL PARTNER'S INTEREST

##### 13.1. Assignment

Except in the case of an assignment or other transfer to an Affiliate of the General Partner, as defined in Section 2.2 hereof, the General Partner may transfer or assign its General Partner's Interest only after written notice to all the other Partners setting forth the terms and conditions of the bona-fide offer of the proposed assignee. The other Partners shall have thirty (30) days from receipt of such notice to unanimously agree among themselves to continue the business of the Partnership with one of the Partners as the new General Partner who will agree to purchase the General Partner's Interest on the same terms and conditions as the bona-fide offer. If the Partners cannot so agree, the General Partner may transfer or assign its interest as set forth in the notice and the Partners hereby vote to continue the business with the aforesaid assignee as the new General Partner. The Partners also hereby agree to amend this Agreement to reflect such assignment or transfer. Any such transfer or assignment shall be subject to

required regulatory approval.

For purposes of this Section 13.1, an assignment shall not be deemed to have occurred (i) due to the transfer of any or all of the outstanding capital stock of any corporate General Partner through any recognized national securities exchange, (ii) due to the mortgage of all or any part of a Partnership Interest to a bank or trust company licensed pursuant to any state or federal banking laws, or (iii) due to the transfer to owners of any partner hereto.

### 13.2 Withdrawals

Withdrawal of the General Partner will cause the dissolution and termination of the Partnership in accordance with the terms of Article XV except (i) in the case of assignments as provided in Section 13.1 or (ii) unless the other Partners unanimously agree among themselves to continue the business of the Partnership with one of the remaining Partners as the General Partner. In the event the Partners agree to continue the business of the Partnership, the General Partner shall receive distribution of its Capital Account in cash, or at the option of the Partnership and consistent with regulatory or other legal constraints, receive distribution in equal annual payments over a period not to exceed three years in order to provide the Partnership sufficient time to raise capital to replace that capital being withdrawn and to ensure the continued provision of Cellular Service.

### 13.3 Effect of Withdrawal

Neither the withdrawal of a General partner pursuant to this Article XII nor the substitution of a new General Partner pursuant to Section 13.1, shall in any way relieve the former General partner of Liability for acts or omissions done by it as General partner prior to the effect date of its

withdrawal.

#### ARTICLE XIV

##### WITHDRAWAL OF GENERAL PARTNER

###### 14.1. Withdrawal--Voluntary

(a) The General Partner shall not voluntarily withdraw as General Partner of the Partnership unless it has given the other Partners at least 90 days notice. The Partnership shall not be dissolved or its affairs wound up if during such 90 day period holders of a majority of the Partnership Interests elect another Partner to become the substitute General Partner, subject to receipt of required regulatory approvals.

(b) Upon the election of a substitute General Partner the former General Partner shall become a Limited Partner for all purposes under this Agreement and the Partnership's Certificate of Limited Partnership and all other necessary documents shall be amended to reflect the substitution of the General Partner.

###### 14.2 Withdrawal--Involuntary

(a) If an event causing a withdrawal occurs to the General Partner without notice provided in Section 17.01, the Partnership shall not be dissolved or its affairs wound up provided that either (i) there is at the time of the event of withdrawal at least one other general partner, or (ii) if within 90 days after the withdrawal all the Partners agree in writing to continue the business of the Partnership and to appoint one or more additional General Partners effective as of the date of withdrawal, subject to receipt of required regulatory approvals.

(b) In event of withdrawal pursuant to Section 14.2(a) the Partnership

Interest of the General Partner shall be deemed not in compliance with this Agreement and the Partnership Interest of the General Partner shall be distributed in a manner provided for a withdrawing Limited Partner under Section 12.2 hereof less damages provided for in the Colorado Limited Partnership Act.

## ARTICLE XV

### DISSOLUTION AND TERMINATION OF LIMITED PARTNERSHIP

#### 15.1 Dissolution

The Partnership shall be dissolved and terminated if:

(a) the FCC approves this Agreement subject to terms and conditions that are unacceptable to both the General Partner and one Limited Partner which is not also the General Partner, and all available administrative and judicial appeals of such FCC approval have been finally exhausted;

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

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

(d) the Partnership applies for and is finally denied state or other regulatory approvals or is granted such approval subject to terms and conditions that are unacceptable to both the General Partner and one Limited Partner that is not also the General Partner on the grounds such that denial or conditional grant has a materially adverse impact on the Partnership's ability to conduct its business;

(e) the Partners unanimously agree to dissolve and terminate the Partnership and receive any approvals required by the FCC or any other regulatory authority for such dissolution and termination;

(f) the failure of the Partners to fund capital contributions renders it not reasonably practical to carry on the business of the Partnership; or

(g) required by the Colorado Limited Partnership Act.

Regarding (c) and (d) above, any such denial of regulatory approval shall not be considered finally denied until all available administrative and judicial appeals of such denial have been finally exhausted.

#### 15.2 Distribution Upon Dissolution

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

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

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

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

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

### 15.3 Distributions in Cash or in Kind

Upon dissolution, the General Partner may in its discretion (a) liquidate all or a portion of the Partnership assets and apply the proceeds of such liquidation in the priorities set forth in Section 15.2 or (b) hire independent appraisers to appraise the value of Partnership assets not sold or otherwise disposed of (the cost of such appraisal to be considered a debt of the Partnership), allocate any unrealized gain or loss to the Partners' capital accounts as though the properties in question had been sold on the date of distribution and, after giving effect to any such adjustment, distribute said assets in accordance with the priorities as set forth in Section 15.2. The General Partner may determine in its sole discretion whether undivided portions of assets distributed in kind will be distributed pro rata to Partners in accordance with their respective Partnership Interests at the time of dissolution or assets may be distributed otherwise in accordance with their respective Partnership Interests at the time of dissolution. In the case of any distribution in kind of Partnership assets under this Section to a Partner, the value of the asset determined by appraisal as provided above shall be applied against the Partner's capital account.

15.4 Time for Liquidation

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

15.5 Termination

Upon compliance with the foregoing distribution plan, the Partnership shall cease to be such, and the General Partner shall execute, acknowledge and cause to be filed a certificate of cancellation of the Partnership pursuant to the power of attorney contained in Article XVI.

15.6 General Partner not Liable for Return of Distribution

The General Partner shall not be liable for any distribution required pursuant to Article XII or Sections 15.2(b), (c) and (d), and such distribution shall be made solely from available Partnership assets, if any.

15.7 General Partner's Right to Continue Providing Cellular Service

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

**ARTICLE XVI**

**POWER OF ATTORNEY**

16.1 Grant of Power of Attorney

Each Limited Partner hereby irrevocably constitutes and appoints the General Partner as its true and lawful attorney and agent, in its name, place

and stead, to make, execute acknowledge and, if necessary, file and record:

(a) Any certificates or other instruments or amendments thereof which the Partnership may be required to file under the laws of each state governing this Agreement or pursuant to the requirements of any governmental authority having jurisdiction over the Partnership or which the General Partner shall deem it advisable to file, including, without limitation, this Agreement, any amended Agreement and a certificate of cancellation as provided in Section 15.5.

(b) Any certificates or other instruments (including counterparts of this Agreement with such changes as may be required by the law of other jurisdictions) and all amendments thereto which the General Partner deems appropriate or necessary to qualify, or continue the qualification of, the Partnership as a limited partnership (or a partnership in which the Limited Partner has limited liability) and to preserve the limited liability status of the Partnership in the jurisdictions in which the Partnership may own properties, conduct business and acquire investment interests.

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

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

16.2 Irrevocable and Coupled With an Interest; Copies to be

## Transmitted

The powers of attorney granted under Section 16.1 shall be deemed irrevocable and to be coupled with an interest. A copy of each document executed by the General Partner pursuant to the powers of attorney granted in Section 16.1 shall be transmitted to each Limited Partner promptly after the date of the execution of any such document.

### 16.3 Survival of Power of Attorney

The powers of attorney granted in Section 16.1 shall survive delivery of an assignment of a Limited Partner's Interest, except that if such assignment was of all of its Limited Partners' Interest and the substitution of the assignee as a Limited Partner has been consented to by the General Partner, the foregoing powers of attorney shall survive the delivery of such assignment for the purpose of enabling the General Partner to execute, acknowledge and file any and all certificates and other instruments necessary to effectuate the substitution of the assignee as a Limited Partner. Such powers of attorney shall survive the dissolution or termination of a Limited Partner and shall extend to such Limited Partner's successors and assigns.

### 16.4 Limitation on Power of Attorney

Except as set forth in this Article XVI, the General Partner may not modify the terms of this power of attorney or this Agreement without the written consent of all the Limited Partners. The powers of attorney granted under Section 16.1 of this Article cannot be utilized by the General Partner to increase or extend any personal financial obligation or liability of any Limited Partner without the written consent of such Limited Partner.

## ARTICLE XVII

## EXCULPATION AND INDEMNIFICATION

### 17.1 Exculpation of the General Partner

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

### 17.2 Indemnification of the General Partner

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

## ARTICLE XVIII

### PARTNERSHIP MEETINGS AND AMENDMENTS

#### 18.1 Annual Meeting

The annual meeting of Partners will be called by the General Partner for the purpose of transacting such business as may come before the meeting. The meeting shall be held at the principal headquarters of the General Partner or such other convenient location reasonable designated by the General partner with notice thereof to all Partners.

#### 18.2 Notice

Notice of a meeting shall be sent to all Partners at least seven (7) business days prior to the meeting except the same may be waived by written consent to all Partners. The purpose of the meeting shall be set forth in the

notice.

### 18.3 Annual Budget

(a) The General partner shall prepare an annual budget of estimated revenues and expenses of the partnership in consultation with the Partnership's accountants where appropriate. A copy of the proposed budget shall be submitted to the Limited partners no later than August 1 of any year. At the annual meeting of the Partners, such budget shall be discussed. Any partner may propose an amendment or amendments thereto with any proposed amendments to be in writing with copies delivered to all other Partners prior to the meeting. Any such amendment(s) shall become effective upon approval by the Partners pursuant to Section 18.4 hereof.

(b) The General Partner shall utilize such budget as a guideline in the expenditure of Partnership funds. The General Partner may vary from the same only to the extent the variation is required for valid business purposes. The General Partner shall notify the Partners of major variations for the adopted budget as soon as reasonably practical after such variations become known.

### 18.4 Amendments

Except for amendments made in accordance with this Agreement in connection with assignments of Partnership Interests by Partners to their Affiliates and to reflect additional or substitute Partners or changes in Capital Contributions, this Agreement may not be amended except upon written consent of the Partners.

### 18.5 Execution of Amended Agreements

Each Limited Partner agrees to execute or cause to be executed promptly any amendments to this Agreement and Certificates of the partnership

reasonably request by the General partner and authorized under Section 18.7.

## ARTICLE XIX

### TECHNOLOGY AND INFORMATION

#### 19.1 Technology License

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

#### 19.2 Proprietary Information

All information, including but not limited to, specifications, microfilm, photocopies, keypunch cards, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, customer information, financial reports and market data marked or identified in writing as proprietary (all hereinafter designated as "Proprietary Information") furnished to or obtained by a Partner from any other Partner, whether written or oral or in other form, shall remain the disclosing Partner's property. All copies of such information, whether written, graphic or other tangible form, shall be returned to the disclosing Partner upon the disclosing Partner's request, except that one copy may be retained for archival purposes. Unless otherwise agreed, no obligation hereunder shall extend beyond five years from date of receipt of such information, and the obligation does not apply to such Proprietary Information as was previously

known to the receiving Partner free of any obligation to keep it confidential or has been or is subsequently made public by the disclosing Partner or a third party. Such Proprietary Information shall be kept confidential by the receiving Partner and shall be used only for performing the covenants contained in this Agreement and may be used for such other purposes only upon such terms as may be agreed upon between the disclosing Partner and receiving Partner in writing.

## ARTICLE XX

### MISCELLANEOUS PROVISIONS

#### 20.1 Warranties

Each Partner warrants as follows:

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

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

#### 20.2 Table of Contents and Headings

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

#### 20.3 Successors and Assigns

This Agreement shall inure to the benefit of and be binding upon the Partners and any additional or substitute Limited Partner or General Partner and to their respective successors and assigns, except that nothing contained in this Section shall be construed to permit any attempted assignment or other transfer which would be unauthorized by or void pursuant to any other provision of this Agreement.

#### 20.4 Severability

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

#### 20.5 Non-Waiver

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

#### 20.6 Applicable Law

This Agreement and the rights and obligations of the Partners shall be interpreted in accordance with the laws of the State of Colorado. The Partnership will be bound by and fully comply with any applicable provisions of the equal employment opportunity laws, including any executive orders issued thereunder.

#### 20.7 Entire Agreement

This Agreement constitutes the entire Limited Partnership Agreement between the Partners and shall supersede all previous negotiations, commitments, representations and writings.

#### 20.8 Notices

All notices given by any Partner to any other Partner under this Agreement shall be in writing and delivered personally or via, registered, certified mail, or overnight express service, charges prepaid, addressed as

follows (or to such other address as a Partner may specify in such a notice to all other Partners):

**General Partner:**

CENTRAL DAKOTA CELLULAR OF NORTH  
DAKOTA LIMITED PARTNERSHIP  
Attention: Thomas Flaherty  
5990 Greenwood Plaza Boulevard  
Suite 300  
Englewood, Colorado 80111

**Limited Partner:**

U S West NewVector Group, Inc.  
Attention: John P. Scully, Esq.  
3350 161st Avenue, S.E.  
P.O. Box 7329  
Bellevue, Washington 98008-1329

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

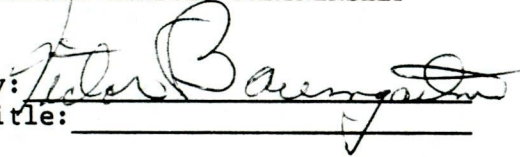
20.9 Counterparts

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

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

**GENERAL PARTNER:**

CENTRAL DAKOTA CELLULAR OF NORTH  
DAKOTA LIMITED PARTNERSHIP

By:   
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LIMITED PARTNER:**

U S West NewVector Group, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

follows (or to such other address as a Partner may specify in such a notice to all other Partners):

**General Partner:**

CENTRAL DAKOTA CELLULAR OF NORTH  
DAKOTA LIMITED PARTNERSHIP  
Attention: Thomas Flaherty  
5990 Greenwood Plaza Boulevard  
Suite 300  
Englewood, Colorado 80111

**Limited Partner:**

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


**GENERAL PARTNER:**

CENTRAL DAKOTA CELLULAR OF NORTH  
DAKOTA LIMITED PARTNERSHIP

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LIMITED PARTNER:**

U S WEST NewVector Group, Inc.  
~~U S West NewVector Group, Inc.~~

By:   
Title: Vice President, External Affairs  
Date: June 26, 1989

**PUBLIC SERVICE COMMISSION**

**STATE OF NORTH DAKOTA**

**Certificate of Registration**

**Certificate Number 51**

This is to certify that North Dakota 5-Kidder 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, March 19, 1991.

**ATTEST:**

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

**PUBLIC SERVICE COMMISSION**

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